

VILLAGE OF BARTLETT  
BOARD AGENDA  
JANUARY 19, 2016  
7:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. \*CONSENT AGENDA\*

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

\*6. MINUTES: Board & Committee Minutes – January 5, 2016

\*7. BILL LIST: January 19, 2016

8. TREASURER'S REPORT: November 2015  
Sales Tax Report - September 2015

9. PRESIDENT'S REPORT: Appointments

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

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

12. STANDING COMMITTEE REPORTS:

A. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE

\*1. Bartlett Pointe West Special Service Area

B. BUILDING COMMITTEE, CHAIRMAN HOPKINS

No Report

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

No Report

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN ARENDS

No Report

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARONARO

1. Weapons Ordinance Code Amendment

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

1. Nicor Gas Franchise Ordinance

13. NEW BUSINESS

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**January 5, 2016**

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1. CALL TO ORDER

President Wallace called the regular meeting of January 5, 2016 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. in the Council Chambers.

2. ROLL CALL

PRESENT: Trustees Arends (arrived at 7:12), Camerer, Carbonaro, Deyne, Hopkins, Reinke and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Valerie Salmons, Assistant Village Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Finance Director Jeff Martynowicz, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Community Development Director Jim Plonczynski, Building Director Brian Goralski, Food & Beverage Manager Paul Petersen, Chief Kent Williams, Deputy Chief Joe Leonas, Village Clerk Lorna Giles and Village Attorney Bryan Mraz.

3. INVOCATION

Pastor Susan Tyrell from Immanuel United Church of Christ did 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 would be enacted by one motion. He further stated that there will be no separate discussion of these items unless a Board member so requests, in which event, that item will be removed from the Consent Agenda and considered at the appropriate point on the Agenda. He asked if there were any items a Board member wished to remove from the Consent Agenda, or any items a Board member wished to add to the Consent Agenda.

Trustee Reinke asked that the Minutes be removed from the Consent Agenda.

Trustee Camerer moved to Amend the Consent Agenda by removing the Minutes from consent and that motion was seconded by Trustee Deyne.



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ROLL CALL VOTE TO APPROVE THE AMENDED CONSENT AGENDA

AYES: Trustees Camerer, Carbonaro, Deyne, Hopkins, Reinke  
NAYS: None  
ABSENT: Trustee Arends  
MOTION CARRIED

Trustee Deyne moved to approve the Amended Consent Agenda as presented and all items contained therein, and that motion was seconded by Trustee Camerer.

ROLL CALL VOTE TO APPROVE THE AMENDED CONSENT AGENDA

AYES: Trustees Camerer, Carbonaro, Deyne, Hopkins, Reinke  
NAYS: None  
ABSENT: Trustee Arends  
MOTION CARRIED

6. MINUTES

Trustee Carbonaro moved to approve the Board and Committee Minutes from December 15, 2015 as presented and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE THE BOARD AND COMMITTEE MINUTES FROM DECEMBER 15, 2015

AYES: Trustees Camerer, Carbonaro, Deyne, Hopkins  
NAYS: None  
ABSENT: Trustee Arends  
ABSTAIN: Trustee Reinke  
MOTION CARRIED

7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT - None
9. PRESIDENT'S REPORT - None
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None



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11. TOWN HALL

**Art Pierscionek, 925 Auburn Lane**

Mr. Pierscionek asked President Wallace if he attended Governor Rauner's Press Conference yesterday. He thanked the Governor for the late Christmas present. He stated that one of the complaints from the people from Illinois is the high taxes. For a while, several colleagues and himself have been thinking of ways to try to help reduce the tax burden. He stated that they were going to do a citizens initiative to eliminate or modify the Wayne Township government in a way that would reduce the cost on the taxpayers. They plan on inviting the Mayors of Bartlett, Hanover Park, Carol Stream, West Chicago and Wayne to see how something like that can be achieved and what the Village's would look at taking upon themselves if they eliminate the road commissioner, tax assessor, etc. He indicated that they would work with the county to figure out how to absorb that and what the cost differences would be as well as pros and cons. The report relies on the people to decide this. They would ultimately like to see a referendum on the November ballot so the residents can decide if this is a good thing or not. The burden will fall on the unincorporated areas because they are the major recipients of services of the Township. He stated that they are not paying for everything they are getting. He wants to get the Mayors and Counties involved as well as the residents. He looked forward to talking about these things and getting it on the ballot for next November to help the tax situation.

