

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**JANUARY 4, 2022**  
**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: Special Meeting – December 14, 2021, Board and Committee Minutes – December 21, 2021
- \*7. BILL LIST: January 4, 2022
8. TREASURER'S REPORT: None
9. PRESIDENT'S REPORT: None
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES
11. TOWN HALL: (Note: Three (3) minute time limit per person)

12. STANDING COMMITTEE REPORTS:

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

1. Ordinance Amending the Bartlett Municipal Code Title 10 Zoning to Amend Restaurant Designations, Add Provisions for Outdoor Dining and Create Chapter 3A: Temporary Uses

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

1. None

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

1. Ordinance providing for the issuance of not to exceed \$11,700,000 Taxable General Obligation Refunding Bonds, Series 2022A, and not to exceed \$1,500,000 General Obligation Refunding Bonds, Series 2022B, 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.
- \*2. Resolution Approving an Advisory Services Agreement with Robert W. Baird to Perform Financial Advisory Work for the Village of Bartlett

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

- \*1. Ordinance Amending Title 3, Chapter 3, of the Bartlett Municipal Code Entitled the "Bartlett Liquor Control Ordinance", Section 3-3-2 Thereof to Add a New Overlay Liquor License Classification to Allow Certain Existing Liquor Licensees to Sell Alcoholic Beverages Outside the Principal Structure.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

1. None

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

- \*1. Ordinance Accepting the Public Improvements for Harynek/Great Lakes Landscape at 365 Miles Parkway

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



**VILLAGE OF BARTLETT**  
**SPECIAL BOARD MINUTES**  
**December 14, 2021**

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1. CALL TO ORDER

President Wallace called the Special Meeting of December 14, 2021 to order at 7:00 p.m. Village Administrator Paula Schumacher who was present at the Special Meeting and in-person, stated that Notice of this Special Meeting was given pursuant to Section 7(e) of the Open Meetings Act that this Special Meeting of the President and Village Board of Trustees (the "Corporate Authorities") may be conducted in person OR by audio or video conference via Zoom without a quorum of the Corporate Authorities being physically present in the council chambers of the Bartlett Municipal Building, 228 South Main Street, Bartlett, Illinois, depending upon whether Governor Pritzker were to extend and continue his Emergency Order declaring a disaster due to the COVID-19 pandemic which was due to expire on Saturday, December 11, 2021. The Governor did in fact extend the Emergency Order thereby allowing this Special Meeting to be conducted via Zoom without a quorum of the Corporate Authorities (4 members) being present in person at the Bartlett Municipal Building for this Special Meeting. Therefore, members of the Corporate Authorities, the press and the public may attend this Special Meeting either in person or virtually via the Zoom conference application. Instructions on how to attend this Special Meeting virtually were sent to the press and have been posted on the village's web site.

2. ROLL CALL

PRESENT: Trustees Deyne (via Zoom), Gandsey (in-person), Gunsteen (via Zoom), Hopkins (in-person), Reinke (via Zoom), Suwanski (via Zoom) and President Wallace (in-person)

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher (in-person), Assistant Village Administrator Scott Skrycki (via Zoom), Economic Development Coordinator Tony Fradin (via Zoom), Finance Director Todd Dowden (via Zoom), Planning & Development Director Roberta Grill (in-person), Police Chief Patrick Ullrich (in-person), Village Attorney Bryan Mraz (in-person) and Village Clerk Lorna Giless (in-person).

3. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

4. TOWN HALL

**Michael Murphy, 1098 Horizon**

Mr. Murphy wanted to address the board regarding the Auto Mall improvements and the application for the new east and west parcels. He was specifically concerned for the



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improvement of the Horizon Drive frontage road. He believed it was set up for residential use but not for what they are anticipating in the east lot (tractor trailers, etc). He thought that the right-of-way and shoulders need to be looked at. For the purposes of the east parking lot, they need to address this for the safety of the residents and staging of construction traffic and deliveries and access for the car dealership. He is a proponent of responsible development and welcomed the new neighbors. He thanked staff and the board for their assistance.

President Wallace stated that he would make sure it is part of their discussions.

**5. STANDING COMMITTEE REPORTS**

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

Trustee Hopkins presented Ordinance 2021-112, an Ordinance Amending the Bartlett Municipal Code Title 10 Zoning to Regulate Off Site Parking and Storage of Vehicles for Motor Vehicle Dealerships, Approving the Rezoning, Preliminary/Final PUD Plan, and Granting Special Use Permits for the Bartlett Automotive Mall Planned Unit Development.

Trustee Hopkins moved to approve Ordinance 2021-112, an Ordinance Amending the Bartlett Municipal Code Title 10 Zoning to Regulate Off Site Parking and Storage of Vehicles for Motor Vehicle Dealerships, Approving the Rezoning, Preliminary/Final PUD Plan, and Granting Special Use Permits for the Bartlett Automotive Mall Planned Unit Development and that motion was seconded by Trustee Gandsey.

President Wallace stated that he would like to hear about the staging and making sure that we are at top of mind when we go into the development.

Planning & Development Director Roberta Grill stated that the Plan Commission had additional conditions. She stated that the frontage road is still under the jurisdiction of IDOT and she believed that the village will take it over and probably do some improvements. This is coming before the board for the second time and the Plan Commission reviewed the request and conducted the required Public Hearing on December 9, 2021. The commission recommended approval, subject to the findings of fact recommended by staff and had the following additional conditions: 1) The general maximum illumination levels of the west parcel's south parking lot shall not exceed 4.0 foot-candles. Lighting levels on the east parcel were around 4-6 foot-candle measurements, this area adjacent to the residential should also mirror those numbers; 2) The fence along the south and west sides of the west parcel's south parking lot shall be opaque to screen the proposed use from the residential; 3) All construction activity traffic



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shall access the east parcel from Lake Street frontage road and shall be prohibited from Horizon Drive.

President Wallace stated that he was very pleased with the Plan Commissions' detail to this.

Trustee Hopkins asked if the delivery of vehicles will pull physically onto the lot to unload or will the car carrier park on Horizon Drive?

Attorney Peter Bazos who represents the petitioner thanked the board for holding this Special Meeting. He stated that the car carriers will not unload on any public street. It is anticipated that the easiest route for the car carriers to the east lot will be on the frontage road access point. His other team members and engineers are on the phone if he misstated that.

His engineer stated that was exactly correct and put appropriate arcs, radiuses coming off the frontage road so the car carriers can pull an extra wide right into the driveway.

**ROLL CALL VOTE TO APPROVE ORDINANCE 2021-112 AMENDING TITLE 10 ZONING FOR OFF SITE PARKING, STORAGE OF VEHICLES, REZONING, PUD, SPECIAL USE**

**AYES:** Trustees Deyne, Gandsey, Gunsteen, Hopkins, Suwanski

**NAYS:** None

**ABSTAIN:** Trustee Reinke

**ABSENT:** None

**MOTION CARRIED**

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

Trustee Gandsey stated that they have a Resolution supporting and consenting to approval of Class 7C real estate tax incentive for the properties located at 1201, 1215 and 1105 West Lake Street. This request for the Village Board to approve the Resolution supporting a Cook County Class 7C classification for property tax assessment purposes for the properties located on Lake Street. It is in support of attracting two automobile dealership buildings, one to contain approximately 55,000 square feet of building area for the purpose of a Hyundai dealership, and the other to contain approximately 18,000 square feet of building area for the purposes of operating a Genesis auto dealership. This property tax incentive is to make the property tax burden for the property competitive and comparable to surrounding counties.

Trustee Gandsey moved to approve Resolution 2021-113-R, a Resolution of the Village



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of Bartlett Supporting and Consenting to Approval of Class 7C Real Estate Tax Incentive Classification for the Commercial Development of Properties Located at 1201, 1215 and 1105 West Lake Street, in the Village of Bartlett, and Cook County Illinois and that motion was seconded by Trustee Hopkins.

Trustee Hopkins asked if this is the first 7C issued.

Village Administrator Paula Schumacher stated that Siebert Landscaping was the first one. The most common one that they see is the 6C.

**ROLL CALL VOTE TO APPROVE RESOLUTION 2021-113-R APPROVING CLASS 7C REAL ESTATE TAX INCENTIVE FOR COMMERCIAL DEVELOPMENT ON WEST LAKE STREET**

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, Suwanski

NAYS: None

ABSENT: None

ABSTAIN: Trustee Reinke

**MOTION CARRIED**

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

Trustee Deyne stated that there was no report.

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

Trustee Gunsteen stated that there was no report.

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

Trustee Suwanski stated that there was no report.

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

Trustee Reinke stated that there was no report.

**6. NEW BUSINESS - None**

**7. QUESTION/ANSWER PRESIDENT & TRUSTEES**

Trustee Hopkins asked if they could use MFT funds for repaving Horizon Drive or the frontage road.



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President Wallace responded "yes".

8. ADJOURNMENT

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:16 p.m.

Lorna Gilles  
Village Clerk



**VILLAGE OF BARTLETT  
BOARD MINUTES  
December 21, 2021**

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1. CALL TO ORDER

President Wallace called the regular meeting of December 21, 2021 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m.

2. ROLL CALL

PRESENT: Trustees Deyne, Gandsey, Gunsteen, 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, Assistant Public Works Director Tyler Isham, Public Works Engineer Bob Allen, Planning & Development Director Roberta Grill, Food & Beverage Manager Paul Petersen, Deputy Chief Jim Durbin, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giless.

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

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Hopkins stated that he wanted to add Item 12.A.1. Ordinance 2021-114, an Ordinance Granting Front, Side, Corner Side, and Rear Yard Variations for 985 Auburn Lane) to the Consent Agenda.

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



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December 21, 2021**

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

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

**AYES:** Trustees Deyne, Gandsey, Gunsteen, 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 Suwanski.

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

**AYES:** Trustees Deyne, Gandsey, Gunsteen, 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

Finance Director Todd Dowden stated that this was the October 2021 Treasurer's Report. He stated that the Municipal Sales Tax Report through October 2021 totaled \$299,302 and it was up \$77,767 from the prior year due to the online sales tax collection changes. It is down from the previous month but they are doing well on sales tax. Motor Fuel Tax distribution through October 2021 totaled \$131,236 which was up \$931 from the prior year. It is still down from the 2019-20 year.

9. PRESIDENT'S REPORT

- A. President Wallace read a Proclamation for Commander McGuigan's retirement.
- B. President Wallace appointed Kyle Rybaski as Emergency Management Coordinator.



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President Wallace read a Proclamation for Trustee Ray Deyne's 40 years of service to the village.

Trustee Deyne stated that he did not expect this. He stated that he has been happily married for 54 years. He thanked everyone and stated that he respects this community very much, otherwise he would not have spent all this time and effort into making this a community to be proud of. They moved to Bartlett in 1976 and got involved in the community. Their efforts have always been to keep this community respectful and a place to cherish and call home. He wished everyone a Merry Christmas and happy holidays.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne reminded everyone that there will be a short memorial service for former Trustee Michael Camerer at the Bartlett Cemetery on Sunday at 1:00 p.m.

11. TOWN HALL - None

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that Ordinance 2021-114, an Ordinance Granting Front, Side, Corner Side, and Rear Yard Variations for 985 Auburn Lane was covered and approved under the Consent Agenda.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that there was nothing to report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne presented Resolution 2021-115-R. Resolution Approving of Certificate of Expenditure No.6 in the Amount of \$1,369,200 for the Subordinate Lien Tax Increment Revenue Note, Series 2009, for the Bluff City Quarry Redevelopment Project.

Trustee Deyne moved to approve Resolution 2021-115-R. Resolution Approving of Certificate of Expenditure No.6 in the Amount of \$1,369,200 for the Subordinate Lien Tax Increment Revenue Note, Series 2009, for the Bluff City Quarry Redevelopment Project and that motion was seconded by Trustee Gunsteen.



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ROLL CALL VOTE TO APPROVE RESOLUTION 2021-115-R, APPROVING CERTIFICATE OF EXPENDITURE NO.6 FOR \$1,369,200 FOR BLUFF CITY QUARRY

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

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated that Resolution 2021-116-R, Resolution Approving of the First Amended and Restated License Agreement Between the Village of Bartlett and More Dusty, LLC; and Ordinance 2021-117, an Ordinance Amending Chapter 3, Chapter 1, Section 3-1-1 of the Bartlett Municipal Code to Amend Certain License Fee Classifications and Fees were covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that there was nothing to report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that there was nothing to report.

13. NEW BUSINESS - None

14. QUESTION/ANSWER PRESIDENT & TRUSTEES -None

15. ADJOURN

President Wallace stated that the Board will adjourn and there will be a Committee of the Whole meeting immediately following.



**VILLAGE OF BARTLETT  
BOARD MINUTES  
December 21, 2021**

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

**ROLL CALL VOTE TO ADJOURN**

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

NAYS: None

ABSENT: None

**MOTION CARRIED**

The meeting was adjourned at 7:21 p.m.

Lorna Gilless  
Village Clerk



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
December 21, 2021**

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**CALL TO ORDER**

President Wallace called the Committee of the Whole meeting of December 21, 2021 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:21 p.m.

**ROLL CALL**

**PRESENT:** Chairmen Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski  
President Wallace

**ABSENT:** None

**ALSO PRESENT:** Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Planning & Development Director Roberta Grill, Finance Director Todd Dowden, Assistant Public Works Director Tyler Isham, Public Works Engineer Bob Allen, Grounds Superintendent Matt Giermak, Deputy Chief Geoff Pretkelis, Deputy Chief Jim Durbin, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

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

Finance Director Todd Dowden stated included in the packet is the hypothetical savings if we refinance the bonds for the police station from 2016. It would be an advance refund because the call date is not until approximately 2026, but there is a present value savings of \$773,000. Also included is an opportunity to refinance our IEPA loans from back in 2014. Dalena Welkomer is here tonight to give some more detail.

Ms. Welkomer stated this is very similar to refinancing a home mortgage. You have outstanding financing at a higher interest rate and because of the unique market environment we are in, it is an opportune time to refinance at a better rate. The call date for the first set of bonds is not until January 1, 2026, but under current tax law, you can refinance that in advance of that call date, but it has to be done at taxable interest rates. With the U.S. treasury rates being so low right now, this is a great time to refinance. The 2016 bonds have an outstanding coupon rate of 5% and in the current market, we are estimating to bring that down to 2.3%. This is currently paid out of the property tax levy and this will save an estimated \$60,000 per year. The second refunding opportunity is the IEPA loan which has an outstanding rate of 2.295% and can be refinanced at any time without a prepayment penalty and we are estimating to get around 1.3% at current market rate and that would be realized in the sewer fund.



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COMMITTEE MINUTES  
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President Wallace stated this makes sense to do in our current environment and asked if anyone had any questions.

Chairman Suwanski confirmed that we levied taxes to pay for the bond at the time.

President Wallace stated that was correct, this is just dealing with future savings because the interest rate is lower.

Ms. Welkomer stated as soon as the bonds are priced and we know the levy amount, there will be a separate filing with the county so we know what adjustments need to be made for this coming years levying cycle so you are not levying too much.

Chairman Gandsey asked what the next bond we will be looking at and do they just review it annually.

Ms. Welkommer stated they keep an eye on it and see what the next one coming up will be. It depends on the call date of the bonds and the interest rate.

Chairman Suwanski asked about the hypothetical refunded par amount.

Ms. Welkommer stated the reason why the hypothetical refunded par amount is larger is because the call date is in 2026 so we are not only refunding the par amount, but also the accrued interest through that date, so that is the reason for the larger par amount. Despite the larger par amount, because of the low interest rate, we are still able to capture the savings listed.

Chairman Hopkins asked what project the IEPA loan was for.

Mr. Dowden stated it was for the wastewater treatment plant loan.

Chairman Hopkins asked when it is refunded, will it still be paid for out of the sewer fund.

Mr. Dowden stated it would be.

**2021/22 Six Month Budget Review**

Mr. Dowden presented the attached presentation. He stated on Page 1, the first column is the budget for the year, second column is where we are currently at, 4th column is where we project to end the year at. Our revenues are projected to be \$26,609,954 which is about \$1,400,000 over budget. The State really underestimated the income taxes which is why our projected sales tax figures are so much higher than budgeted. Between income tax and use tax being up, that is the majority for why we are going to be up on the income



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COMMITTEE MINUTES  
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side. On the expense side, we project being a little under in administration because of unused BEDA money and 6 retirements in the police department which is leaving some positions unfilled. In the streets department, it really just depends on the amount of snow we get. We should be about \$500,000 in the positive and we budgeted to use \$1 million of the general fund, so to end up where we are projected to be is very good.

On page 2, water consumptions is still high as we have seen throughout the pandemic. It is down a bit from last year, but still elevated. The DuPage Water Commission did not raise rates last year so what we are paying for water is lower than expected. The \$2,373,000 surplus will go toward capital projects.

On page 3, operating revenues is up based on usage. We have also been charging surcharge fees to some of the businesses in Brewster Creek for pretreatment, so we have been collecting extra revenue. We spent extra money for sludge removal and an emergency we had out there this summer, so we are going to be at budget by saving money in other ways.

On Page 4, the parking is still not being used to capacity. We are projecting \$50,000 this year, we ended up about \$30,000 last year. We are trying to cut expenses where we can.