12. STANDING COMMITTEE REPORTS

A. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that there was no report

B. BUILDING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that there was no report.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN ARENDS

In the absence of Trustee Arends, President Wallace stated that the St. Peter Damian Church Class D Liquor License was covered and approved under the Consent Agenda.



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E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that the Metropolitan Alliance of Police Union Contract would be deferred to item 17 when the Board reconvenes after the Executive Session.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer presented Resolution 2016-01-R, A Resolution Approving of the Agreement Between the Village of Bartlett and All Service Contracting Corporation for the Bartlett Well 6 Iron Filter Media Replacement Project.

Trustee Camerer moved to approve Resolution 2016-01-R, A Resolution Approving of the Agreement Between the Village of Bartlett and All Service Contracting Corporation for the Bartlett Well 6 Iron Filter Media Replacement Project as presented and that motion was seconded by Trustee Hopkins.

President Wallace asked why there was such a large discrepancy in the bids.

Public Works Director Dan Dinges stated that the main reason is because the lower bids do this type of work regularly all over the county. They have a system where they are pumping the material in with a machine. The more expensive bids are taking bags and having workers dump the sand into the filter.

**ROLL CALL VOTE TO APPROVE RESOLUTION 2016-01-R, APPROVING AGREEMENT WITH ALL SERVICE CONTRACTING FOR WELL 6**

AYES: Trustees Camerer, Carbonaro, Deyne, Hopkins, Reinke

NAYS: None

ABSENT: Trustee Arends

**MOTION CARRIED**

Trustee Arends arrived at 7:12 p.m.

Trustee Camerer presented Resolution 2016-02-R, A Resolution Approving of the Agreement Between the Village of Bartlett and Schramm Construction Corporation for the Bartlett Public Works Expansion Project.

Trustee Camerer moved to approve Resolution 2016-02-R, A Resolution Approving of the Agreement Between the Village of Bartlett and Schramm Construction Corporation for the Bartlett Public Works Expansion Project as presented and that motion was seconded by Trustee Carbonaro.



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ROLL CALL VOTE TO APPROVE RESOLUTION 2016-02-R, APPROVING AGREEMENT WITH SCHRAMM CONSTRUCTION FOR PUBLIC WORKS PROJECT

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

Trustee Camerer presented the Overhead Sewer Program. He stated that they discussed this item previously. The overhead sewer program specifies that the reimbursement of the cost to install overhead by the Village only applies to owner occupied, single-family homes that have experienced sanitary sewer backups. Commercial, industrial, and multi-family & rental residential properties are not included. Multi-family buildings were not included because many of them only had one sanitary service serving the multi-units therefore it made it difficult to have all units agree to have the overhead system installed since one unit would be responsible for the ejector pump. Residential rental properties were not included because they were considered "commercial" since the landlords were profiting on the rental property therefore, they should pay for the conversion themselves.

At the December 15th Committee meeting, the Board discussed including single family rental properties in the overhead sewer program. After the discussion, staff was tasked with coming up with options that would address the concerns the Board had. Staff proposes the following 3 Options:

- Option 1 - Keep the program as is (100%) for owner occupied single family houses only.
- Option 2 – Keep the program the same (100%) and include single family rental units.
- Option 3 – Keep the program at 100% for owner occupied single family houses and provide 50%, not to exceed \$5,000, for single family rental units.

The program will be on a first come first served basis up to the budget amount and will provide priority to owner occupied houses.

The cost to convert a service to an overhead service varies per household depending on the number of fixtures and basement layout. The cost over the past year has ranged from \$8,500 – \$11,200 per household.

Trustee Reinke moved that the Village Board amend the Overhead Sewer Program policy to include Option 1 and that motion was seconded by Trustee Arends.



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AYES: Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke  
NAYS: Trustee Deyne, Hopkins  
ABSENT: None  
MOTION CARRIED

Trustee Deyne stated that he was not sure they should have taken them in the order that they were layed out. He felt that they could have talked about Option 3 first. He was not happy about this and thought they should have looked at the options in a different manner.

President Wallace stated that everyone was given an opportunity to discuss any of the options.

13. NEW BUSINESS - None

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Reinke asked how the bike committee was coming along.

Administrator Salmons stated that they are meeting this week. A list of names will be compiled for the Mayor and Board to review for this committee.

President Wallace stated that there are openings on the Economic Development Commission as well as the Police Pension and Planning and Zoning and he asked for resumes on any individuals interested or recommended.

15. ADJOURN TO EXECUTIVE SESSION

President Wallace stated that the Board will be going into the Executive Session to Discuss Collective Negotiation Matters Pursuant to Section 2(c)2 of the Open Meetings Act and also to Discuss Pending Litigation and/or Imminent Litigation Pursuant to Section 2(c)11 of the Open Meetings Act.

The Board will reconvene the Board meeting immediately following and take action on the Metropolitan Alliance of Police Union Contract.

There being no further business to discuss, Trustee Arends moved to adjourn the regular Board meeting to Executive Session pursuant to Sections 2(c)2 and 2(c)11 of the Open Meetings Act and that motion was seconded by Trustee Camerer.



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**ROLL CALL VOTE TO ADJOURN TO EXECUTIVE SESSION**

AYES: Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke  
NAYS: None  
ABSENT: None  
**MOTION CARRIED**

The meeting was adjourned at 7:19 p.m. to Executive Session

**16. RECONVENE BOARD MEETING**

The Board meeting was reconvened and the Village President called the regular meeting back to order at 8:24 p.m. and asked the Village Clerk to call the roll.

**ROLL CALL**

PRESENT: Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke and  
President Wallace  
ABSENT: None

**17. POLICE & HEALTH COMMITTEE**

Trustee Carbonaro presented Resolution 2016-03-R, A Resolution Approving and Directing the Execution of the Agreement Between the Village of Bartlett and the Metropolitan Alliance of Police, Chapter #114.

Trustee Carbonaro moved to approve Resolution 2016-03-R, A Resolution Approving and Directing the Execution of the Agreement Between the Village of Bartlett and the Metropolitan Alliance of Police, Chapter #114 as presented and that motion was seconded by Trustee Arends.

**ROLL CALL VOTE TO APPROVE RESOLUTION 2016-03-R, APPROVING AND DIRECTING THE EXECUTION OF THE AGREEMENT WITH THE METROPOLITAN ALLIANCE OF POLICE, CHAPTER #114.**

AYES: Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke  
NAYS: None  
ABSENT: None  
**MOTION CARRIED**



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18. ADJOURNMENT

President Wallace stated that the Board will be going into the Committee of the Whole meeting immediately following the close of this meeting.

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

ROLL CALL VOTE TO ADJOURN

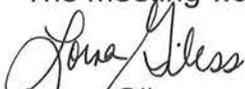
AYES: Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 8:27 p.m.

  
Lorna Gilles  
Village Clerk  
LG/



## VILLAGE OF BARTLETT COMMITTEE MINUTES

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President Wallace called the Committee of the Whole meeting to order at 8:38 p.m.

PRESENT: Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke, President Wallace were present.

ABSENT: None

ALSO PRESENT: Village Administrator Valerie Salmons, Assistant Village Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Finance Director Jeff Martynowicz, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Community Development Director Jim Plonczynski, Building Director Brian Goralski, Food & Beverage Manager Paul Petersen, Chief Kent Williams, Deputy Chief Patrick Ullrich, Village Clerk Lorna Giles and Village Attorney Bryan Mraz.

### PLANNING & ZONING COMMITTEE

#### Blue Heron Business Park 3<sup>rd</sup> Amended Annexation and Revised PUD Plans

Trustee Reinke asked the Community Development Director to go over the details.