On Page 5, we are doing very well on the golf side and expect people out on Christmas. The banquet side is starting to pick up and is doing a lot better than last year. Total, we are about \$95,000 under budget on revenue. We anticipate being about \$97,000 under budget on expenses.

There being no further business to discuss, Chairman Deyne moved to adjourn the Committee meeting and that motion was seconded by Chairman Gunsteen.

**ROLL CALL VOTE TO ADJOURN**

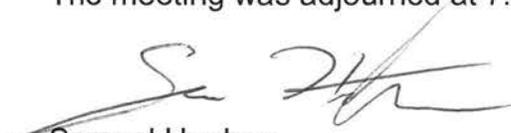
**AYES:** Chairman Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski

**NAYS:** None

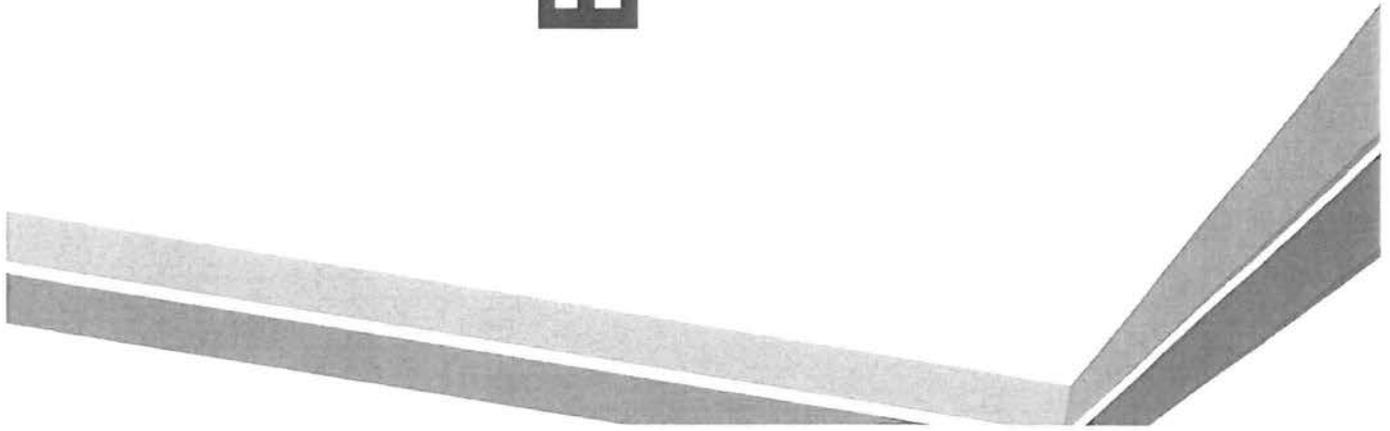
**ABSENT:** None

**MOTION CARRIED**

The meeting was adjourned at 7:36 p.m.

  
Samuel Hughes  
Deputy Village Clerk

**2021-22  
SIX MONTH  
BUDGET REVIEW**



# GENERAL FUND

## GENERAL FUND Revenue/Expenditure Analysis Fiscal Year 2021/22

As of October 2021

<u>Fund/Dept</u>	<u>2021/22 Budget</u>	<u>2021/22 Year to Date</u>	<u>% of Budget</u>	<u>Projected Year End</u>	<u>Over/ (Under)</u>
<b>Revenues</b>	25,213,747	16,860,646	66.87%	26,609,954	1,396,207
<b>Expenditures</b>					
Village Bd/Admin	2,191,683	1,022,703	46.66%	2,141,683	(50,000)
Professional Svcs	545,550	94,701	17.36%	489,300	(56,250)
Liability Insurance	640,000	111,670	17.45%	700,000	60,000
Finance	1,194,080	579,077	48.50%	1,194,080	0
Planning & Development	2,076,279	989,400	47.65%	2,050,000	(26,279)
Police	15,055,055	7,978,915	53.00%	14,955,055	(100,000)
Streets	4,595,162	2,202,222	47.92%	4,595,162	0
<b>Total</b>	<b>26,297,809</b>	<b>12,978,688</b>	<b>49.35%</b>	<b>26,125,280</b>	<b>(172,529)</b>
<b>Revenues Over (Under) Expenditures</b>	<b>(1,084,062)</b>	<b>3,881,958</b>		<b>484,674</b>	

# WATER FUND

## WATER FUND Revenue/Expenditure Analysis Fiscal Year 2021/22

As of October 2021

<u>Fund/Dept</u>	<u>2021/22 Budget</u>	<u>2021/22 Year to Date</u>	<u>% of Budget</u>	<u>Projected Year End</u>	<u>Over/ (Under)</u>
Operating Revenues	12,210,000	6,703,364	54.90%	12,350,000	140,000
Operating Expenses	10,276,353	3,874,601	37.70%	9,976,353	(300,000)
Revenues Over (Under) Expenditures	1,933,647	2,828,763		2,373,647	

# SEWER FUND

## SEWER FUND Revenue/Expenditure Analysis Fiscal Year 2021/22

As of October 2021

<u>Fund/Dept</u>	<u>2021/22 Budget</u>	<u>2021/22 Year to Date</u>	<u>% of Budget</u>	<u>Projected Year End</u>	<u>Over/ (Under)</u>
Operating Revenues	6,215,000	3,312,031	53.29%	6,315,000	100,000
Operating Expenses	4,603,404	2,232,329	48.49%	4,603,404	-
<b>Revenues Over (Under) Expenditures</b>	<b>1,611,596</b>	<b>1,079,702</b>		<b>1,711,596</b>	

# PARKING FUND

## PARKING FUND

### Revenue/Expenditure Analysis Fiscal Year 2021/22

As Of October 2021

<u>Fund/Dept</u>	<u>2021/22 Budget</u>	<u>2021/22 Year to Date</u>	<u>% of Budget</u>	<u>Projected Year End</u>	<u>Over (Under)</u>
Revenues	100,000	17,829	17.83%	50,000	(50,000)
Operating Exp	272,787	74,023	27.14%	150,000	122,787
<b>Revenues Over (Under) Expenditures</b>	<b>(172,787)</b>	<b>(56,194)</b>		<b>(100,000)</b>	

# GOLF FUND

## GOLF FUND

### Revenue/Expenditure Analysis Fiscal Year 2021/22

As of October 2021

<u>Fund/Dept</u>	<u>2021/22 Budget</u>	<u>2021/22 Year to Date</u>	<u>% of Budget</u>	<u>Projected Year End</u>	<u>Over/ (Under)</u>
<b>Revenues</b>					
Golf Course	1,277,300	1,168,089	91.45%	1,298,900	21,600
Restaurant	150,000	120,773	80.52%	146,000	(4,000)
Banquet	765,000	390,307	51.02%	642,000	(123,000)
Midway	136,000	137,055	100.78%	146,000	10,000
<b>Total</b>	<b>2,328,300</b>	<b>1,816,224</b>	<b>78.01%</b>	<b>2,232,900</b>	<b>(95,400)</b>
<b>Expenditures</b>					
Golf Program Exp	683,628	457,564	66.93%	653,666	(29,962)
Golf Maint Exp	566,682	291,408	51.42%	545,276	(21,406)
Driving Range Exp	4,900	5,083	103.73%	6,000	1,100
Restaurant	335,184	215,709	64.36%	363,455	28,271
Banquet	661,251	297,988	45.06%	586,228	(75,023)
Midway	64,500	60,909	94.43%	63,700	(800)
<b>Total</b>	<b>2,316,145</b>	<b>1,328,661</b>	<b>57.37%</b>	<b>2,218,325</b>	<b>(97,820)</b>
<b>Revenues Over (Under) Expenditures</b>	<b>12,155</b>	<b>487,563</b>		<b>14,575</b>	

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 1/4/2022**

**100-GENERAL FUND REVENUES**

**420230-BUILDING PERMITS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MCSHANE CONSTRUCTION	TRAILER BOND REFUND	500.00
<b>INVOICES TOTAL:</b>		<b>500.00</b>

**430310-TOWING/IMPOUNDING FEES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GABRIEL ENRIQUEZ	ADMINISTRATIVE TOW FEE REFUND	500.00
<b>INVOICES TOTAL:</b>		<b>500.00</b>

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - JAN 2022	325,504.00
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/JAN 2022	904.70
<b>INVOICES TOTAL:</b>		<b>326,408.70</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	243.47
<b>INVOICES TOTAL:</b>		<b>243.47</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - NOV 21	52.59
<b>INVOICES TOTAL:</b>		<b>52.59</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	BINDERS/PAPER/APPT BOOK	152.05
<b>INVOICES TOTAL:</b>		<b>152.05</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	206.47
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	243.20
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	60.92
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	78.58
<b>INVOICES TOTAL:</b>		<b>589.17</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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**543910-HISTORY MUSEUM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	64.07
	<b>INVOICES TOTAL:</b>	<b>64.07</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 PETTY CASH	PETTY CASH REIMBURSEMENT	105.11
	<b>INVOICES TOTAL:</b>	<b>105.11</b>

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	225.00
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	525.00
	<b>INVOICES TOTAL:</b>	<b>1,675.00</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	ENVIRONMENTAL ENG ASSISTANCE	4,596.89
1 HAMPTON LENZINI AND RENWICK INC	HANOVER TWSHP CAMPUS EXPANSION	832.50
1 HAMPTON LENZINI AND RENWICK INC	BARTLETT AUTOMOTIVE MALL	2,452.50
	<b>INVOICES TOTAL:</b>	<b>7,881.89</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND PAVING CONTRACTORS INC	TOVAR DRIVEWAY RELOCATION	99,594.90
	<b>INVOICES TOTAL:</b>	<b>99,594.90</b>

**1210-LIABILITY INSURANCE**

**544200-LIABILITY INS DEDUCTIBLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	2020 CLOSED CLAIMS OCTOBER	139.50
1 INTERGOVERNMENTAL RISK MGMT AGENCY	2021 CLOSED CLAIMS OCTOBER	6.74
	<b>INVOICES TOTAL:</b>	<b>146.24</b>

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	46.63
	<b>INVOICES TOTAL:</b>	<b>46.63</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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**522950-ORDINANCE CODIFICATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STERLING CODIFIERS/AMERICAN	ANNUAL WEB HOSTING FEE	500.00
<b>INVOICES TOTAL:</b>		<b>500.00</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER ROLLS/PENS/SUPPLIES	225.97
1 WAREHOUSE DIRECT	TONER	120.02
<b>INVOICES TOTAL:</b>		<b>345.99</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	LATE FEE	3.60
1 FEDERAL EXPRESS CORP	TAX LEVY FILING	61.82
<b>INVOICES TOTAL:</b>		<b>65.42</b>

**1500-PLANNING & DEV SERVICES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	72.19
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	21.02
<b>INVOICES TOTAL:</b>		<b>93.21</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	70.00
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	15.00
<b>INVOICES TOTAL:</b>		<b>85.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	27.50
<b>INVOICES TOTAL:</b>		<b>27.50</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS CITY/COUNTY MGMT ASSOC	JOB AD POSTING FEE	50.00
1 ILLINOIS MUNICIPAL LEAGUE	WEB EMPLOYMENT AD	35.00
<b>INVOICES TOTAL:</b>		<b>85.00</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - NOV 21	529.28
<b>INVOICES TOTAL:</b>		<b>529.28</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	25.00
<b>INVOICES TOTAL:</b>		<b>25.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 PETTY CASH	PETTY CASH REIMBURSEMENT	54.44
<b>INVOICES TOTAL:</b>		<b>54.44</b>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	144.77
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	96.23
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	235.91
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	88.84
1 VERIZON WIRELESS	WIRELESS SERVICES	456.20
<b>INVOICES TOTAL:</b>		<b>1,021.95</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MR CAR WASH	CAR WASHES/AUG-DEC 2021	98.67
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
<b>INVOICES TOTAL:</b>		<b>118.62</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	STANDING DESK CONVERTERS	679.96
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	256.19
1 RIMAGE CORPORATION	DVD-R DISCS	177.29
1 THE UPS STORE	SHIPPING CHARGES	13.28
1 WAREHOUSE DIRECT	INK CARTRIDGE	122.79
1 WAREHOUSE DIRECT	TONER	115.47
1 WAREHOUSE DIRECT	COFFEE FILTERS	22.23
<b>INVOICES TOTAL:</b>		<b>1,387.21</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	UNIFORM APPAREL	52.19
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	196.07
<b>INVOICES TOTAL:</b>		<b>248.26</b>

**532000-AUTOMOTIVE SUPPLIES**

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

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
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**	1 WEX BANK	FUEL PURCHASES - NOV 21	10,001.74
		<u>INVOICES TOTAL:</u>	<u>10,001.74</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	IPFPA RETIREMENT GUIDE	15.98
1 WAREHOUSE DIRECT	USB CHARGER STATION/SUPPLIES	226.48
1 WAREHOUSE DIRECT	NOTARY STAMP	37.50
1 WAREHOUSE DIRECT	USB CHARGER STATION/SUPPLIES	358.07
	<u>INVOICES TOTAL:</u>	<u>638.03</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VALLEY ELECTRICAL CONTRACTORS INC	BATTERY BACKUP LIGHT REPAIRS	505.00
	<u>INVOICES TOTAL:</u>	<u>505.00</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KATHRYN R JUZWIN	CONSULTING SERVICES	1,583.33
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	125.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	16.50
	<u>INVOICES TOTAL:</u>	<u>1,724.83</u>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KANE COUNTY CLERK	NOTARY REGISTRATION/B CAMARATA	11.00
1 WEST BEND MUTUAL INSURANCE CO	NOTARY FEE/H SUMNER	50.00
	<u>INVOICES TOTAL:</u>	<u>61.00</u>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 4IMPRINT	CRIME PREVENTION COLORING BOOKS	573.09
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	47.15
	<u>INVOICES TOTAL:</u>	<u>620.24</u>

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PHYSICIANS IMMEDIATE CARE - CHICAGO	PERSONNEL TESTING	1,446.00
	<u>INVOICES TOTAL:</u>	<u>1,446.00</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	20.00
	<u>INVOICES TOTAL:</u>	<u>20.00</u>

**1800-STREET MAINTENANCE**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	35.13
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,498.62
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	131.65
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	6,658.62
<b>INVOICES TOTAL:</b>		<b>8,324.02</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 POMP'S TIRE SERVICE INC	TIRE INSTALLATION FEES	409.56
1 SAFETY-KLEEN SYSTEMS INC	PARTS WASHER SOLVENT	389.53
1 WEST SIDE TRACTOR SALES	VEHICLE MAINTENANCE	727.12
<b>INVOICES TOTAL:</b>		<b>1,526.21</b>

**527112-SERVICE TO MAINTAIN STR LIGHTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMUND & NELSON CO	LIGHT POLE REPAIRS	4,733.00
<b>INVOICES TOTAL:</b>		<b>4,733.00</b>

**527113-SERVICES TO MAINT. GROUNDS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES - NOV 2021	2,535.00
<b>INVOICES TOTAL:</b>		<b>2,535.00</b>

**527130-SIDEWALK & CURB REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TIFFANY HUSAK	PUBLIC SIDEWALK REPLACEMENT	730.00
1 ASIM MUBASHIR	CURB REPLACEMENT	1,239.50
1 PATRICK NUTLEY	PUBLIC SIDEWALK REPLACEMENT	438.00
<b>INVOICES TOTAL:</b>		<b>2,407.50</b>

**527140-TREE TRIMMING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAF TREE CARE INC	GIS TREE INVENTORY UPDATES	8,360.00
<b>INVOICES TOTAL:</b>		<b>8,360.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	199.99
1 DULTMEIER SALES LLC	MATERIALS & SUPPLIES	95.00
1 FASTENAL COMPANY	MATERIALS & SUPPLIES	166.36
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	10.00
<b>INVOICES TOTAL:</b>		<b>471.35</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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**532010-FUEL PURCHASES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - NOV 21	5,893.49
	<b>INVOICES TOTAL:</b>	<b>5,893.49</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/CALENDARS	135.91
	<b>INVOICES TOTAL:</b>	<b>135.91</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	1,233.88
1 INTERSTATE BATTERY SYSTEM	MAINTENANCE SUPPLIES	45.95
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	16.43
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	148.40
1 WHOLESALE DIRECT INC	HYDRAULIC MOTORS	1,761.87
	<b>INVOICES TOTAL:</b>	<b>3,206.53</b>

**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUPERIOR ASPHALT MATERIALS LLC	ASPHALT PURCHASE	2,091.60
	<b>INVOICES TOTAL:</b>	<b>2,091.60</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	106.42
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	69.00
	<b>INVOICES TOTAL:</b>	<b>175.42</b>

**534800-STREET LIGHTS MAINT MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTANT ELECTRIC SUPPLY CO	STREET LIGHTING SUPPLIES	1,599.80
	<b>INVOICES TOTAL:</b>	<b>1,599.80</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	123.11
	<b>INVOICES TOTAL:</b>	<b>123.11</b>

**430000-DEVELOPER DEPOSITS FUND**

**262099-DEPOSIT-ORDINANCE 89-49**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WILLIAM RYAN HOMES INC	TOPO BOND REFUND/1269 HIGHPOINT	1,000.00
1 WILLIAM RYAN HOMES INC	TOPO BOND REFUND/1273 HIGHPOINT	1,000.00