Community Development Director Jim Plonczynski stated that this is coming back to the Board after it went through the Plan Commission for the required public hearing on the PUD Amendments. Abbott Land and Investment represented by Dean Kelley is asking to amend his annexation agreement for the purposes of reducing the width of his buffer on the east from the State Herons Woods nesting area to a uniform 50'. The petitioner had originally had a development PUD amendment in place to protect the herons that were nesting in this particular area. They hired an ecological engineering firm who provided information that the herons don't need that large buffer. They did find eagles on the property and they will subscribe to the US Fish and Wildlife Service information and regulations regarding the construction during the eagle nesting which occurs in the spring.

In addition to the annexation agreement they would like to amend the overall PUD/Concept plan with 50' buffer zone; revised PUD preliminary plan with 50' buffer zone; revised PUD pre-approved site plan with 50' buffer zone, Special Use for revised PUD plans. They have gone to the Plan Commission and approval was recommended subject to the conditions and findings of fact that are in the report.

Trustee Hopkins stated that since it is in a TIF District, is it similar to Brewster Creek and the Village pays for all of the site development.



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Plonczynski stated generally "yes". The developer has Developer Notes and is using them for land reclamation and infrastructure installation.

Trustee Hopkins asked if it would increase or decrease the cost.

Plonczynski stated that for Abbott Land in terms of development of the buffer area, it will decrease the cost of that buffer development.

Trustee Hopkins asked if it would cost the TIF District more money or will the Village have more of a payout to Abbott Land.

Dean Kelley stated that they pay for all the costs associated with the development of the property including the reclamation. They issue notes and when increment is generated than it pays those notes back. It is a nominal impact to the TIF.

Trustee Hopkins asked to see some numbers when they are available.

Kelley stated that they have spent quite a bit more than they have received in increments because they have not had the development activity. They have a building that is just about complete and another that is on the books to start this year. They are way ahead of the game as far as dollars spent versus revenues taken in.

Plonczynski stated that the Board will see the TIF budget as they go through budget review.

Trustee Camerer asked if there was only one eagles nest on the property or several.

Kelley stated that there was one last year and he did not know if they would come back. They agreed to a temporary buffer where they could not do reclamation activities within a 600 foot radius while the eagle was there. They will comply with that and it does not impact the project that they are currently negotiating.

Trustee Camerer asked if it would be unlikely that the IDNR would sell off that property.

Kelley stated that it is about 300 acres and unlikely they would sell because development would be expensive.

The Board decided to move this along to the Village Board for a final vote.



## VILLAGE OF BARTLETT COMMITTEE MINUTES

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### PUBLIC WORKS COMMITTEE

#### Water Study

Trustee Camerer stated that there were three options for future water supply for the Board to consider:

1. 100% Elgin
2. 100% JAWA
3. 50% Elgin and 50% JAWA

Dr. Christopher Burke from Burke Engineering presented the Potable Water Study Update (attached).

He stated that the Village had discussions with Elgin and some of the things that were frozen were not frozen. JAWA came back to the Village and offered a source of water with a reduced buy-in fee and making it more cost effective than the rates previously provided to the Board. The projection for JAWA went down by approximately \$2.40 per 1,000 gallons. They also presented a 50/50 concept where they would get half of the water from Elgin and half from JAWA. They could use the existing connection and only construct one new JAWA connection versus two if they used 100% JAWA. At the same time, Elgin stated that they would not drop the multiplier down as much as they previously stated and as a result, the Elgin cost increased by .90¢ per 1,000 gallons.

See page 6 of presentation for projected 2019 rates. Burke talked about the Pros and Cons on page 7 and highlighted the five year capital improvements costs that would need to take place before 2019. He talked about source redundancy and stated that two independent sources provide the Village with more certainty. All options are soft water. Page 8 projects the 2019 projected increase to monthly water bills based on usage. He stated that water softeners would no longer be necessary for all of the presented options. He estimated the cost of the water softener to be \$16-\$20 per month. He spoke about the phased transition from wells on page 9. He felt that they could run three of the wells on an average day and have the others in reserve. He stated that if they phase out wells over ten years they would have \$5.7 million in capital improvements. If softener added for the existing wells, the capital improvements would go up to \$11.2 million dollars or \$12.8 million beyond 2019. They would need the second connection to Elgin built in 10 years (2026).