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 2,000.00

**4440-BLUFF CITY TIF PROJ EXPENSES**

**547006-DEVELOPER NOTES INTEREST**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUFF CITY MATERIALS INC	DEVELOPER NOTE 1/1/22 PYMT	817,455.02
<u>INVOICES TOTAL:</u>		<u>817,455.02</u>

**4810-BREWSTER CRK TIF2000 PROJ EXP**

**547006-DEVELOPER NOTES INTEREST**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELMHURST CHICAGO STONE COMPANY	DEVELOPER NOTE 1/1/22 PYMT	310,553.69
<u>INVOICES TOTAL:</u>		<u>310,553.69</u>

**547007-DEVELOPER NOTES PRINCIPAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 ELMHURST CHICAGO STONE COMPANY	DEVELOPER NOTE 1/1/22 PYMT	2,225,000.00
<u>INVOICES TOTAL:</u>		<u>2,225,000.00</u>

**5000-WATER OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 M.E. SIMPSON CO INC	METER TESTING SERVICES	2,350.00
1 OTM ENVIRONMENTAL SERVICES INC	SERVICE AGREEMENT/AUG-NOV 2021	12,800.00
<u>INVOICES TOTAL:</u>		<u>15,150.00</u>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	374.08
<u>INVOICES TOTAL:</u>		<u>374.08</u>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	DECEMBER 2021 BILLING	733.77
<u>INVOICES TOTAL:</u>		<u>733.77</u>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BAXTER & WOODMAN	AWIA EMERGENCY RESPONSE PLAN	4,900.00
<u>INVOICES TOTAL:</u>		<u>4,900.00</u>

**524120-UTILITIES**

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

**VILLAGE OF BARTLETT**  
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1 COMMONWEALTH EDISON CO	ELECTRIC BILL	58.37
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	584.83
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	2,279.82
1 NICOR GAS	GAS BILL	262.76
<b>INVOICES TOTAL:</b>		<b>3,185.78</b>

**527120-SVCS TO MAINT MAINS/STORM LINE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	GRAVEL PURCHASE	799.52
<b>INVOICES TOTAL:</b>		<b>799.52</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS & SUPPLIES	1,274.68
1 USA BLUE BOOK	MATERIALS & SUPPLIES	215.55
<b>INVOICES TOTAL:</b>		<b>1,490.23</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	TEMPORARY JOB SITE LIGHT	120.05
<b>INVOICES TOTAL:</b>		<b>120.05</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - NOV 21	955.53
<b>INVOICES TOTAL:</b>		<b>955.53</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/CALENDARS	127.06
<b>INVOICES TOTAL:</b>		<b>127.06</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	16.43
1 RANDALL PRESSURE SYSTEMS INC	MAINTENANCE SUPPLIES	111.70
<b>INVOICES TOTAL:</b>		<b>128.13</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	106.43
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	69.00
<b>INVOICES TOTAL:</b>		<b>175.43</b>

**541600-PROFESSIONAL DEVELOPMENT**

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

**VILLAGE OF BARTLETT**  
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**	1	PETTY CASH	PETTY CASH REIMBURSEMENT	21.11
			<u>INVOICES TOTAL:</u>	<u>21.11</u>

**5100-SEWER OPERATING EXPENSES**

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	SEBIS DIRECT INC	DECEMBER 2021 BILLING	733.76
		<u>INVOICES TOTAL:</u>	<u>733.76</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	62.28
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	219.51
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	78.50
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	162.85
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	113.87
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	326.39
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	363.79
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	86.91
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	213.71
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	303.41
		<u>INVOICES TOTAL:</u>	<u>1,931.22</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	AIRGAS USA LLC	CYLINDER RENTAL	200.00
1	KIMBALL MIDWEST	MATERIALS & SUPPLIES	138.67
		<u>INVOICES TOTAL:</u>	<u>338.67</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT		
**	1	WEX BANK	FUEL PURCHASES - NOV 21	1,272.14
			<u>INVOICES TOTAL:</u>	<u>1,272.14</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	WAREHOUSE DIRECT	PENS	13.62
1	WAREHOUSE DIRECT	PAPER/CALENDARS	136.57
		<u>INVOICES TOTAL:</u>	<u>150.19</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	AUTOZONE INC	MAINTENANCE SUPPLIES	357.23
1	KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	16.43
1	LIONHEART CRITICAL POWER	CONTROLLER REPLACEMENT	4,147.75
1	NAPA AUTO PARTS	MAINTENANCE SUPPLIES	474.70

\*\* Indicates pre-issue check.

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1 WEST SIDE ELECTRIC SUPPLY INC	MAINTENANCE SUPPLIES	203.65
		<u>INVOICES TOTAL:</u>
		<u>5,199.76</u>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES - NOV 2021	105.00
		<u>INVOICES TOTAL:</u>
		<u>105.00</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	106.43
		<u>INVOICES TOTAL:</u>
		<u>106.43</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	21.11
		<u>INVOICES TOTAL:</u>
		<u>21.11</u>

**510000-SEWER FUND**

**200504-FRWRD PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE CO SEWER TREATMENT/DEC 21	848.14
		<u>INVOICES TOTAL:</u>
		<u>848.14</u>

**5190-SEWER CAPITAL PROJECTS EXP**

**582026-LIFT STATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TROTTER & ASSOCIATES INC	LIFT STATION REHAB/EASEMENTS	2,013.25
1 TROTTER & ASSOCIATES INC	LIFT STATION REHAB/DESIGN	32.57
		<u>INVOICES TOTAL:</u>
		<u>2,045.82</u>

**582027-WWTP FACILITY IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STRAND ASSOCIATES INC	WRF/BIDDING-RELATED	29,760.00
		<u>INVOICES TOTAL:</u>
		<u>29,760.00</u>

**5200-PARKING OPERATING EXPENSES**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	392.59
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	47.07
		<u>INVOICES TOTAL:</u>
		<u>439.66</u>

\*\* Indicates pre-issue check.

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**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	100.00
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	117.50
1 BURKE SOUND & SECURITY CORP	BURGLAR ALARM MONITORING	456.00
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	42.84
<b>INVOICES TOTAL:</b>		<b>716.34</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	1,136.29
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	33.89
<b>INVOICES TOTAL:</b>		<b>1,170.18</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	COPY PAPER/CHANDELIER BULBS	10.00
<b>INVOICES TOTAL:</b>		<b>10.00</b>

**5510-GOLF MAINTENANCE EXPENSES**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
<b>INVOICES TOTAL:</b>		<b>100.00</b>

**522500-EQUIPMENT RENTALS**

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

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	378.78
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	11.30
<b>INVOICES TOTAL:</b>		<b>390.08</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	799.00
<b>INVOICES TOTAL:</b>		<b>799.00</b>

\*\* Indicates pre-issue check.

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**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MID-TOWN PETROLEUM ACQUISITION LLC	AUTOMOTIVE SUPPLIES	1,312.60
	<b>INVOICES TOTAL:</b>	<b>1,312.60</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	336.50
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	31.25
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	18.82
1 REINDERS INC	MAINTENANCE SUPPLIES	1,180.75
1 REINDERS INC	MAINTENANCE SUPPLIES	51.00
1 REINDERS INC	MAINTENANCE SUPPLIES	611.25
	<b>INVOICES TOTAL:</b>	<b>2,229.57</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE TOPSOIL INC	GRAVEL PURCHASE	365.00
1 FAULKES BROS CONSTRUCTION INC	TOPDRESSING SAND	1,706.03
1 FAULKES BROS CONSTRUCTION INC	BUNKER SAND	772.62
1 FAULKES BROS CONSTRUCTION INC	BUNKER SAND	752.76
1 L & M GREENHOUSES	CHRISTMAS WREATHS	110.56
1 L & M GREENHOUSES	DOWN PAYMENT/SPRING ANNUALS	350.00
	<b>INVOICES TOTAL:</b>	<b>4,056.97</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DOORMASTER GARAGE DOOR CO LLC	COMMERCIAL DOOR REPAIRS	382.00
1 DOORMASTER GARAGE DOOR CO LLC	EQUIPMENT REPLACEMENT/REMOTES	3,867.00
1 TOP TO BOTTOM INSTALLATIONS	BURGLAR ALARM MONITORING	150.00
	<b>INVOICES TOTAL:</b>	<b>4,399.00</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GOLF COURSE SUPERINTENDENTS	MEMBERSHIP DUES/M GIERMAK	400.00
1 MIDWEST ASSOC OF GOLF COURSE	MEMBERSHIP RENEWAL/M GIERMAK	200.00
	<b>INVOICES TOTAL:</b>	<b>600.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VINTAGE GOLF CONSTRUCTION LLC	BUNKER RECONSTRUCTION	4,500.00
	<b>INVOICES TOTAL:</b>	<b>4,500.00</b>

**5560-GOLF RESTAURANT EXPENSES**

\*\* Indicates pre-issue check.

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**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS LLC	CLEANED BEER LINES	52.00
1 ECOLAB INC	WATER SOFTENER RENTAL	49.50
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	108.33
1 SYSCO FOOD SERVICES - CHICAGO	ECOLAB DISH LEASE - JUNE 2021	90.00
1 SYSCO FOOD SERVICES - CHICAGO	ECOLAB DISH LEASE - JULY 2021	90.00
1 SYSCO FOOD SERVICES - CHICAGO	ECOLAB DISH LEASE - AUG 2021	90.00
1 SYSCO FOOD SERVICES - CHICAGO	ECOLAB DISH LEASE - SEPT 2021	90.00
<b>INVOICES TOTAL:</b>		<b>569.83</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	189.39
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	5.65
<b>INVOICES TOTAL:</b>		<b>195.04</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	85.00
1 SYSCO FOOD SERVICES - CHICAGO	DISPENSER LABELS	8.00
1 SYSCO FOOD SERVICES - CHICAGO	DIGITAL THERMOMETERS	69.57
1 SYSCO FOOD SERVICES - CHICAGO	ASHTRAYS	16.59
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	131.60
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	123.45
<b>INVOICES TOTAL:</b>		<b>434.21</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	COPY PAPER/CHANDELIER BULBS	10.00
<b>INVOICES TOTAL:</b>		<b>10.00</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	100.00
1 GRECO AND SONS INC	FOOD PURCHASE	26.99
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	120.00
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	172.19
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	50.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	30.00
<b>INVOICES TOTAL:</b>		<b>499.18</b>

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SERVICE	19.00

\*\* Indicates pre-issue check.

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1 ALSCO	LINEN SERVICES	118.14
1 ALSCO	LINEN SERVICES	136.86
1 BB WEDDINGS & EVENTS INC	CHAIR RENTAL	570.00
1 BB WEDDINGS & EVENTS INC	CHAIR COVER/SASH RENTAL	225.00
1 BB WEDDINGS & EVENTS INC	CHAIR COVER/SASH RENTAL	281.25
1 BB WEDDINGS & EVENTS INC	CHAIR COVER/SASH RENTAL	225.00
1 BB WEDDINGS & EVENTS INC	CHAIR COVER/SASH RENTAL	25.00
1 BB WEDDINGS & EVENTS INC	CHAIR COVER/SASH RENTAL	371.25
1 BB WEDDINGS & EVENTS INC	CHAIR COVER RENTAL	360.00
1 BB WEDDINGS & EVENTS INC	CHAIR COVER/SASH RENTAL	360.00
1 ECOLAB INC	WATER SOFTENER RENTAL	49.50
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	108.34
1 SYSCO FOOD SERVICES - CHICAGO	ECOLAB DISH LEASE - JUNE 2021	90.00
1 SYSCO FOOD SERVICES - CHICAGO	ECOLAB DISH LEASE - JULY 2021	90.00
1 SYSCO FOOD SERVICES - CHICAGO	ECOLAB DISH LEASE - AUG 2021	90.00
1 SYSCO FOOD SERVICES - CHICAGO	ECOLAB DISH LEASE - SEPT 2021	90.00
	<b>INVOICES TOTAL:</b>	<b><u>3,209.34</u></b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BB WEDDINGS & EVENTS INC	CHAIR RENTAL	546.25
	<b>INVOICES TOTAL:</b>	<b><u>546.25</u></b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	189.39
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	5.65
	<b>INVOICES TOTAL:</b>	<b><u>195.04</u></b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	139.59
1 MLA WHOLESALE INC	FLOWERS	71.00
1 MLA WHOLESALE INC	FLOWERS	75.20
1 SYSCO FOOD SERVICES - CHICAGO	MISC. CHARGES	4.70
1 SYSCO FOOD SERVICES - CHICAGO	DISPENSER LABELS	4.45
1 SYSCO FOOD SERVICES - CHICAGO	DIGITAL THERMOMETERS	69.57
1 SYSCO FOOD SERVICES - CHICAGO	PASTRY BAGS	11.18
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	300.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	123.45
	<b>INVOICES TOTAL:</b>	<b><u>799.14</u></b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	COPY PAPER/CHANDELIER BULBS	32.98
	<b>INVOICES TOTAL:</b>	<b><u>32.98</u></b>

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**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	213.91
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	245.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	102.70
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	1,077.21
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	1,049.65
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	322.20
1 GRECO AND SONS INC	FOOD PURCHASE	235.19
1 GRECO AND SONS INC	FOOD PURCHASE	679.34
1 GRECO AND SONS INC	FOOD PURCHASE	328.98
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	106.23
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	1,539.64
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	853.44
1 TEC COFFEE & FOODS	COFFEE PURCHASE	87.75
<b>INVOICES TOTAL:</b>		<b>6,841.24</b>

**6000-CENTRAL SERVICES EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST MECHANICAL	QUARTERLY MAINTENANCE AGREEMENT	2,859.00
<b>INVOICES TOTAL:</b>		<b>2,859.00</b>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTER FOR INTERNET SECURITY INC	ENDPOINT SECURITY & MONITORING	1,632.00
1 SHI	FORTIANALYZER SUPPORT RENEWAL	882.00
<b>INVOICES TOTAL:</b>		<b>2,514.00</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	274.13
1 VALLEY FIRE PROTECTION SYSTEMS LLC	AIR COMPRESSOR REPAIRS	772.00
<b>INVOICES TOTAL:</b>		<b>1,046.13</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,155.49
1 COMCAST	INTERNET SERVICE	198.40
<b>INVOICES TOTAL:</b>		<b>4,353.89</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	40.32
<b>INVOICES TOTAL:</b>		<b>40.32</b>

\*\* Indicates pre-issue check.

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**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	169.76
1 WAREHOUSE DIRECT	PAPER	402.06
1 WAREHOUSE DIRECT	PAPER	67.01
<b>INVOICES TOTAL:</b>		<b>638.83</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS GIS ASSOCIATION	ANNUAL MEMBERSHIP DUES	85.00
<b>INVOICES TOTAL:</b>		<b>85.00</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INSIGHT PUBLIC SECTOR INC	MAC MINI REPLACEMENT	723.82
<b>INVOICES TOTAL:</b>		<b>723.82</b>

**7000-POLICE PENSION EXPENDITURES**

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHERN ILLINOIS UNIVERSITY	SEMINAR/ORDER 672992 DAN PALMER	275.00
1 MICHAEL POREMBA	IPPFA ONLINE TRAINING	275.00
<b>INVOICES TOTAL:</b>		<b>550.00</b>

**GRAND TOTAL: 3,972,225.76**

GENERAL FUND	499,146.48
DEVELOPER DEPOSITS FUND	2,000.00
BLUFF CITY TIF PROJECT FUND	817,455.02
BREWSTER CRK2000 TIF PROJ FUND	2,535,553.69
WATER FUND	28,160.69
SEWER FUND	42,512.24
PARKING FUND	439.66
GOLF FUND	34,146.99
CENTRAL SERVICES FUND	12,260.99
POLICE PENSION FUND	550.00
<b>GRAND TOTAL</b>	<b>3,972,225.76</b>

\*\* Indicates pre-issue check.



# Agenda Item Executive Summary

Item Name Proposed Text Amendment for Outdoor Dining and Temporary Uses Committee or Board Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

Currently, outdoor seating for restaurants and bars requires a special use permit in the Zoning Ordinance. The Village of Bartlett temporarily relaxed the outdoor seating regulations for restaurants and bars and allowed temporary outdoor dining without having to obtain a special use permit for a limited time in an attempt to support businesses during the Governor's Restore Illinois Plan in 2020 and 2021.

As part of the Village's on-going effort to support businesses, Staff is recommending:

- text amendments to the Zoning Ordinance to update current restaurant designations and allow restaurants to have outdoor seating/dining on patios and private sidewalks as an accessory use in all commercial districts and the I-2 EDA zoning district
- creating a new "Temporary Use" chapter in the Zoning Ordinance to regulate uses that are only on a site for a limited time including, but not limited to:
  - outdoor dining in private parking lots,
  - outdoor dining on public sidewalks (downtown),
  - Christmas tree sales,
  - farmers markets, and
  - drive-up medical testing.

The Zoning Board of Appeals reviewed the text amendments and conducted the required public hearing on December 2, 2021. The Zoning Board of Appeals **recommended approval** of the text amendments.