He referred to page 12 and stated that they were asked to take a lot of assumptions into play and look at the projected rates for 2026. He stated that there is not a huge spread between the various options.

Trustee Camerer stated that staff was looking for some direction on how to proceed.



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Attorney Mraz stated that the Board can give direction and from that they will negotiate with one or both and ultimately vote on an agreement.

Trustee Camerer commented that he was impressed with the 50/50 program and it gives them variable options and it is cost effective.

President Wallace asked about the villages that paid the buy-in's for JAWA and what was their reaction? Will they try to recuperate their costs at some point.

Administrator Salmons stated that they are delighted to have them because their overall amount is down and if we fill the gap, they save money. She felt that they would be welcomed.

Dr. Burke stated that would be part of the agreement. Bartlett would not be a voting member but have the rights to expect favorable rates.

Trustee Reinke stated that he was concerned about JAWA. One, because they will not have a vote and most importantly because of the City of Chicago. The City of Chicago has certain limitations on what it charges. They have repeatedly demonstrated an inability to handle its finances in a good way. His concern is that later on down the road the city decides to increase the rates and the costs are no longer valid to us because Chicago does not have its act together.

Dr. Burke disagreed. They raised this issue with JAWA and their response is that it is in their best interest as well to always make sure that the cost is passed on. They are looking at other alternatives to make sure that if the city continues to raise the rates beyond something sustainable, they have explored with other JAWA's alternative Lake Michigan water sources.

Trustee Reinke stated that he understood JAWA's position. He thought that the city could make its own decision.

Trustee Camerer referred to page 7 regarding the useful life of wells. He asked Dr. Burke to explain other options such as going back to the wells.

Dr. Burke spoke about keeping wells in play. He felt that they should keep the wells operating to assure that the system is operating correctly all the time.

Trustee Hopkins stated that he thought it was extremely important that they get 100% softened water for the residents. They do not like the quality of the water. He asked what happens when you don't soften the water.



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Dr. Burke stated that it will taste harsh and different than most people living in the suburbs are accustomed to. That is the reason that people with well revert to a water softener type system or filtration system.

Trustee Hopkins stated that it is \$12.8 million to soften the water for the three wells.

Dr. Burke stated that includes the cost of the capital improvements that defer beyond 2019.

Trustee Hopkins asked if they kept the wells longer, like 10-20 years, will the price come down per 1,000 gallons.

Dr. Burke stated that if they continue to extend out the wells, you have uncertainties in the quality of the water and the additional treatment processes that may be necessitated by the quality of the water posted on the Village from the regulatory agencies. The wells do not have a 500 year life, some of them are older and have uncertainties. If you have to drill a new well, it can get pretty expensive. There are more uncertainties in the out years with using the wells.

President Wallace asked if the billing will get complicated with two organizations. Is there one giant bill from JAWA and one giant bill from Elgin?

Finance Director Jeff Martynowicz stated that it is pretty straight forward. They reconcile what is purchased each month and just pay it. This would be pretty similar with JAWA.

Administrator Salmons stated that in the long range it will not be a problem but she thought they would have the ability to move more quickly with softened water if they went 100% Elgin. They have a long term relationship and it is one contract, there is only one system to expand to get on-line. For rapidity of this improvement and long-range, they may be better with just one supplier.

President Wallace asked where the emergency water supply comes from?

Administrator Salmons stated that they have an emergency connection with Elgin.

Dinges stated that there is a connection on West Bartlett Road. They are looking at Streamwood and Hanover Park for long-term emergency connections.

Administrator Salmons stated that JAWA's contract is up with the City of Chicago in nine years. They have a lot of plans and are proactive with figuring out where they may get Chicago water from another town. Having that unknown, so close, she finds a little problematic.



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Trustee Hopkins asked how many communities are part of JAWA.

Dr. Burke stated there are seven.

Trustee Hopkins asked if they were all voting.

Administrator Salmons stated "yes", they were all original members bought in early.

Trustee Reinke asked about the 100% Elgin option with the second connection built up front. His concern was redundancy. If there is a problem with Elgin as a source, they would reserve 2-3 wells? Are the wells an economically viable option to back up the Elgin water if they went 100%?

Dr. Burke stated that in the short term "yes". They can keep the three wells live, not only to provide stability to the operation, but to make sure there is adequate pressure in the system. It would also get useful life from the treatment processes they have.

Trustee Reinke stated that over time the wells would shut down and rely on the backup with interconnects like Streamwood, etc.

Dr. Burke stated that they are recommending that as a best practice the connections to Streamwood and Hanover Park would provide additional levels of protection.

Trustee Reinke stated that the water quality from Elgin and JAWA is essentially the same.

Dr. Burke stated that it may taste different but the water quality from both entities are comparable and have high quality characteristics.

Trustee Reinke stated that the risk associated with cost seems minimal or reduced with the 100% Elgin option and they get soft water faster. He stated that he is a big fan of 100% Elgin and the second connection built up front.

Trustee Hopkins stated that if this happened within a years' time, would they still have residents getting non-softened water?

Dr. Burke stated that if they would immediately upgrade the existing connection and get almost 3 million gallons for a period of time of well water until the contract ended in 2019. The new pumping station would be constructed within Elgin and there are a lot of water connections up to Elgin. Eventually everyone would get softened water but there would be a period of time before you get the second connection. By 2019, every resident would have softened water.



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Trustee Carbonaro asked how many years have they been contracted with Elgin for water.

Administrator Salmons stated it was since 1984.

President Wallace asked about the timeframe for softening the existing wells.

Dr. Burke stated that for the \$5.5 million dollar expenditure it would be one year.

President Wallace asked if the Board is leaning towards 100% Elgin, would it make sense to get the water softened as quickly as possible, use our wells and transition over a longer period of time with Elgin. Are we wasting money softening those wells if we then cut them off? He liked the redundancy and ability to have two separate sources with Elgin and JAWA but he also liked the potential ability to deal with someone familiar with 100% Elgin. There is no other information they can ask for and this has been very thorough over and over.

Trustee Carbonaro asked about the grant plus another amount that was given for a seventh or eighth well.

Administrator Salmons stated that it was a USEPA grant for \$500,000 for that well. They were able to get them to repurpose that on another water project. They have been calling and requesting them to pick a project.

Trustee Arends asked if there was any risk or health issues in softening the water?

Dr. Burke stated that there are none that they are aware of. It is common for communities that have well water. For those with private wells, the majority of the people have softened water.

President Wallace asked if they had the ability to increase the supply from Elgin right now?

Administrator Salmons stated a little bit. They have an upside number that they cannot pass. They can increase a little but not a whole lot.

President Wallace asked if they could go down to one of the wells.

Dinges stated that it would be tough. Right now they take 2 million gallons per day. With the existing pump station they could probably get close to the 2.75 which drops the multiplier but that is pushing it. It would only get rid of one well.



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Water Supervisor Tom Ruzicka stated that the big thing with the wells is the distribution of water. The entry point is at the northwest corner of the town and to push it to the southeast corner of town is tough to keep chlorine residuals, etc. That is why they have to keep certain wells because of their central location. Regarding softening, not only do you have the upfront capital costs, you would also have sludge. It is like a domino effect and would possibly be taxing the wastewater plant with the discharge. It is much better to buy softened water than to soften it in-house because of the logistics.

President Wallace stated that he is hearing 100% Elgin and possibly the 50/50. Perhaps everyone could do a little more research and come back to a Board meeting.

Trustee Hopkins asked why the numbers are based on 85% billed water.

Dr. Burke stated that they are talking about the water loss that is traditional. Every community is not able to bill every drop of water that comes into the community. It is used for different municipal purposes, flushing hydrants, and just plain water loss. To be conservative they are saying that if you bought 100 gallons, you would only be able to sell 85 gallons which is an average number based on the traditional water losses that communities in northeastern Illinois have.