*This case is being forwarded directly to the Village Board for a final vote.*

## ATTACHMENTS (PLEASE LIST)

PDS memo, Ordinance, minutes of the December 2, 2021 Zoning Board of Appeals meeting

## ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance - Move to approve Ordinance #2022-\_\_\_ An Ordinance Amending the Bartlett Municipal Code Title 10 Zoning to Amend Restaurant Designations, Add Provisions for Outdoor Dining and Create Chapter 3A: Temporary Uses
- Motion

Staff: Roberta Grill, Planning and Development Services  
Director

Date: 12/22/2021

**PLANNING & DEVELOPMENT SERVICES MEMORANDUM**

21-117

DATE: December 22, 2021

TO: Paula Schumacher, Village Administrator

FROM: Roberta Grill, Planning & Development Services Director 

RE: **#2021-14 Temporary Uses & Outdoor Dining Text Amendments**

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Currently, outdoor seating for restaurants and bars requires a special use permit in the Zoning Ordinance. The Village of Bartlett temporarily relaxed the outdoor seating regulations for restaurants and bars and allowed temporary outdoor dining without having to obtain a special use permit for a limited time in an attempt to support businesses during the Governor's Restore Illinois Plan in 2020 and 2021. Temporary outdoor dining permits were required for those restaurants that provided outdoor dining during this time period.

In addition to temporary outdoor dining areas, Staff has also received requests to allow other temporary uses, such as medical testing facilities within parking lots. The current Zoning Ordinance does not address uses that are only intended to be on a site for a limited period of time. During Staff's ongoing research of other communities' zoning ordinances, it was found that several have adopted Temporary Use chapters to address this new trend.

The Staff recommends the following text amendments to the Zoning Ordinance:

- Amend Titles 10-6A-4, 10-6B-4, 10-6C-4, 10-6D-4 and 10-7C-4: SPECIAL USES to remove the existing restaurant designations and replace with "Restaurants serving liquor" in the B-1, B-2, B-3, B-4 and I-2 EDA Zoning Districts.
- Amend Titles 10-6A-5, 10-6B-5, 10-6C-5, 10-6D-5 and 10-7C-5: ACCESSORY USES to add "The outdoor service and consumption of food and alcoholic beverages in conjunction with a restaurant on the property" in the B-1, B-2, B-3, B-4 and I-2 EDA Zoning Districts
- Amend Title 10-3-2:B PERMITTED ACCESSORY USES AND STRUCTURES to add "Outdoor service and consumption of food and alcoholic beverages in conjunction with a restaurant on the property, in the B-1, B-2, B-3, B-4 and I-2 EDA Zoning Districts only, in accordance with section 10-3A-1 of this chapter".
- Creating Chapter 3A TEMPORARY USES:

**CHAPTER 3A: TEMPORARY USES**

**Organization:**

- 10-3A-1 Purpose
- 10-3A-2 Allowed Temporary Uses
- 10-3A-3 Permit Required
- 10-3A-4 Regulations for Specific Temporary Uses

**10-3A-1: Purpose:**

Temporary uses and structures, which are necessary or desirable for a period of time, but are not intended to be established on a permanent basis may be allowed to occupy a zoning lot provided the temporary use and structure are regulated with respect to location and operation. To qualify as temporary, the use shall be established for a fixed period of time with the intent to discontinue the use at the end of such specified time.

**10-3A-2: Allowed Temporary Uses**

Uses identified with a "T" in Table 3A-1 of this section are allowed as of right in each respective district, provided the uses comply with all applicable standards of this chapter and a temporary use permit has been issued by the Planning and Development Services Department. Other uses which are similar and compatible to those listed as temporary uses in this section may be allowed by the Zoning Administrator.

**TABLE 3A-1  
 TEMPORARY USES**

		B-1	B-2	B-3	B-4	I-2 EDA	P-1
Temporary medical testing facility		T	T	T	T		
Temporary outdoor dining	located within a parking lot	T	T	T	T	T	T
	located on a public sidewalk	T					
Temporary sales	Christmas tree sales lots	T	T	T	T		T
	Farmers' market	T	T	T	T		T

### 10-3A-3: Temporary Use Permits

- A. Permit Required:** No temporary use shall be established unless a temporary use permit evidencing the compliance of the use with the provisions of this section and other applicable provisions of this chapter has been issued by the Zoning Administrator. The Zoning Administrator shall be authorized to impose conditions on the temporary use permit as are deemed appropriate and necessary to achieve the purposes of the Zoning Ordinance and to minimize the impact of the temporary use on surrounding permanent uses.
- B. Application:** Applications for temporary use permits shall be submitted to the Planning & Development Services Department. Applications shall be submitted at least 30 days prior to the proposed commencement of the temporary use, unless this timeframe is reduced by the Zoning Administrator. Each application shall be accompanied by:
1. A site plan, drawn to scale, showing the location of structures, improvements, parking areas and other features that exist or are proposed on the site;
  2. Signed, written permission from the property owner of, or the agency having jurisdiction over, the subject property allowing the temporary use;
  3. A \$25 fee shall be paid at the time of application;
  4. Additional information as required in accordance with section 10-3A-3C of this chapter.
- C. Standards:** The following standards shall apply to all temporary uses unless otherwise expressly stated:
1. A building permit and inspection(s) shall be obtained for any temporary structure, including but not limited to, trailers and tents.
  2. No permanent or temporary electrical connection shall be installed without an electrical permit and inspection.
  3. Temporary structures shall be located at least five feet from any buildings or structures on the subject property.
  4. No signs in connection with a temporary use shall be permitted except in accordance with chapter 12 of this title. All temporary signage shall be removed immediately upon cessation of the temporary use.
  5. Temporary uses or structures shall not encroach into any required landscaping nor shall any landscaping be removed without approval by the Zoning Administrator.
  6. Parking areas shall be provided for the temporary use (in addition to the required parking for any principal use existing or proposed on the site), and the areas shall be capable of accommodating the number of parking spaces that are required for the most similar use type in accordance with chapter 11 of this title.

7. Requests for modifications or waivers from any of the parking requirements of this section shall require review and approval in accordance with the variation procedures in chapter 13 of this title.
8. The Zoning Administrator shall have the authority to suspend, revoke, or modify a temporary use permit immediately upon determination that the conditions and/or requirements set forth in the permit have been violated. Written notice of the Zoning Administrator's determination to suspend, revoke, or modify the permit shall be promptly provided to the applicant. A determination under this subsection (C) shall be final and conclusive unless the applicant files an appeal in accordance with the procedures of chapter 13 of this title.
9. The Zoning Administrator shall have the authority to deny a temporary use permit to any person who owns, applied for or otherwise caused an uncorrected violation of a provision of this chapter or who has demonstrated a willful history of violations, including any condition attached to a permit or approval previously granted by the village. This provision shall apply regardless of whether the property for which the permit or other approval is sought is the property in violation.
10. The Zoning Administrator shall have the authority to deny temporary use permits on any land or structure or improvements thereon, upon which there is an uncorrected violation of a provision of this chapter, including any condition attached to a permit or approval previously granted by the village. This enforcement provision shall apply regardless of whether the current owner or applicant is responsible for the violation in question.

**10-3A-4: REGULATIONS FOR SPECIFIC TEMPORARY USES:**

**A. Temporary medical testing facility**

1. Provide a narrative of the specimen collection and handling procedures;
2. Documentation on employee access to required water and sanitary facilities;
3. The site plan must include:
  1. Proposed directional signage;
  2. The location and dimensions of any structures (separate building permits are required for tents, trailers, etc.)
  3. Designated parking stalls for customers and/or employees
  4. The dimension/distance from the medical testing facility to employee bathroom facilities.
4. Proof of a Clinical Laboratory Improvement Amendments (CLIA) Certificate of Waiver issued by the Illinois Department of Public Health;
5. The property shall be of sufficient size to provide adequate off-street parking in addition to the required parking for any existing use(s) on the property;

6. All temporary structures must maintain a minimum 20-foot setback from all property lines, streets, and public rights-of-way and must not obstruct the vision clearance triangle;

**B. Temporary outdoor dining areas:** must be operated in conjunction with a restaurant on the same property or a restaurant that is adjacent to the public sidewalk subject to the following additional regulations:

1. The site plan must include:
  - a. the location and height of barriers/fencing, if applicable,
  - b. the placement of tables, chairs, planters, umbrellas, and temporary structures
  - c. all existing features such as trees, fire hydrants, and building entrances
  - d. the overall dimensions of the dining area
  - e. the width of the access into the dining area
  - f. the overall width of the sidewalk, if applicable
2. Hours of operation are limited to 7:00 am to 10:00 pm;
3. A Class OS license must be obtained if alcohol is to be served in the outdoor dining area;
4. All alcohol shall be dispensed from within the principal structure/establishment. No bar may be set up or operated within the outdoor area.
5. No amplified sound shall be permitted unless an amplifier permit has been issued. Exception: music played through a speaker for background music will be allowed until 10 pm provided the volume and sound level at which it is played does not create a nuisance beyond the permitted outdoor dining area.
6. Dining areas must be within 100 feet from the customer entrance of the building;
7. Covered trash receptacles shall be provided if the area is self-service and emptied daily;
8. Refuse from outdoor dining areas shall not be disposed in public waste receptacles;
9. Direct and clear access to the restrooms within the restaurant must be provided;
10. Dining areas may not extend past the frontage of the restaurant establishment without the written consent of the adjacent business and the property owner;
11. The outdoor sales, serving and consumption area must meet all village, county and/or state health regulations;
12. In the case of severe weather, all moveable items shall be secured, removed or placed inside;
13. It is the responsibility of the owner to ensure the safe removal of ice and snow for tents and membrane-covered structures during winter months.
14. Location: Temporary outdoor dining on a public/private sidewalk:

- a. A minimum 5-foot wide portion of the sidewalk must remain free and clear of obstructions;
  - b. No fixtures shall be attached to the sidewalk;
  - c. Attachments to village utilities, utility poles, street lights, trash cans and other street furniture is prohibited;
  - d. A certificate of insurance naming the owner of the sidewalk as an additional insured for the term of the permit. Said certificate shall include a liability policy of not less than \$1,000,000 per occurrence when the sidewalk is located on public property.
  - e. A Use of Public Property and Hold Harmless Agreement as set forth in APPENDIX A, to the "Bartlett Liquor Control Ordinance Title 3 Chapter 3 of the Bartlett Municipal Code", whether or not alcohol is proposed to be served on said public sidewalk, must be submitted with the permit application for use of a public sidewalk;
  - f. Temporary outdoor dining areas located within the Village right-of-way shall only be permitted between March 31<sup>st</sup> and November 15<sup>th</sup> of each year.
15. Location: Temporary outdoor dining areas within a parking lot:
- a. May not be located within handicap accessible parking spaces or designated fire lanes and may not block drive aisles;
  - b. Must be separated from adjacent parking spaces and drive aisles with barricades such as railing, fencing or stanchions having a minimum height of 36 inches.
  - c. A certificate of insurance naming the owner of the parking lot as an additional insured for the term of the permit.

### **C. Temporary sales**

- 1. Christmas tree sales lots may be allowed by temporary use permit in all commercial and public lands zoning districts for a period not to exceed 45 days per calendar year. If the principal use of the property is a retail greenhouse/nursery or garden center, no temporary use permit shall be required.
  - a. All sales shall be conducted at least 20 feet from the right-of-way of any street.
  - b. A minimum 20-foot setback shall be maintained from property used or zoned for residential purposes.
  - c. The property shall be of sufficient size to provide adequate off-street parking in addition to required parking for any existing use on the property.
  - d. Sales shall be conducted in such a manner so as not to interfere with traffic or cause a nuisance.
  - e. All trees must be removed no later than December 31 of the same year.
  - f. Documentation on employee access to required water and sanitary facilities.

2. Farmer's market, an area for farmers and gardeners to sell agricultural produce and products to the public, may be allowed by temporary use permit in all commercial and public lands zoning districts.
  - a. Sales may be conducted from tents, open booths, or temporary structures.
  - b. Farmers' markets shall have specific hours of operation specified in the temporary use permit.
  - c. All sales booths and temporary structures being used to sell produce and products must maintain a minimum of 20-foot setback from all property lines, streets, and public rights-of-way.
  - d. The property shall be of sufficient size to provide adequate off-street parking in addition to required parking for any existing use on the property.
  - e. Sales shall be conducted in such a manner so as not to interfere with traffic or cause a nuisance.
  - f. The operator and/or vendors must operate in compliance with all applicable state and federal laws and obtain all permits and registrations as required by village, county and state health departments prior to issuance of a temporary use permit.
  - g. Documentation on employee access to required water and sanitary facilities.

### **RECOMMENDATION**

1. The Zoning Board of Appeals reviewed the text amendments and conducted the required public hearing on December 2, 2021. **The Zoning Board of Appeals recommended approval.**
2. An ordinance approving the text amendments and the Zoning Board of Appeals meeting minutes are attached for your review.

ORDINANCE 2022 - \_\_\_\_\_

**AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE  
TITLE 10 ZONING TO AMEND RESTAURANT DESIGNATIONS, ADD PROVISIONS  
FOR OUTDOOR DINING AND CREATE CHAPTER 3A: TEMPORARY USES**

---

**WHEREAS**, the Village of Bartlett regulates development under authority of its Zoning Ordinance and related ordinances; and

**WHEREAS**, the Bartlett Village Board amends these ordinances from time to time in the public interest; and

**WHEREAS**, the Bartlett Zoning Board of Appeals reviewed text amendments that: (a) amend the current restaurant designations in the commercial districts, (b) add provisions to allow outdoor dining as an accessory use for restaurants in the B-1 (Village Center), B-2 (Local Convenience), B-3 (Neighborhood Shopping), B-4 (Community Shopping) and I-2 EDA (Economic Development Overlay Area) Zoning Districts, and (c) creates Chapter 3A: Temporary Uses (Case #21-14) on December 2, 2021 and has recommended to the corporate authorities that the text amendments be adopted; and

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

**SECTION ONE:** That Section 10 of the Bartlett Municipal Code, entitled "Zoning" is hereby amended to repeal the following use in Section 10-6A-3. entitled, "Permitted Uses":

Indoor, sitdown restaurants without liquor, for consumption of food on the premises only.

And the following permitted use is hereby added to Section 10-6A-3:C. of the Bartlett Municipal Code, to replace said repealed use, as follows:

Restaurants, without liquor

**SECTION TWO:** That Section 10 of the Bartlett Municipal Code, entitled "Zoning" is hereby amended to repeal the following use in Section 10-6A-4 entitled, "Special Uses":

Restaurants, indoor, sit down, serving liquor, including carryouts.

And the following special use is hereby added, in alphabetical order, to Section 10-6A-3 of the Bartlett Municipal Code, to replace said repealed use, as follows:

Restaurants, serving liquor

**SECTION THREE:** That Section 10 of the Bartlett Municipal Code, entitled "Zoning" is hereby amended to repeal the following use in Section 10-6B-3 entitled, "Permitted Uses":

Restaurants, but not including dancing, the serving of alcoholic beverages, or drive-in establishments

And the following permitted use is hereby added to Section 10-6B-3:C. of the Bartlett Municipal Code, to replace said repealed use, as follows:

Restaurants, without liquor

**SECTION FOUR:** That Section 10 of the Bartlett Municipal Code, entitled "Zoning" is hereby amended to add the following use, in alphabetical order, in Section 10-6B-4 entitled, "Special Uses":

Restaurants, drive-in or serving liquor

**SECTION FIVE:** That Section 10 of the Bartlett Municipal Code, entitled "Zoning" is hereby amended to repeal the following uses in Section 10-6C-4 entitled, "Special Uses":

Restaurants and cocktail lounges with dancing and the serving of alcoholic beverages, including the outdoor service and consumption of food and alcoholic beverages on the property.

Restaurants, drive-in or those serving alcoholic beverages.

And the following special use is hereby added, in alphabetical order, to Section 10-6C-4 of the Bartlett Municipal Code, to replace said repealed uses, as follows:

Restaurants, drive-in or serving liquor

**SECTION SIX:** That Section 10 of the Bartlett Municipal Code, entitled “Zoning” is hereby amended to repeal the following use in Section 10-6D-4 entitled, “Special Uses”:

Restaurants, drive-in

Restaurants, indoor, sit-down serving liquor

And the following special use is hereby added, in alphabetical order, to Section 10-6D-4 of the Bartlett Municipal Code, to replace said repealed use, as follows:

Restaurants, drive-in or serving liquor

**SECTION SEVEN:** That Section 10 of the Bartlett Municipal Code, entitled “Zoning” is hereby amended to repeal the following use in Section 10-7C-4 entitled, “Special Uses”:

Restaurants, drive-in

Restaurants, serving alcohol

And the following special use is hereby added, in alphabetical order, to Section 10-7C-4 of the Bartlett Municipal Code, to replace said repealed use, as follows:

Restaurants, drive-in or serving liquor

**SECTION EIGHT:** That Title 10, Chapter 3 of the Bartlett Municipal Code, entitled “ACCESSORY USES, BUILDINGS AND STRUCTURES” is hereby amended to add the following accessory use, in alphabetical order, to Section 10-3-2:B entitled, “Allowable accessory uses and structures in office, business and industrial districts”:

Outdoor service and consumption of food and alcoholic beverages in conjunction with a restaurant on the property, in the B-1, B-2, B-3, B-4 and I-2 EDA Zoning Districts only, in accordance with section 10-3A-1 of this chapter.

**SECTION NINE:** That Title 10, Chapter 6, Article A of the Bartlett Municipal Code, entitled “B-1 VILLAGE CENTER DISTRICT” is hereby amended to add the

following accessory use, in alphabetical order to Section 10-6A-5 entitled, "Accessory Uses":

The outdoor service and consumption of food and alcoholic beverages in conjunction with a restaurant on the property

**SECTION TEN:** That Title 10, Chapter 6, Article B of the Bartlett Municipal Code, entitled "B-3 LOCAL CONVENIENCE SHOPPING DISTRICT" is hereby amended to add the following accessory use, in alphabetical order to Section 10-6B-5 entitled, "Accessory Uses":

The outdoor service and consumption of food and alcoholic beverages in conjunction with a restaurant on the property

**SECTION ELEVEN:** That Title 10, Chapter 6, Article C of the Bartlett Municipal Code, entitled "B-3 NEIGHBORHOOD SHOPPING DISTRICT" is hereby amended to add the following accessory use, in alphabetical order to Section 10-6C-5 entitled, "Accessory Uses":

The outdoor service and consumption of food and alcoholic beverages in conjunction with a restaurant on the property

**SECTION TWELVE:** That Title 10, Chapter 6, Article D of the Bartlett Municipal Code, entitled "B-4 COMMUNITY SHOPPING DISTRICT" is hereby amended to add the following accessory use, in alphabetical order to Section 10-6D-5 entitled, "Accessory Uses":

The outdoor service and consumption of food and alcoholic beverages in conjunction with a restaurant on the property

**SECTION THIRTEEN:** That Title 10, Chapter 7, Article C of the Bartlett Municipal Code, entitled "I-2 ECONOMIC DEVELOPMENT AREA OVERLAY DISTRICT" is hereby amended to add the following accessory use, in alphabetical order to Section 10-7C-5 entitled, "Accessory Uses":

The outdoor service and consumption of food and alcoholic beverages in conjunction with a restaurant on the property

**SECTION FOURTEEN:** That Title 10 of the Bartlett Municipal Code, entitled "Zoning" is hereby amended to add "Chapter 3A: Temporary Uses" as follows:

### **CHAPTER 3A: TEMPORARY USES**

#### **Organization:**

- 10-3A-1 Purpose
- 10-3A-2 Allowed Temporary Uses
- 10-3A-3 Permit Required
- 10-3A-4 Regulations for Specific Temporary Uses

#### **10-3A-1: Purpose:**

Temporary uses and structures, which are necessary or desirable for a period of time, but are not intended to be established on a permanent basis may be allowed to occupy a zoning lot provided the temporary use and structure are regulated with respect to location and operation. To qualify as temporary, the use shall be established for a fixed period of time with the intent to discontinue the use at the end of such specified time.

#### **10-3A-2: Allowed Temporary Uses**

Uses identified with a "T" in Table 3A-1 of this section are allowed as of right in each respective district, provided the uses comply with all applicable standards of this chapter and a temporary use permit has been issued by the Planning and Development Services Department. Other uses which are similar and compatible to those listed as temporary uses in this section may be allowed by the Zoning Administrator.

**TABLE 3A-1  
TEMPORARY USES**

		B-1	B-2	B-3	B-4	I-2 EDA	P-1
<b>Temporary medical testing facility</b>		T	T	T	T		
<b>Temporary outdoor dining</b>	<b>located within a parking lot</b>	T	T	T	T	T	T
	<b>located on a public sidewalk</b>	T					
<b>Temporary sales</b>	<b>Christmas tree sales lots</b>	T	T	T	T		T
	<b>Farmers' market</b>	T	T	T	T		T

**10-3A-3: Temporary Use Permits**

- A. Permit Required:** No temporary use shall be established unless a temporary use permit evidencing the compliance of the use with the provisions of this section and other applicable provisions of this chapter has been issued by the Zoning Administrator. The Zoning Administrator shall be authorized to impose conditions on the temporary use permit as are deemed appropriate and necessary to achieve the purposes of the Zoning Ordinance and to minimize the impact of the temporary use on surrounding permanent uses.
- B. Application:** Applications for temporary use permits shall be submitted to the Planning & Development Services Department. Applications shall be submitted at least 30 days prior to the proposed commencement of the temporary use, unless this timeframe is reduced by the Zoning Administrator. Each application shall be accompanied by:
1. A site plan, drawn to scale, showing the location of structures, improvements, parking areas and other features that exist or are proposed on the site;
  2. Signed, written permission from the property owner of, or the agency having jurisdiction over, the subject property allowing the temporary use;
  3. A \$25 fee shall be paid at the time of application;
  4. Additional information as required in accordance with section 10-3A-3C of this chapter.
- C. Standards:** The following standards shall apply to all temporary uses unless

otherwise expressly stated:

1. A building permit and inspection(s) shall be obtained for any temporary structure, including but not limited to, trailers and tents.
2. No permanent or temporary electrical connection shall be installed without an electrical permit and inspection.
3. Temporary structures shall be located at least five feet from any buildings or structures on the subject property.
4. No signs in connection with a temporary use shall be permitted except in accordance with chapter 12 of this title. All temporary signage shall be removed immediately upon cessation of the temporary use.
5. Temporary uses or structures shall not encroach into any required landscaping nor shall any landscaping be removed without approval by the Zoning Administrator.
6. Parking areas shall be provided for the temporary use (in addition to the required parking for any principal use existing or proposed on the site), and the areas shall be capable of accommodating the number of parking spaces that are required for the most similar use type in accordance with chapter 11 of this title.
7. Requests for modifications or waivers from any of the parking requirements of this section shall require review and approval in accordance with the variation procedures in chapter 13 of this title.
8. The Zoning Administrator shall have the authority to suspend, revoke, or modify a temporary use permit immediately upon determination that the conditions and/or requirements set forth in the permit have been violated. Written notice of the Zoning Administrator's determination to suspend, revoke, or modify the permit shall be promptly provided to the applicant. A determination under this subsection (C) shall be final and conclusive unless the applicant files an appeal in accordance with the procedures of chapter 13 of this title.
9. The Zoning Administrator shall have the authority to deny a temporary use permit to any person who owns, applied for or otherwise caused an uncorrected violation of a provision of this chapter or who has demonstrated a willful history of violations, including any condition attached to a permit or approval previously granted by the village. This provision shall apply regardless of whether the property for which the permit or other approval is sought is the property in violation.
10. The Zoning Administrator shall have the authority to deny temporary use permits on any land or structure or improvements thereon, upon which there is an uncorrected violation of a provision of this chapter, including any condition attached to a permit or approval previously granted by the village. This enforcement provision shall apply regardless of whether the current owner or applicant is responsible for the violation in question.

#### 10-3A-4: REGULATIONS FOR SPECIFIC TEMPORARY USES:

##### A. Temporary medical testing facility

1. Provide a narrative of the specimen collection and handling procedures;
2. Documentation on employee access to required water and sanitary facilities;
3. The site plan must include:
  1. Proposed directional signage;
  2. The location and dimensions of any structures (separate building permits are required for tents, trailers, etc.)
  3. Designated parking stalls for customers and/or employees
  4. The dimension/distance from the medical testing facility to employee bathroom facilities.
4. Proof of a Clinical Laboratory Improvement Amendments (CLIA) Certificate of Waiver issued by the Illinois Department of Public Health;
5. The property shall be of sufficient size to provide adequate off-street parking in addition to the required parking for any existing use(s) on the property;
6. All temporary structures must maintain a minimum 20-foot setback from all property lines, streets, and public rights-of-way and must not obstruct the vision clearance triangle;

##### B. Temporary outdoor dining areas: must be operated in conjunction with a restaurant on the same property or a restaurant that is adjacent to the public sidewalk subject to the following additional regulations:

1. The site plan must include:
  - a. the location and height of barriers/fencing, if applicable,
  - b. the placement of tables, chairs, planters, umbrellas, and temporary structures
  - c. all existing features such as trees, fire hydrants, and building entrances
  - d. the overall dimensions of the dining area
  - e. the width of the access into the dining area
  - f. the overall width of the sidewalk, if applicable
2. Hours of operation are limited to 7:00 am to 10:00 pm;
3. A Class OS license must be obtained if alcohol is to be served in the outdoor dining area;
4. All alcohol shall be dispensed from within the principal structure/establishment. No bar may be set up or operated within the outdoor area.
5. No amplified sound shall be permitted unless an amplifier permit has been issued. Exception: music played through a speaker for background music will be allowed until 10 pm provided the volume and sound level at which it is played does not create a nuisance beyond the permitted outdoor dining area.

6. Dining areas must be within 100 feet from the customer entrance of the building;
7. Covered trash receptacles shall be provided if the area is self-service and emptied daily;
8. Refuse from outdoor dining areas shall not be disposed in public waste receptacles;
9. Direct and clear access to the restrooms within the restaurant must be provided;
10. Dining areas may not extend past the frontage of the restaurant establishment without the written consent of the adjacent business and the property owner;
11. The outdoor sales, serving and consumption area must meet all village, county and/or state health regulations;
12. In the case of severe weather, all moveable items shall be secured, removed or placed inside;
13. It is the responsibility of the owner to ensure the safe removal of ice and snow for tents and membrane-covered structures during winter months.
14. Location: Temporary outdoor dining on a public/private sidewalk:
  - a. A minimum 5-foot wide portion of the sidewalk must remain free and clear of obstructions;
  - b. No fixtures shall be attached to the sidewalk;
  - c. Attachments to village utilities, utility poles, street lights, trash cans and other street furniture is prohibited;
  - d. A certificate of insurance naming the owner of the sidewalk as an additional insured for the term of the permit. Said certificate shall include a liability policy of not less than \$1,000,000 per occurrence when the sidewalk is located on public property.
  - e. A Use of Public Property and Hold Harmless Agreement as set forth in APPENDIX A, to the "Bartlett Liquor Control Ordinance Title 3 Chapter 3 of the Bartlett Municipal Code", whether or not alcohol is proposed to be served on said public sidewalk, must be submitted with the permit application for use of a public sidewalk;
  - f. Temporary outdoor dining areas located within the Village right-of-way shall only be permitted between March 31<sup>st</sup> and November 15<sup>th</sup> of each year.
15. Location: Temporary outdoor dining areas within a parking lot:
  - a. May not be located within handicap accessible parking spaces or designated fire lanes and may not block drive aisles;
  - b. Must be separated from adjacent parking spaces and drive aisles with barricades such as railing, fencing or stanchions having a minimum height of 36 inches.
  - c. A certificate of insurance naming the owner of the parking lot as an additional insured for the term of the permit.

### **C. Temporary sales**

1. Christmas tree sales lots may be allowed by temporary use permit in all commercial and public lands zoning districts for a period not to exceed 45 days per calendar year. If the principal use of the property is a retail greenhouse/nursery or garden center, no temporary use permit shall be required.
  - a. All sales shall be conducted at least 20 feet from the right-of-way of any street.
  - b. A minimum 20-foot setback shall be maintained from property used or zoned for residential purposes.
  - c. The property shall be of sufficient size to provide adequate off-street parking in addition to required parking for any existing use on the property.
  - d. Sales shall be conducted in such a manner so as not to interfere with traffic or cause a nuisance.
  - e. All trees must be removed no later than December 31 of the same year.
  - f. Documentation on employee access to required water and sanitary facilities.
2. Farmer's market, an area for farmers and gardeners to sell agricultural produce and products to the public, may be allowed by temporary use permit in all commercial and public lands zoning districts.
  - a. Sales may be conducted from tents, open booths, or temporary structures.
  - b. Farmers' markets shall have specific hours of operation specified in the temporary use permit.
  - c. All sales booths and temporary structures being used to sell produce and products must maintain a minimum of 20-foot setback from all property lines, streets, and public rights-of-way.
  - d. The property shall be of sufficient size to provide adequate off-street parking in addition to required parking for any existing use on the property.
  - e. Sales shall be conducted in such a manner so as not to interfere with traffic or cause a nuisance.
  - f. The operator and/or vendors must operate in compliance with all applicable state and federal laws and obtain all permits and registrations as required by village, county and state health departments prior to issuance of a temporary use permit.
  - g. Documentation on employee access to required water and sanitary facilities.

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Lorna Gilles, Village Clerk

**CERTIFICATION**

I, Lorna Gilles, 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 2022-\_\_\_\_\_ enacted on January 4, 2022 and approved on January 4, 2022 as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Gilles, Village Clerk



Village of Bartlett  
Zoning Board of Appeals Minutes  
December 2, 2021

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**(#21-14) Temporary Uses & Outdoor Dining Text Amendment  
PUBLIC HEARING**

**The following exhibit was presented: Exhibit A – Notification of Publication**

**K. Stone** currently, outdoor seating for restaurants and bars requires a special use permit in the zoning ordinance. Due to COVID restrictions, the Village temporarily relaxed the outdoor seating regulations and allowed temporary outdoor dining without having to go through the special use process. Temporary outdoor use permits were required for restaurants that obtained the outdoor dining during this time period. Staff attached copies of each restaurant that has obtained a special use permit for outdoor seating as well as the restaurants that had temporary outdoor dining permits. In addition to temporary outdoor dining areas, staff has received requests to allow other temporary uses during the pandemic including medical testing facilities in parking lots. As staff has researched temporary uses, we have found that other municipalities and counties have started adopting temporary use chapters in their zoning ordinances so that we can review things that are not intended to be permanent at a site. Staff is recommending that we add text amendments to the zoning ordinance to allow outdoor seating/outdoor dining as an accessory use, which would eliminate them having to go through the special use process if they are using an existing private sidewalk in front of a restaurant or if it is going to be within a patio area. We are also looking at adding a temporary use chapter which would allow restaurants to have outdoor dining in their parking lot or on the public sidewalk downtown. Staff will review plans to ensure safety and ADA compliance. The restaurants have found this very beneficial during COVID and some of them would like to continue. Right now, when restaurants want to apply for a special use to do outdoor seating, they do not typically think about it until April and they have to go through a special use process, which takes 4 months. It pretty much takes away a year of them having the opportunity. That is why we thought making outdoor dining an accessory use would be beneficial. **M. Werden** yes, especially in the past 2 years when our lives have gone upside down in some cases. It makes a lot of sense. **K. Stone** the zoning administrator would review temporary use permit applications. It would not just be for restaurants. We would also include medical testing sites and temporary sales. As you recall, a few years ago, there was a farmer's market set up at Bartlett Commons and they had to go through a special use permit, which is really granting that use permanently when it really is something that we should be able to look at annually to see if it is appropriate in that location. **M. Werden** if there is a safety violation or issue we can just move them. **K. Stone** yes. **B. Bucaro** are the requirements that are presented in the new text amendment looked at for each restaurant? **K. Stone** before with the special uses, we just looked for a generic site plan. We are asking for more information for the temporary uses. We would still ask for the same information for the accessory use. We ask that they show us where the tables and chairs are located. For the parking lot or a public sidewalk, we will be asking for more information. **C. Deveaux** the sidewalks in front of the restaurants, for example, The Streets of Bartlett, are those public sidewalks? **K. Stone** that is private property. They would be allowed to put in a seating area without having to get a temporary use permit. They would be able to put out tables and chairs and if we got a complaint about ADA, Code Enforcement would go out and make sure they had the ADA clearance that is required. **C. Deveaux** on page 6 of the memo, item B states that nothing can be anchored into the sidewalk. **K. Stone** that is on public sidewalks. That is really just along Bartlett Avenue. The Village does the snow removal there so that is going to be restricted. **G. Koziol** this is a good idea. We have learned a lot



Village of Bartlett  
Zoning Board of Appeals Minutes  
December 2, 2021

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from the past. This makes it easier and puts it into a document that businesses can reference. I think it is good for business, the Village and the public. I am in favor of this. **R. Grill** it seems that the old way of requiring a special use permit was overly burdensome on the restaurant owners. It took time and cost \$300 and this is only \$25. **M. Werden** you almost never turned them down. **R. Grill** right. **M. Werden** it is ridiculous to make them jump through hoops especially when they do not think of it until it is too late for that year because of delays in the system. **C. Deveaux** for example, does Pasta Mia have to request a variance for 2022? **K. Stone** if they are proposing to have seating in the parking lot they would have to get a temporary permit to allow that, but if they keep it on the private sidewalk or patio area that they have, they would not. **R. Grill** Pasta Mia currently has a special use for outdoor seating on their sidewalk. **K. Stone** Under the current ordinance, anyone in a shopping center that puts tables out has to get a special use, that seems like a lot of hoops to jump through for a small business.

**M. Werden** opened the public hearing portion of the meeting. No one came forward.

**M. Werden** closed the public hearing portion of the meeting.

**B. Bucaro** made a motion to pass along **a positive recommendation** to the Village Board to approve case (#21-14) **Temporary Uses & Outdoor Dining Text Amendment**.

Motioned by: **B. Bucaro**

Seconded by: **J. Banno**

Roll Call

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

Nays: None

The motion carried.



# Agenda Item Executive Summary

Item Name      2022 GO Bonds for Refunding 2016 Bonds and  
2014 IEPA Loan      Committee  
or Board      Board

## BUDGET IMPACT

Amount:      \$13,200,000

Budgeted

N/A

List what fund      Debt Service Fund, Sewer Fund

## EXECUTIVE SUMMARY

The Bond Ordinance (the "Ordinance") attached is to approve the Taxable General Obligation Refunding Bonds, Series 2022A, which would be issued for the purpose of refunding the callable 2016 GO bonds for debt service savings and the General Obligation Refunding Bonds, Series 2022B, which would be issued for the purpose of refinancing the of the 2014 Illinois Protection Agency loan for debt service savings.