President Wallace asked if any of the Board members were interested in dealing with JAWA.

Trustee Camerer liked the duplicity and having the additional water source.

All other Board members responded "no".

President Wallace asked the staff to negotiate a contract with Elgin.

Trustee Carbonaro asked if Harvey is still a voting member at JAWA.

Dr. Burke stated that Bartlett would be the eighth entity getting water but would not be a voting member. The City of Harvey is not a member of this JAWA.

Trustee Reinke asked when they would hear back about the negotiations with Elgin.

Administrator Salmons stated that she would like to see it done within a couple of months.

Trustee Carbonaro asked if Republic Services will pick up the discarded water softeners.

Administrator Salmons stated that they will start talking to them about that.

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**VILLAGE OF BARTLETT  
COMMITTEE MINUTES**

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There being no further business to discuss, Trustee Camerer moved to adjourn the Committee of the Whole meeting and that motion was seconded by Trustee Arends.

**ROLL CALL VOTE TO ADJOURN**

**AYES:** Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

The meeting adjourned at 9:26 p.m.

Lorna Giles  
Village Clerk

LG/

# VILLAGE OF BARTLETT

## POTABLE WATER STUDY

### UPDATE

NOVEMBER 17, 2015  
REVISED JANUARY 5, 2016



# HISTORY

IN THE SUMMER / FALL OF 2014, PRESENTATIONS WERE MADE TO THE BOARD SUMMARIZING 5 ALTERNATIVES CONSIDERED FOR LONG TERM SUSTAINABLE POTABLE WATER SUPPLY FOR BARTLETT.

## BOARD DIRECTION

UPON CAREFUL REVIEW AND CONSIDERATION, THE BOARD DIRECTED STAFF TO ENTER NEGOTIATIONS WITH ELGIN FOR A NEW LONG TERM WATER SUPPLY AGREEMENT.



# NEW INFORMATION SINCE 2014 BOARD PRESENTATIONS

- **NSMJAWA PROPOSES TO SUPPLY BARTLETT**
  - NSMJAWA PROPOSAL DRIVEN BY DECLINING WATER USE, NSMJAWA'S PROXIMITY TO BARTLETT, AND NSMJAWA'S NEED TO MEET MINIMUM WATER PURCHASE REQUIREMENT
  - "BUY-IN" FEE OF \$14.6 MILLION IS ELIMINATED
  - NSMJAWA INDICATED THAT CURRENTLY ANY FUTURE CITY OF CHICAGO RATE INCREASES ARE LIMITED BY CITY ORDINANCE (FUTURE REMAINS UNCERTAIN BECAUSE NEW ORDINANCE COULD BE ADOPTED)
  - REFINEMENT OF CAPITAL FACILITIES & COST ESTIMATES
  - BASED ON NSMJAWA'S PROPOSAL, 2019 RATE PROJECTION FOR NSMJAWA WATER HAS GONE **DOWN** BY APPROXIMATELY \$2.40 / 1,000 GALLONS
  - OFFERING OF A 50-50 / ELGIN-NSMJAWA JOINT SUPPLY ALTERNATIVE