## ATTACHMENTS (PLEASE LIST)

Finance Department Memo 2021-27  
Bond Ordinance  
Finance Department Memo 2021-25  
Bonds Refunding Chart

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION: I MOVE TO APPROVE ORDINANCE #2022 - \_\_\_\_\_, AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$11,700,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022A, AND NOT TO EXCEED \$1,500,000 GENERAL OBLIGATION REFUNDING BONDS, SEIRIES 2022B, 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 28, 2021

**Village of Bartlett**  
**Finance Department Memo**  
**2021 – 27**

**DATE:** December 28, 2021

**TO:** Paula Schumacher, Village Administrator

**FROM:** Todd Dowden, Finance Director

**SUBJECT:** 2022 GO Bonds for Refunding 2016 Bonds and Prepayment of 2014 IEPA Loan

The Bond Ordinance (the "Ordinance") attached is to approve the Taxable General Obligation Refunding Bonds, Series 2022A, for the purpose of refunding the callable 2016 GO bonds for debt service savings and the General Obligation Refunding Bonds, Series 2022B, which would be issued for the purpose of refinancing the 2014 Illinois Environmental Protection Agency loan 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 2022A include a maximum par amount of \$11,700,000, final maturity date of 2036 (no extension), maximum annual maturity amount of \$1,150,000, maximum interest rate of 5.00%, maximum annual bond tax levy of \$1,186,750 and a minimum present value savings of 3% of the refunded par amount. The parameters for the Series 2022B include a maximum par amount of \$1,500,000, final maturity date of 2033 (no extension), maximum annual maturity amount of \$135,000, maximum interest rate of 5.00%, maximum annual bond tax levy of \$137,150 and a minimum present value savings of 2.5% of the refunded par amount.

Also attached is the Finance Department memo and hypothetical refunding chart that were presented at the December 21, 2021 committee of the whole meeting showing potential savings by refunding the General Obligation Bonds, Series 2016 and the IEPA loan based on market conditions in December. Interest rates will continue to fluctuate until pricing.

**MOTION: I MOVE TO APPROVE ORDINANCE #2022 - \_\_\_\_\_, AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$11,700,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022A, AND NOT TO EXCEED \$1,500,000 GENERAL OBLIGATION REFUNDING BONDS, SEIRIES 2022B, 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 4th day of January, 2022.

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 \$11,700,000 Taxable General Obligation Refunding Bonds, Series 2022A, and not to exceed \$1,500,000 General Obligation Refunding Bonds, Series 2022B, 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 \$11,700,000 Taxable General Obligation Refunding Bonds, Series 2022A, and not to exceed \$1,500,000 General Obligation Refunding Bonds, Series 2022B, 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 4th day of January,  
2022.

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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 \$11,700,000 Taxable General Obligation Refunding Bonds, Series 2022A, and not to exceed \$1,500,000 General Obligation Refunding Bonds, Series 2022B, 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 outstanding that certain loan agreement L17-4695 (the "*Loan*") with the Illinois Environmental Protection Agency (the "*IEPA*"); 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 realize debt service savings for 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 \$1,500,000 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 IEPA; and

WHEREAS, the Village has outstanding General Obligation Bonds, Series 2016, dated December 15, 2016 (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 Escrow Agreement (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 2016 Refunding*" and, together with the Loan Refunding the, "*Refunding*"), it is necessary to borrow an amount not to exceed \$11,700,000 and issue bonds of the Village therefor; and

WHEREAS the estimated cost of the Series 2016 Refunding is not less than \$11,700,000, and the estimated cost of the Loan Refunding is not less than \$1,500,000, 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 \$11,700,000 for the Series 2016 Refunding, and an amount not to exceed \$1,500,000 for the Loan 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  
IEPA  
Loan  
Loan Refunding  
Prior Bonds  
Refunding  
Refunded Bonds  
Refunded Loan  
Series 2016 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 2022, 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 4th day of January, 2022.

“*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 98.0% 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 “Taxable General Obligation Refunding Bonds, Series 2022A” (the “*Series 2022A Bonds*”), and “General

Obligation Refunding Bonds, Series 2022B” (the “*Series 2022B Bonds*” and, together with the Series 2022A 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 as set forth in the Bond Order (the “*Dated Date*”), and shall also bear the date of authentication thereof.

The Series 2022A Bonds, if issued, shall be issued for the purpose of refunding the Refunded Bonds and shall be issued as Taxable Bonds, in an aggregate principal amount not to exceed \$11,700,000, in denominations of \$5,000 or integral multiples thereof (but no single Series 2022A 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 2036), in the amounts (not exceeding \$1,150,000 per year) and bearing interest at the rates percent per annum (not exceeding 5.00% per annum) as set forth in the Bond Order.

The Series 2022B 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 \$1,500,000, in denominations of \$5,000 or integral multiples thereof (but no single Series 2022B 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 2033), in the amounts (not exceeding \$135,000 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 2022[A][B]**

See Reverse Side for  
Additional Provisions

Interest Rate: \_\_\_\_\_%      Maturity Date: December 1, 20\_\_      Dated Date: \_\_\_\_\_, 2022      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: \_\_\_\_\_, 2022

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 Bond, Series 2022[A][B], having a Dated Date of \_\_\_\_\_, 2022, 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 2016 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 2022A BONDS**

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE DOLLAR SUM OF:	
2021	\$1,186,750.00	for principal and interest to and including December 1, 2022
2022	\$1,186,750.00	for principal and interest
2023	\$1,186,750.00	for principal and interest
2024	\$1,186,750.00	for principal and interest
2025	\$1,186,750.00	for principal and interest
2026	\$1,186,750.00	for principal and interest
2027	\$1,186,750.00	for principal and interest
2028	\$1,186,750.00	for principal and interest
2029	\$1,186,750.00	for principal and interest
2030	\$1,186,750.00	for principal and interest
2031	\$1,186,750.00	for principal and interest
2032	\$1,186,750.00	for principal and interest
2033	\$1,186,750.00	for principal and interest
2034	\$1,186,750.00	for principal and interest
2035	\$1,186,750.00	for principal and interest

**FOR THE SERIES 2022B BONDS**

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE DOLLAR SUM OF:	
2021	\$137,150.00	for principal and interest to and including December 1, 2022
2022	\$137,150.00	for principal and interest
2023	\$137,150.00	for principal and interest
2024	\$137,150.00	for principal and interest
2025	\$137,150.00	for principal and interest
2026	\$137,150.00	for principal and interest
2027	\$137,150.00	for principal and interest
2028	\$137,150.00	for principal and interest
2029	\$137,150.00	for principal and interest
2030	\$137,150.00	for principal and interest
2031	\$137,150.00	for principal and interest
2032	\$137,150.00	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 July 4, 2022, without any further authorization or direction from the Corporate Authorities, 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 the net present value debt service savings to the Village as a result of the issuance of the Series 2022A Bonds and the refunding of the Refunded Bonds is not less than 3.0% of the principal amount of the Refunded Bonds, that the net present value debt service savings to the Village as a result of the issuance of the Series 2022B Bonds and the refunding of the Refunded Loan is not less than 2.5% of the principal amount of the Refunded Loan 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 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 2022 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 Series 2022A Bonds as is necessary, together with funds of the Village on hand and lawfully available, shall be used to provide for the Series 2016 Refunding and is hereby deposited in escrow pursuant to an Escrow Agreement to be entered into between the Village and UMB Bank, National Association, Kansas City, Missouri, as escrow agent (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.

The sum of principal proceeds of the Series 2022B 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 IEPA for the purpose of paying the principal of and interest on the Loan up to and including the prior prepayment date thereof.

At the time of issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser or the Paying Agent on behalf of the Village from the proceeds of the Bonds.

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 “2022 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 “2022 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 Loan, 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 4th day of January, 2022

APPROVED: January 4, 2022

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

Recorded in Village Records: January 4, 2022.

Published in pamphlet form by authority of the Corporate Authorities on January \_\_, 2022.

ATTEST:

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

**EXHIBIT A**

**FORM OF ESCROW AGREEMENT**

This Escrow Agreement, dated as of \_\_\_\_\_, 2022, 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 2022A, dated \_\_\_\_\_, 2022, authorized to be issued by the Bond Ordinance.

*Section 1.04.* "*Bond Ordinance*" means the ordinance adopted on the 4th day of January, 2022, by the Board entitled:

AN ORDINANCE providing for the issuance of not to exceed \$11,700,000 Taxable General Obligation Refunding Bonds, Series 2022A, and \$1,500,000 General Obligation Refunding Bonds, Series 2022B, 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 \_\_\_\_\_, 2022.

*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:

\$\_\_\_\_\_ General Obligation Bonds, Series 2016, dated December 15, 2016, being a portion of the bonds outstanding from an issue in the original principal amount of \$15,455,000, fully registered and without coupons, due serially on January 1 of the years, in the amounts and bearing interest at the rates per annum as follows (the “*Series 2016 Bonds*”):

YEAR	AMOUNT (\$)	RATE (%)
2027	720,000	3.000
2028	740,000	3.125
2029	765,000	5.000
2030	800,000	5.000
2031	840,000	5.000
2032	885,000	5.000
2033	930,000	5.000
2034	975,000	5.000
2035	1,025,000	5.000
2036	1,075,000	5.000
2037	1,130,000	5.000

[*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 Dunbar, Breitweiser & Company, LLP, Certified Public Accountants, Bloomington, Illinois, 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 Series 2016 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 Refunded Bonds due on or after January 1, 2027, for redemption and payment prior to maturity on January 1, 2026. The Escrow Agent will cause the Paying Agent to provide for and give timely notice of the call for redemption of the Refunded 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 Refunded Bonds shall be as specified in the Ordinance authorizing the issuance of

the Refunded 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 Refunded Bonds, on or before the date the notice of such redemption is given to the holders of the Refunded 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 June 2 and December 2 of each calendar year, commencing June 2, 2022, 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 June 2, 2022), 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 any and all further action necessary to ensure that adequate provision is made for the payment of the Refunded Bonds and that the Refunded Bonds are not 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: Village President, Village of Bartlett, 228 South Main Street, Bartlett, Illinois 60103.

*Section 7.02.* All notices and communications to the Treasurer shall be addressed in writing to: Village Treasurer, Village of Bartlett, 228 South Main Street, Bartlett, Illinois 60103.

*Section 7.03.* All notices and communications to the Escrow Agent shall be addressed in writing to: Corporate Trust Department, UMB Bank, National Association, 2 South Broadway, Suite 600, St. Louis, Missouri 63102.

## **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 \_\_\_\_\_, 2022.

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 \_\_\_\_\_,  
2022.

\_\_\_\_\_  
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 4th day of January, 2022, insofar as the same relates to the adoption of an ordinance, numbered \_\_\_\_\_, entitled:

AN ORDINANCE providing for the issuance of not to exceed \$11,700,000 Taxable General Obligation Refunding Bonds, Series 2022A, and not to exceed \$1,500,000 General Obligation Refunding Bonds, Series 2022B, 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 120 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 4th day of January, 2022.

---

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 January, 2022, 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 Taxable General Obligation Refunding Bonds, Series 2022A, and General Refunding Obligation Bonds, Series 2022B, 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 January, 2022.

\_\_\_\_\_  
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 \_\_\_\_\_, 2022, 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 4th day of January, 2022, and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$11,700,000 Taxable General Obligation Refunding Bonds, Series 2022A, and not to exceed \$1,500,000 General Obligation Refunding Bonds, Series 2022B, 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 \_\_\_\_\_, 2022.

---

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 \_\_\_\_\_, 2022, 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 4th day of January, 2022, and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$11,700,000 Taxable General Obligation Refunding Bonds, Series 2022A, and not to exceed \$1,500,000 General Obligation Refunding Bonds, Series 2022B, 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
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 \_\_\_\_\_, 2022, 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 4th day of January, 2022, and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$11,700,000 Taxable General Obligation Refunding Bonds, Series 2022A, and not to exceed \$1,500,000 General Obligation Refunding Bonds, Series 2022B, 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
County Clerk of The County  
of Kane, Illinois

[SEAL]

**Village of Bartlett**  
**Finance Department Memo**  
**2021 – 25**

**DATE:** December 13, 2021  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Todd Dowden, Finance Director  
**SUBJECT:** Debt Refunding

Attached is a hypothetical schedule produced by our financial advisor Robert W. Baird & Co. Inc. showing potential savings by refunding the General Obligation Bonds, Series 2016 and the 2014 IEPA Loan for sewer treatment improvements. A draft parameters ordinance is also attached. Below is a brief summary from our financial advisor based on market conditions as of December 8, 2021.

**Taxable Advance Refunding of Series 2016**

Potential Gross Savings - \$902,509

Potential Present Value Savings - \$773,304 -or- 9.18% of refunded par

The 2016 Bonds maturing on and after 2027 are callable January 1, 2026. The Village can advance refund the callable maturities of its 2016 Bonds now at taxable interest rates (savings estimated above) or wait until October 2025 to refund the bonds at tax-exempt rates. Based on current market conditions, we estimate a breakeven point of 167 basis points (1.67%). This means that if tax-exempt interest rates increase less than 167 basis points between now and October 2025, the Village could potentially generate greater savings through a tax-exempt current refunding. If tax-exempt rates increase more than 167 basis points between now and October 2025, the Village would have generated greater savings through the taxable advance refunding now. Rather than take on market risk the next four years, 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 IEPA L17-4695**

Potential Gross Savings - \$58,714

Potential Present Value Savings - \$60,109 -or- 4.2% of refunded par

The IEPA loan is eligible to be refinance with tax-exempt bonds and the IEPA allows pre-payment without a penalty. Based on current market conditions, the Village could generate an estimated gross savings of \$58,714 which would be realized in the Sewer Fund.

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, the final ordinance could be presented at the January 4, 2022 Board meeting for approval.

# Hypothetical Refunding Opportunities

BAIRD

- Based on market conditions as of December 8th, we estimate potential gross debt service savings of \$960,000 and potential present value debt service savings of \$830,000 or 8.46% of the refunded par amount.

	Taxable Advance Refunding		Tax-Exempt Current Refunding		Total
	2016 Bonds	2016 Bonds	IEPA Loan #L17-4695	IEPA Loan #L17-4695	
Call Date	January 1, 2026	Anytime	Anytime	See Individual Series	
Hypothetical Refunding Bond Par Amount	\$9,930,000	\$1,270,000	\$1,270,000	\$11,200,000	
Assumed Refunded Par Amount	\$8,425,000	\$1,431,500	\$1,431,500	\$9,856,500	
Assumed Refunded Maturities	2029-2037	2022-2034	2022-2034	See Individual Series	
Hypothetical Gross Debt Service Savings*	\$902,509	\$58,714	\$58,714	\$961,223	
Hypothetical Present Value Savings*	\$773,304	\$60,109	\$60,109	\$833,414	
Hypothetical PV Savings as %*	9.18%	4.20%	4.20%	8.46%	
Estimated Tax-Exempt Current Refunding Breakeven	1.67%	NA	NA	-	
Hypothetical Negative Arbitrage	\$461,753	\$0	\$0	\$461,753	

\*Calculated assuming current market conditions as of December 8, 2021 for comparable issuers and taxable or bank qualified general obligation bond transactions rated Aa1 and assuming the same debt payment schedule and final maturity dates as the 2016 Bonds and IEPA Loan. Rates are subject to change and the actual rates may vary from those assumed. If actual rates are higher, potential savings will be lower.

\*\*Calculated using the refunding bond yields of 2.30% and 1.29% as the discount rates for the 2016 Bonds and IEPA Loan, respectively.



**Village of Bartlett**  
**Finance Department Memo**  
**2021-28**

**DATE:** December 28, 2021

**TO:** Paula Schumacher, Village Administrator

**FROM:** Todd Dowden, Finance Director

**SUBJECT:** Municipal Advisory Services Agreement

Attached are a resolution and engagement agreement with Robert W. Baird & Co. to perform financial advisory work for the refunding of the IEPA loan and the 2016 GO Bonds. The village's first agreement with Robert W. Baird & Co. began in June of 2014 and was for the issuance of the Police Station Bonds.

The terms include a fee of 0.165% of the principal amount issued with a minimum fee of \$18,250. This is the same fee structure that was charged to the village for the previous bond issues. The refunding bonds would be combined for calculating the fee amount if the bonds are issued together as planned.

**RESOLUTION 2022- -R**

**A RESOLUTION APPROVING ADVISORY SERVICES AGREEMENT WITH ROBERT W. BAIRD TO PERFORM FINANCIAL ADVISORY WORK FOR THE VILLAGE OF BARTLETT**

---

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

**SECTION ONE:** The Municipal Advisory Services Agreement dated November 9, 2021, between the Village of Bartlett and Robert W. Baird and Co. Incorporated (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein, is hereby approved.

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

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** January 4, 2022

**APPROVED:** January 4, 2022

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

**ATTEST:**

\_\_\_\_\_  
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 Resolution 2022- -R, enacted on January 4, 2022, and approved on January 4, 2022, as the same appears from the official records of the Village of Bartlett.

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

November 9, 2021

Mr. Todd Dowden  
Finance Director  
Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

Re. Municipal Advisory Services Agreement

Mr. Dowden:

On behalf of Robert W. Baird & Co. Incorporated (“we” or “Baird”), we wish to thank you for the opportunity to serve as municipal advisor to the Village of Bartlett, Illinois (“you” or the “Client”) with respect to the proposed issuance of approximately \$10 million Taxable General Obligation Refunding Bonds, Series 2022A to advance refund Series 2016 and \$2 million General Obligation Refunding Bonds, Series 2022B to refund an outstanding IEPA loan (the “Securities”). Upon your acceptance, this engagement letter (“Agreement”) will establish the mutual terms and conditions under which Baird will provide municipal advisory services to the Client in connection with the proposed issuance(s) or other financing (the “Financing”), effective on the date this Agreement is executed by Client (the “Effective Date”).

1. Scope of Services.

(a) Municipal Advisory Services to be Provided by Baird. The Client hereby engages Baird to serve as municipal advisor with respect to the Financing, and in such capacity, Baird agrees to provide advice as to the structure, timing, terms and other matters regarding the Financing, including the following services, if and as requested by the Client:

- Evaluate possible options, vehicles and structures or alternatives for the Financing
- Assist the Client in establishing the structure, timing, terms and other similar matters concerning the Financing
- Advise the Client as to the methods and types of Financing that are available and appropriate to the Client
- Assist the Client in developing and designing the terms and features of the plan of Financing and prepare the financing schedule
- Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum, other than through cash or in-kind contributions with respect to such referendum
- Consult and meet with representatives of Client and its agents or consultants with respect to the Financing
- Review recommendations made by other parties to Client with respect to the Financing
- Review financial and other information regarding Client, the proposed Financing and any source of repayment of or security for the Financing
- Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on the Client and its financing plans
- Advise the Client as to strategies for obtaining the Financing, including, if applicable, provide information on the differences between a negotiated underwriting and a competitively bid offering
- Review financial and other information regarding the Client, the Financing
- Assist in the preparation and/or review and distribution of documents pertaining to the Financing, including, if applicable, the official statement and/or bid package
- Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of Client and other documents necessary to finalize and close the Financing

- Respond to questions and requests from bidders, underwriters or potential investors and other possible Financing sources
- If applicable, in a negotiated sale assist in the selection of one or more underwriters for the Financing
- At the time of sale, provide the Client with relevant data on comparable issues recently or currently being sold nationally and by comparable issuers
- In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the Client on matters relating to retail or other order periods and syndicate priorities, review the order book, advise on the acceptability of the underwriter's pricing and offer to purchase
- Advise the Client with respect to recommendations made by the underwriters and other interactions between the Client and the underwriters
- Review required underwriter disclosures to the Client
- If applicable, arrange and facilitate visits to, and prepare materials for, credit ratings agencies and insurers and other liquidity providers
- Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Financing
- Advise the Client with regards to any continuing disclosure undertaking required to be entered into in connection with the Financing, including advising on the selection of a dissemination agent
- Assist Client in selecting legal and other professionals (such as trustee, escrow agent, accountant, feasibility consultant, etc.) to work on the Financing
- Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of the Client and other documents necessary to finalize and close on the Financing
- Prepare a closing memorandum or settlement statement for, and otherwise coordinate or assist with, the closing and delivery of the Financing and transfer of funds
- Such other usual and customary municipal advisory services as may be requested by the Client

limitations: (b) Limitations on Scope of Services The Scope of Services is subject to the following

- i.) The Scope of Services is limited solely to the services described herein and is subject to any limitations set forth within the description of the Scope of Services.
- ii.) Unless otherwise provided in the Scope of Services described herein, Baird is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Baird provided by Baird for inclusion in such documents.
- iii.) The Scope of Services does not include tax, legal, accounting or engineering advice with respect to the Financing or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.
- iv.) Baird will not have the authority to bind, commit or act on behalf of the Client in connection with the Financing, or to otherwise act as agent for the Client in the Scope of Services provided.

2. Regulatory Duties. Under MSRB Rule G-23, Baird will not be able to serve as underwriter or placement agent for any notes, bonds or other securities to be issued and sold as part of the Financing. Baird is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board. As municipal advisor to the Client in connection with the proposed Financing, Baird will have fiduciary duties, including a duty of care and a duty of loyalty. Baird is required to act in the Client's best interests without regard to its own financial and other interests.

MSRB Rule G-42 requires that Baird make a reasonable inquiry as to the facts that are relevant to the Client's determination whether to proceed with a course of action or that form the basis for and advice provided by Baird to the Client. The rule also requires that Baird undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Baird is also required under the rule to use reasonable diligence to know the essential facts about the Client and the authority of each person acting on the Client's behalf.

The Client agrees to cooperate, and to cause its agents to cooperate, with Baird in carrying out these regulatory duties, including providing to Baird accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the Client agrees that, to the extent the Client seeks to have Baird provide advice with regard to any recommendation made by a third party, the Client will provide to Baird written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. Fees and Expenses. For its municipal advisory services, Baird shall be entitled to a fee (the "Municipal Advisory Fee") to be paid by the Client equal to 0.165% of the principal amount or par value of the Financing with a minimum of \$18,250. The Municipal Advisory Fee shall be paid upon completion of the Financing. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest because it may give Baird an incentive to recommend to the Client a Financing that is unnecessary or to recommend that the size of the transaction be larger than is necessary. In addition to the Municipal Advisory Fee, the Client shall reimburse Baird for payment of I-Deal Prospectus (electronic sale notification and bidding system), if applicable. The Client shall also reimburse Baird for all out-of-pocket costs and expenses it reasonably incurs in connection with the services it provides hereunder. The Issuer shall be responsible for paying all other costs of issuance, including without limitation, bond counsel, disclosure counsel (if any), underwriter, underwriter's counsel (if any) and ratings agency fees and expenses, and all other expenses incident to the performance of the Client's obligations under the proposed Financing.

4. Term and Termination. The term of this engagement shall extend from the date of this Agreement to the closing of the Financing. Notwithstanding the forgoing, either party may terminate Baird's engagement at any time without liability or penalty upon at least 30 days' prior written notice to the other party. If Baird's engagement is terminated by the Client, the Client agrees to compensate Baird for the services provided and to reimburse Baird for its out-of-pocket expenses incurred until the date of termination and if within 12 months following such termination the Client completes the Financing the Client shall pay Baird the Municipal Advisory Fee.

5. Limitation of Liability. The Client agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to the Client in the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Baird to the Client. No recourse shall be had against Baird for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Financing or otherwise relating to the tax treatment of any Financing, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by the Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Baird's fiduciary duty to the Client under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

6. Required Disclosures. Accompanying this letter is a disclosure document describing the material conflicts of interest and information regarding certain legal events and disciplinary history related to the securities proposed to be sold in the Financing as required by MSRB Rule G-42.

7. Miscellaneous. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. This Agreement shall be binding upon and inure to the benefit of the Client and Baird, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party. This Agreement contains the entire

agreement between the parties relating to the rights granted herein and obligations assumed herein. This Agreement and the Scope of Services provided hereunder may not be amended, supplemented or modified except by means of a written instrument executed by both parties hereto. This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return the enclosed copy of this letter. The undersigned represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of the Client.

Again, we thank you for the opportunity to assist you with the Financing and the confidence you have placed in us.

Very truly yours,

**ROBERT W. BAIRD & CO. INCORPORATED**

By: Magdalena Welkover  
Senior Vice President

Accepted this \_\_\_ day of \_\_\_\_\_, 2021

**VILLAGE OF BARTLETT, ILLINOIS**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**MUNICIPAL ADVISOR DISCLOSURE STATEMENT PURSUANT TO MSRB RULE G-42**

On behalf of Robert W. Baird & Co. Incorporated (“we” or “Baird”), we wish to thank you for the opportunity to continue to serve as municipal advisor to you (the “Client”) in connection with our current Financial Advisory Agreement (the “Agreement”). This Disclosure Statement will serve as written documentation required by Municipal Securities Rulemaking Board (“MSRB”) Rule G-42, as set forth in MSRB Notice 2016-03, of certain terms, disclosures and other items of information related to Baird’s municipal advisory relationship as of the date of this document. All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Agreement.

**REQUIRED DISCLOSURES.** MSRB Rule G-42 requires that Baird make a reasonable inquiry as to the facts that are relevant to Client’s determination whether to proceed with a course of action or that form the basis for and advice provided by Baird to Client. The rule also requires that Baird undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Baird is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client’s behalf.

In carrying out these regulatory duties, Baird will request the cooperation and assistance of Client, including providing to Baird accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, Client agrees that, to the extent Client seeks to have Baird provide advice with regard to any recommendation made by a third party, Client will provide to Baird written direction to do so as well as any information it has received from such third party relating to its recommendation.

In addition, MSRB Rule G-42 requires that Baird provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

**Disclosures of Conflicts of Interest.** MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, Baird makes the following disclosures with respect to material conflicts of interest in connection with the Services under the Agreement, together with explanations of how Baird addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below in this Municipal Advisor Disclosure Statement, Baird mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates Baird to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to Baird’s financial or other interests. In addition, because Baird is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Baird is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, Baird’s municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides reasonable and industry standard safeguards against individual representatives of Baird potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Baird is a full service securities firm and as such Baird and its affiliates may from time to time provide advisory, brokerage, consulting and other services and products to its clients, including municipalities, other institutions, and individuals and the Client, certain Client officials or employees, and potential purchasers of the Securities for which Baird may receive customary compensation; however, such services are not related to the proposed offering. Such services may also include the buying and selling of new issue and outstanding securities and providing investment

advice in connection with securities (including the Securities), may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the securities of Client. Baird may have previously served as underwriter, placement agent or financial advisor on other bond offerings and financings for or for the benefit of Client and expects to serve in such capacities in the future. Baird may have previously or is currently providing consulting services to the Client that are not related to the Securities or any particular offering. Baird may also be engaged from time to time by the Client to manage investments for the Client (including the proceeds from the proposed offering) through a separate contract that sets forth the fees to be paid to Baird. Baird manages various mutual funds, and from time to time those funds may own bonds and other securities issued by or for the benefit of Client (including the Securities). Additionally, clients of Baird may from time to time purchase, hold and sell bonds and other securities issued by or for the benefit of the Client (including the Securities). These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for Baird to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from Baird effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through departments of Baird that operate independently from Baird's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Baird to Client under this Agreement.

In the ordinary course of fixed income trading business, Baird may purchase, sell, or hold a broad array of investments and may actively trade securities and other financial instruments, including the Securities and other municipal bonds, for its own account and for the accounts of customers, with respect to which Baird may receive a mark-up or mark-down, commission or other remuneration, and therefore Baird could have interests in conflict with those of Client with respect to the value of Client's Securities while held in inventory. Such investment and trading activities may involve or relate to the Financing or Offerings or other assets, securities and/or instruments of the Client and/or persons and entities with relationships with the Client. In particular, Baird or its affiliates may submit orders for and acquire Client's securities issued in an Offering under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for Baird to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through departments of Baird that operate independently from Baird's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by Baird to Client under the Agreement.

Baird serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, Baird serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under the Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Baird could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of Baird to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Baird serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Baird's ability to fulfill its regulatory duties to Client.

While we do not believe that the following creates a conflict of interest on Baird's part, we note that spouses or other relatives of Baird Associates may serve as an officer, employee or official of Client. Client may wish to consider any impact such circumstances may have on how it conducts its activities with Baird under this Agreement.

Baird associates, including Baird Public Finance associates, may have made or may make political contributions to elected officials and/or candidates for office, including officials of the [Client] in compliance with MSRB Rule G-37 and Baird's internal policies and pre-clearance requirements.

Fees that are based on the size of the issue are contingent upon the completion of the Financing. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest because it may give Baird an incentive to recommend to the Client a Financing that is unnecessary or to recommend that the size of the transaction be larger than is necessary. This conflict of interest is mitigated by the general mitigations described herein.

Fees based on a fixed amount are usually based upon an analysis by Client and Baird of, among other things, the expected duration and complexity of the transaction and the Services to be performed by Baird. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baird may suffer a loss. Thus, Baird may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described herein.

Hourly fees are calculated with the aggregate amount equaling the number of hours worked by Baird's personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and Baird do not agree on a reasonable maximum amount at the outset of the engagement, because Baird does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described herein.

Baird is registered with the Municipal Securities Rulemaking Board ("MSRB") and the SEC. The MSRB website is [www.msrb.org](http://www.msrb.org). Two investor brochures, Information for Municipal Securities Investors and Information for Municipal Advisory Clients, describe the protections that may be provided by the MSRB's rules. The brochures are available on the MSRB website. The MSRB website also contains information about how to file a complaint with an appropriate regulatory authority.

**Disclosures of Information Regarding Legal Events and Disciplinary History.** MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Baird sets out below required disclosures and related information in connection with such disclosures. Baird discloses the following legal or disciplinary events that may be material to Client's evaluation of Baird or the integrity of Baird's management or advisory personnel:

- In June 2019, Baird, without admitting or denying the findings, consented to the sanctions and findings of FINRA that, between April and July 2013, Baird published equity research reports about an issuer without disclosing that the research analyst who authored the reports was engaged in employment discussions with the issuer that constituted an actual, material conflict of interest and that the failure to disclose the research analyst's employment discussions with the issuer in the research reports made those reports misleading. In response, Baird took proactive measures to reiterate compliance policies pertain to disclosures about material conflicts of interest in research reports. This matter relates to Baird's Equity Research department and does not involve or pertain in any way to Baird's Public Finance business or municipal advisory activities or services. The details of this matter are available in item 11.E (2) and the accompanying Regulatory Action DRP on Form ADV available at <http://www.adviserinfo.sec.gov>.
- In March 2019, Baird, without admitting or denying the findings, consented to an order of the SEC, which found that it violated Sections 206(2) and 207 of the Investment Advisers Act of 1940 (the "Advisers Act") for making inadequate disclosures to advisory clients about mutual fund share classes. The order was part of a voluntary self-reporting program initiated by the SEC called the "Share Class Selection Disclosure (or SCSD) Initiative." Under the program, investment advisory firms were offered the opportunity to voluntarily self-report violations of the federal securities laws relating to mutual fund share class selection and related disclosure issues and agree to settlement terms imposed by the SEC, including returning money to affected investment advisory clients. The central issue identified by the SEC was that, in many cases, investment advisory firms bought for or recommended to their investment advisory clients mutual fund share classes that had distribution or service fees (commonly known as 12b-1 fees) paid out of fund assets to the firms when lower cost share classes were available to those advisory clients, and the investment

advisory firms did not adequately disclose their receipt of 12b-1 fees and/or the conflict of interest associated with those 12b-1 paying share classes. Baird and many other firms self-reported under the program and entered into substantially identical orders. By self-reporting and consenting to the order, Baird agreed to a censure and to cease and desist from committing or causing any violations and future violations of Sections 206(2) and 207 of the Advisers Act. Baird also agreed to establish a distribution fund and to deposit into that fund the improperly disclosed 12b-1 fees received by Baird plus prejudgment interest, which will be paid to affected advisory clients. In response, Baird has made changes to its Private Wealth Management advisory programs in which mutual funds available in those programs do not include share classes that pay 12b-1 fees, and the share classes that are available to clients in those programs are generally those that are the lowest cost share classes most widely available by each mutual fund family across its various funds to most types of eligible investors. This matter relates primarily to Baird's Private Wealth Management department and does not involve or pertain in any way to Baird's Public Finance business or municipal advisory activities or services. The details of this matter are available in item 11.E (2) and the accompanying Regulatory Action DRP on Form ADV available at <http://www.adviserinfo.sec.gov>.

- Baird was among numerous municipal securities underwriters and municipal issuers that voluntarily participated in the Municipal Continuing Disclosure Cooperation Initiative (MCDC) facilitated by the Securities and Exchange Commission (SEC) in March 2014. Under the MCDC, underwriters and issuers were requested to submit reports to the SEC identifying municipal securities offerings for which the official statement did not accurately describe prior instances of the issuer's material non-compliance with its continuing disclosure requirements required by SEC Rule 15c2-12. By voluntarily participating in the MCDC, Baird and other underwriters and issuers agreed to accept standardized settlement terms. In June 2015, the SEC issued Orders to 36 participating municipal underwriters, including Baird, setting forth the agreed upon settlement terms. Subsequently, the SEC issued similar Orders to additional participating underwriters. Each Order, including the one applicable to Baird, contains a finding, which the underwriter neither admits nor denies, that Baird did not conduct adequate due diligence to ensure that the issuers' representations in the official statements about their past compliance with continuing disclosures were accurate and therefore violated Section 17(a)(2) of the Securities Act of 1933. Each Order requires the underwriter to cease and desist from committing or causing any violations or future violations of Section 17(a)(2), to pay a civil monetary penalty (which, in Baird's case, is \$500,000), to retain an independent consultant to review Baird's municipal underwriting due diligence policies and procedures, and to adopt the consultant's final recommendations for changes in or improvements to those policies and procedures. The details of this matter are available in item 11.C (2), 11.C (4) and 11.C (5) and the accompanying Regulatory Action DRP on Form ADV available at <http://www.adviserinfo.sec.gov>.
- In September 2016, Baird, without admitting or denying the findings, consented to the sanctions and findings of the SEC that Baird violated Section 206(4) of the Advisers Act and Rule 206(4)-7 thereunder by failing to adopt and implement adequate policies and procedures to track and disclose trading away practices by certain of the subadvisors participating in Baird's wrap fee programs offered through its Private Wealth Management department. Through these programs, Baird's advisory clients pay an annual fee in exchange for receiving access to select subadvisors and trading strategies, advice from Baird's financial advisors, and trade execution services through Baird at no additional cost. However, if a subadvisor chooses not to direct the execution of particular equity trades through Baird in order to fulfill its best execution obligation and the executing broker charges a commission or fee, Baird's advisory clients often are charged additional commissions or fees for those transactions, which is often embedded in the price paid or received for the security. This practice is referred to as "trading away" and these types of trades are frequently called "trade aways." Baird was found to have failed to adopt or implement policies and procedures designed to provide specific information to Baird's clients and financial advisors about the costs of trading away. Baird agreed to provide additional disclosure to clients and review and, as necessary, update its policies and procedures. This matter relates to Baird's Private Wealth Management department and does not involve or pertain in any way to Baird's Public Finance business or municipal advisory activities or services. The details of this matter are available in item 11.E (2) and the accompanying Regulatory Action DRP on Form ADV available at <http://www.adviserinfo.sec.gov>.

- In August 2013, Baird was involved in a regulatory matter with respect to Municipal Securities Rulemaking Board (MSRB) Rule G-14 involving trade reporting of municipal bond transactions executed by Baird for internal money managers on behalf of their clients. Baird reported the transactions on a bunched order quantity basis instead of individually by amount of allocation. Baird has since reviewed its municipal bond trade reporting methodology in this context and has revised its processes to more clearly reflect the requirements of the rule interpretations. The details of this matter are available in item 11.E (2) and the accompanying Regulatory Action DRP on Form ADV available at <http://www.adviserinfo.sec.gov>.
- In June 2013, Baird was involved in a regulatory matter involving a small number of transactions in comparison to Baird's total fixed income trading volume with respect to the purchase of municipal securities for its own account from customers and/or sold municipal securities for its own account to customers that was allegedly not fair and reasonable, taken into account all relevant factors related to MSRB Rules G-17 and G-30(A). Baird has taken steps to address this matter, including improving its systems to better monitor and document Baird's compliance with its best execution obligations; providing additional training to Baird's fixed income traders on their obligations to document the prices, quotations or indications received from counterparties to reflect for firm records the pricing in markets at the time of each transaction; and providing additional training to traders on their best execution obligations. The details of this matter are available in item 11.E (2) and the accompanying Regulatory Action DRP on Form ADV available at <http://www.adviserinfo.sec.gov>.
- In November 2011, Baird was involved in a regulatory matter involving late submissions to the MSRB and the Electronic Municipal Market Access (EMMA). In response, all personnel in the municipal underwriting and public finance departments responsible for the filings attended additional MSRB training on primary market and advance refunding MSRB G-32 submissions, and Baird has amended its MSRB G-32 procedures by publishing additional guidance to appropriate personnel and installing new mechanisms to monitor the required filing and closing dates. The details of this matter are available in item 11.E (2) and the accompanying Regulatory Action DRP on Form ADV available at <http://www.adviserinfo.sec.gov>.
- The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Baird in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. If any of the above DRPs provides that a DRP has been filed on Form ADV, BD, or U4 for the applicable event, information provided by Baird on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Baird's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Baird's CRD number is 8158.

**How to Access Form MA and Form MA-I Filings.** Baird's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <https://www.sec.gov/cgi-bin/browse-edgar?CIK=0000009211>. Information regarding legal or disciplinary events can be found in Item 9 of the Form MA and Item 6 of the Form MA-I.

**Most Recent Change in Legal or Disciplinary Event Disclosure.** The date of the last material change to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed by Baird with the SEC is July 1, 2019, which change consists of the equity research report disclosure described above in the annual filing.

**Future Supplemental Disclosures.** Baird has not identified any additional legal and disciplinary events that require disclosure. If material events arise in the future, we will provide you with supplemental disclosures about them.

If there is any aspect of the foregoing disclosures that requires further clarification, please do not hesitate to contact us. In addition, please consult your own financial and/or municipal, legal, accounting, tax and other advisors as you deem appropriate.



# Memorandum

**To:** Paula Schumacher, Village Administrator  
**From:** Samuel Hughes, Senior Management Analyst  
**Date:** 12/28/2021  
**Re:** Creation of Class OS Liquor License

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The Class OS license proposed allows for the holders of Class A, Class A Extended, Class F or Class Q liquor licenses to sell alcoholic liquor at retail for consumption on the premises, outside the principal structure. A Class OS license is an add on license and outdoor consumption is only allowed within a secured, designated area which is enclosed by fence. Liquor can be served in the designated outdoor area between 7:00am and 10:00pm., unless the Class A, A Ext., F or Q license has further time restrictions. The OS license does not allow for outdoor music or amplified sound unless a special event and amplifier permit are approved. Background music through a speaker is allowed as long as the sound does not create a nuisance beyond the outdoor dining area. With the application for an OS license, the licensee shall submit documentation showing they own the principal structure which their prerequisite liquor license is tied to and the proposed outdoor seating area, or that they have approval from their landlord if they lease the principal structure their prerequisite liquor license is tied to. If the applicant wishes to use a portion of a public sidewalk or village right-of-way, they must submit a site plan, Use of Village Property form and Hold Harmless Agreement which must be approved by the Director of Planning and Development Services, Director of Public Works and the Village Administrator. The OS License fee is proposed to be \$25 per year.

## Motion

I move to approve Ordinance 2022- \_\_\_\_\_ An Ordinance Amending Title 3, Chapter 3, of the Bartlett Municipal Code Entitled the “Bartlett Liquor Control Ordinance”, Section 3-3-2 Thereof to Add a New overlay Liquor License Classification to Allow Certain Existing Liquor Licensees to Sell Alcoholic beverages Outside the Principal Structure.

ORDINANCE 2022 - \_\_\_\_\_

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 3, OF THE BARTLETT MUNICIPAL CODE ENTITLED THE "BARTLETT LIQUOR CONTROL ORDINANCE", SECTION 3-3-2 THEREOF TO ADD A NEW OVERLAY LIQUOR LICENSE CLASSIFICATION TO ALLOW CERTAIN EXISTING LIQUOR LICENSEES TO SELL ALCOHOLIC BEVERAGES OUTSIDE THE PRINCIPAL STRUCTURE**

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**WHEREAS**, the President and Board of Trustees of the Village of Bartlett have adopted Title 3, Chapter 3, of the Bartlett Municipal Code entitled the "Bartlett Liquor Control Ordinance"; and

**WHEREAS**, the President and Board of Trustees deem it in the interest of the Village of Bartlett to allow the holders of certain valid Bartlett liquor licenses that allow for the consumption of alcoholic beverages and/or alcoholic liquor at retail on the premises, to also allow consumption of alcohol outside the principal structure on the license's premises by creating a new Class OS add-on liquor license classification;

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

**SECTION ONE:** That Section 3-3-2 entitled "License Classification, Hours, Fees, Number Issued" of the Liquor Control Ordinance, codified at Title 3, Chapter 3 of the Bartlett Municipal Code is hereby amended by adding new subsection 3-3-2-19: CLASS OS: thereto as follows:

**3-3-2-19: CLASS OS:**

A Class OS license shall entitle the holder of a valid Class A, Class A Extended, Class F or Class Q liquor license to sell alcoholic liquor at retail for consumption on the premises outside the principal structure subject to the following conditions:

1. The OS license shall be considered an add on license to a valid Class A, A Extended, F or Q liquor license. The term and validity of the OS license shall be coterminous with the prerequisite Class A, A Extended, F or Q liquor license and shall be subject to all other terms of the prerequisite license except as specified in this subsection.
2. Outdoor alcoholic consumption may only occur within a secured area with access to the serving area through the principal structure for which a valid Class A, A Extended, F, or Q license has been issued, and if that is the only access to the secured area, with at least one additional opening in the fence that secures the area for emergency egress as approved by the Director of Planning & Development Services.

3. The outdoor seating area shall be enclosed by fence in compliance with Building and Life Safety Codes.
4. The outdoor seating area shall be used for seated food and beverage service only.
5. Use of the outdoor seating area shall be limited to between 7:00 a.m. and 10:00 p.m. daily, but alcoholic beverages and alcoholic liquor sales and consumption shall be subject to further restriction by any applicable hourly limits and requirements associated with the prerequisite Class A, A Extended, F or Q license or liquor licenses in general.
6. No outdoor music, amplified sound, live performances or other noise or vibration generating activities shall be permitted within or directed at the outdoor seating area, unless a special event and amplifier permit for said special event are provided. Exception: Music played through a speaker for background music, provided the volume and sound level at which it is played does not create a nuisance beyond the outdoor dining area.
7. Service of alcoholic beverages within the outdoor seating area shall be under the control of BASSET trained representatives and/or employees of the licensee.
8. The outdoor seating area shall be treated as an extension of the restaurant/bar's public serving area and licensed premises.
9. The licensed establishment must comply with other terms set forth in any zoning approval ordinance unless otherwise expressly provided in a special use permit, variation, PUD or other zoning approval ordinance.
10. The maximum occupancy of the outdoor seating area shall be based on the maximum seating capacity as determined by the Village's Building and Life Safety Codes.
11. With its application for an OS license, the licensee shall submit written documentation evidencing that it is either (a) the fee simple owner of the property on which the principal structure of the licensed premises for its prerequisite license is located and on which the proposed outdoor seating area is located; or (b) the applicant for the OS license is the lessee/tenant under a valid lease for the principal structure, or portion thereof or leased space therein, on the licensed premises for its prerequisite license, and that either the lease clearly includes the outdoor seating area, or the landlord has authorized and consented to the use of the outdoor seating area for service of food and alcoholic beverages.
12. In the event an applicant for an OS license desires to use any portion of adjoining Village property, including public sidewalks in Village right-of-way, the applicant shall submit a site plan drawn to scale showing the size and location of all tables and chairs proposed to be placed on Village sidewalks in Village right-of-way to the Public Works Department and to the Planning & Development Services Department, together with an executed Use of Village Property and Hold Harmless

Agreement in form as set forth in APPENDIX A to the Bartlett Liquor Control Ordinance (Title 3, Chapter 3 of the Bartlett Municipal Code), with the proposed site plan attached. If such site plan is approved by the Director of the Planning & Development Services Department and use of the public sidewalk in the Village right-of-way is approved by the Director of Public Works, and the Use of Public Property and Hold Harmless Agreement has been executed by the Village Administrator, the licensee may place its furnishings on the public sidewalk in the Village right-of-way in strict accordance with the approved site plan therefor and may keep and maintain its furnishings thereon after payment of the annual fee therefor, only between April 1<sup>st</sup> and November 15<sup>th</sup> of each year (the "Annual Term"), provided the licensee has paid the annual license fees therefor and for its prerequisite liquor license, and the licensee shall be, and shall remain obligated to ensure during the Annual Term of its Class OS liquor license each year that in no event shall the operation of or placement of furnishings for an outdoor seating area interfere with the passage of pedestrians or vehicular traffic, or reduce the open portion of the public sidewalk to less than five (5) feet clear of obstructions measured from the edge of the sidewalk closest to the curb, or obstruct access to any crosswalk, curb cut, mailbox, fire hydrant, fire escape, fire door, or obstruct the clear view of any traffic signal, regulatory sign, or street sign. Whether the placement of equipment or furnishings obstructs access to any of the foregoing shall be the sole determination of the Village Administrator or her designee.

A. Hours of Operation:

Sunday, Monday, Tuesday, Wednesday and Thursday	From 7:00 a.m. to 10:00 p.m. or hours of operation for underlying prerequisite liquor license classification, whichever is more restrictive.
Friday and Saturday	

B. Annual License Fees: See Section 3-1-1 of this Title.

C. Number Issued: The number of Class OS liquor licenses shall be limited by the number of outstanding underlying prerequisite liquor licenses.

D. Insurance:

Proof that the licensee has in place, carries and maintains dram shop liability insurance, or liquor liability insurance or commercial general liability insurance which includes host liquor liability coverage for the licensed premises which shall expressly include by way of an endorsement or other written documentation which evidences that said insurance coverage includes not only liability arising out of the sale and service of alcoholic beverages and/or alcoholic liquor within the principal

structure, but also from the outdoor enclosed area on the licensed premises and/or on adjoining property with the consent of the owner thereof.

**SECTION TWO:** The Table in Section 3-1-1: of Title 3, Chapter 1, of the Bartlett Municipal Code is hereby amended to add the following line thereto under the heading "Liquor Sales" after "Class Q":

Class OS	\$25.00 per year
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**SECTION THREE: SEVERABILITY.** The various provisions of this Ordinance are to be considered as severable, and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Lorna 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 2022-\_\_\_\_\_ enacted on \_\_\_\_\_, 2022 and approved on \_\_\_\_\_, 2022, as the same appears from the official records of the Village of Bartlett.

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



# Agenda Item Executive Summary

Item Name: Acceptance of Public Improvements for Harynek/Great Lakes Landscape at 365 Miles Parkway  
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 Harynek/Great Lakes Landscape at 365 Miles Parkway. The developer, Harynek Real Estate, LLC 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 has been operational and functioning successfully for more than 12 months, village staff recommends waiving the maintenance period.

## ATTACHMENTS (PLEASE LIST)

Memo, PW Letter, Ordinance, Bill of Sale

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:: I MOVE TO APPROVE ORDINANCE \_\_\_\_\_ ACCEPTING THE PUBLIC IMPROVEMENTS FOR HARYNEK/GREAT LAKES LANDSCAPE AT 365 MILES PARKWAY**

Staff: Bob Allen, Village Engineer

Date: January 4, 2022

# MEMORANDUM

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To: Paula Schumacher, Village Administrator

From: Bob Allen, Village Engineer *BA*

Subject: Acceptance of Public Improvements for Harynek/Great Lakes Landscape,  
365 Miles Parkway, Blue Heron Business Park

Date: January 4, 2022

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Attached is an ordinance to accept the public improvements for Harynek/Great Lakes Landscape at 365 Miles Parkway. The developer, Harynek Real Estate, LLC 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 has been operational and functioning successfully for more than 12 months, village staff recommends waiving the maintenance period.

Please place this ordinance on the next available agenda.

**MOTION: I MOVE TO APPROVE ORDINANCE \_\_\_\_\_ ACCEPTING THE PUBLIC IMPROVEMENTS FOR HARYNEK/GREAT LAKES LANDSCAPE AT 365 MILES PARKWAY**

January 4, 2022

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

Attn: Dan Dinges, Director of Public Works

RE: **VILLAGE ACCEPTANCE OF PUBLIC IMPROVEMENTS  
HARYNEK/GREAT LAKES LANDSCAPE  
365 Miles Parkway  
Blue Heron Business Park**

Please be advised that the public improvements have been completed for Harynek/Great Lakes Landscape at 365 Miles Parkway..

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 Harynek/Great Lakes Landscape at 365 Miles Parkway.

The developer, Harynek Real Estate, LLC , 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. Because this water main has been operational and functioning successfully for more than 12 months, village staff recommends waiving the maintenance period.

I recommend that the Village Board adopt an Ordinance accepting the public improvements for Harynek/Great Lakes Landscape at 365 Miles Parkway.

Sincerely,

*Robert Allen*

Robert Allen, P.E.  
Village Engineer

Attachment

cc: Lorna Giless, Village Clerk  
Beth Urgo, Public Works  
Todd Dowden, Director of Finance  
Bryan Mraz, Village Attorney  
Roberta Grill, Director of PDS  
Kristy Stone, Village Planner  
Kevin Harynek, Great Lakes Landscape

**ORDINANCE 2022-**

**AN ORDINANCE ACCEPTING THE PUBLIC IMPROVEMENTS FOR  
HARYNEK/GREAT LAKES LANDSCAPE AT 365 MILES PARKWAY**

**WHEREAS**, the Village Engineer has reported to the corporate authorities that the water distribution system, ("the Public Improvements") for the site known as Harynek/Great Lakes Landscape ("the Development") were completed substantially in accordance with the plans and specifications therefore and the requirements of the Village Subdivision Ordinance on October 1, 2021 ("the Completion Date") and that Harynek Real Estate, LLC, the developer of the site, ("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 Harynek/Great Lakes Landscape at 365 Miles Parkway.

**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**

**ATTEST:**

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

\_\_\_\_\_  
**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 2022-\_\_\_\_\_ enacted on January 4, 2022 and approved on January 4, 2022, as the same appears from the official records of the Village of Bartlett.

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

# **BILL OF SALE**

**FOR THE WATER MAIN INSTALLED  
AT THE**

365-399 Miles Parkway **INDUSTRIAL SITE**

**LOT NO.** \_\_\_\_\_ **SUBDIVISION**

**ADDRESS** 365 miles Parkway, Bartlett, IL 60103

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, Harynek Real Estate LLC ("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 365-399 Miles Parkway 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 November 17, 2021.

Signed: Kevin M. Harynek  
~~President~~ Manager

Attest: \_\_\_\_\_  
~~Secretary~~

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF DuPage    )     SS:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kevin M. Harynek ~~and~~ \_\_\_\_\_, personally known to me to be the President and Secretary, respectively of Harynek Real Estate LLC, ("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 18th day of November, 2021

Peter Alann Petersen  
\_\_\_\_\_  
Notary Public

My Commission Expires: 6/19/22