# NEW INFORMATION SINCE 2014 BOARD PRESENTATIONS

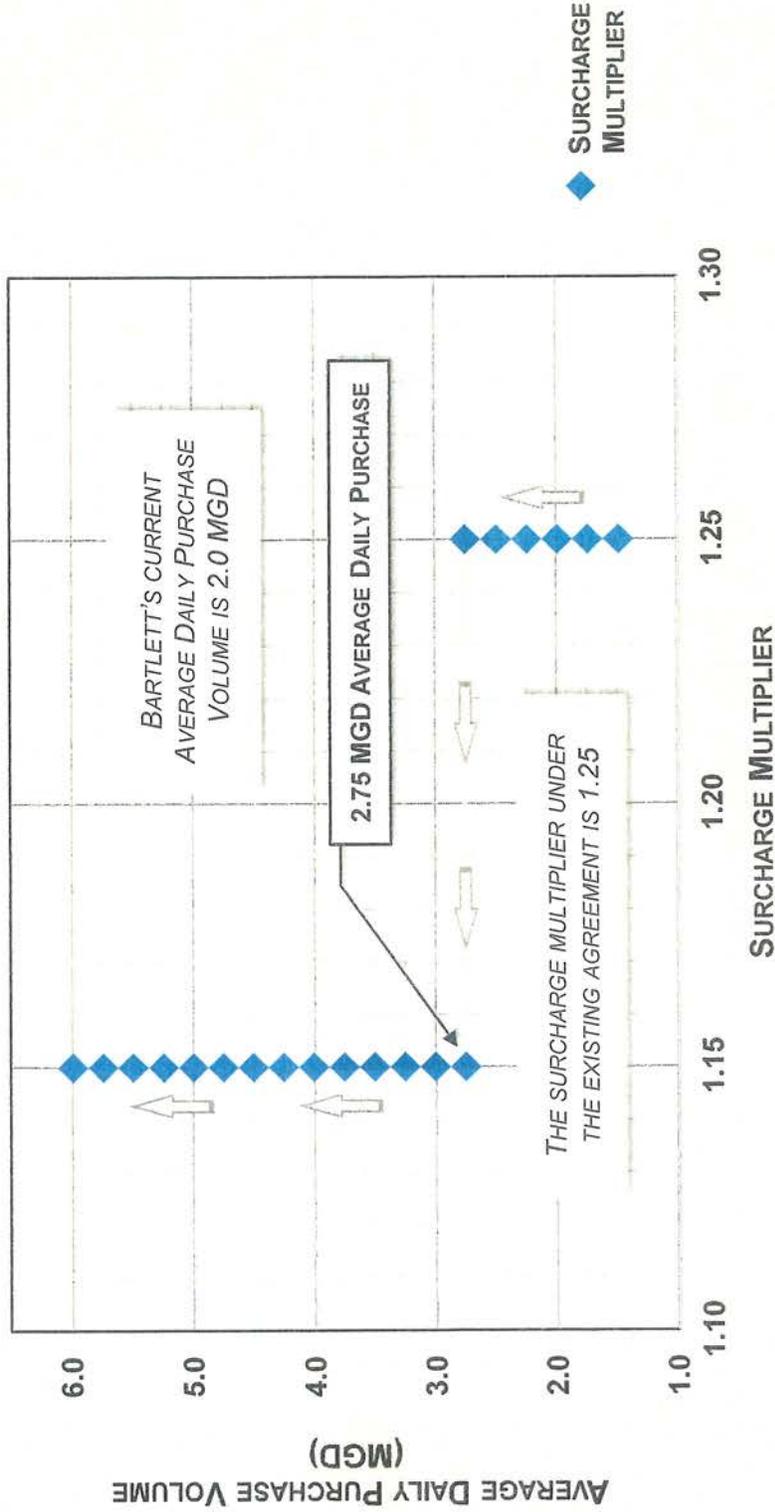
- **ELGIN AGREEMENT**
  - ELGIN CONCERNED THAT PROVIDING 100% OF BARTLETT'S SUPPLY WILL REQUIRE THE WATER TREATMENT PLANT BE EXPANDED SOONER
  - AFTER ELGIN REVIEWED THE 2014 BOARD PRESENTATIONS, ELGIN FELT THAT THE PREVIOUSLY DISCUSSED TERMS OF THE AGREEMENT WERE BALANCED IN FAVOR OF BARTLETT
  - STAFF NEGOTIATED NEW TERMS FOR A 35 YEAR AGREEMENT
  - ELGIN TOOK OFF THE TABLE CAPS ON FUTURE ANNUAL RATE INCREASES
  - ELGIN AGREED TO REDUCE THE "SURCHARGE MULTIPLIER" FROM THE CURRENT 1.25 TO 1.15 WITH A CORRESPONDING INCREASE IN VOLUME PURCHASE
  - BASED ON NEGOTIATED TERMS, 2019 RATE PROJECTION FOR ELGIN WATER HAS GONE UP BY APPROXIMATELY \$0.90 / 1,000 GALLONS
  - ELGIN AGREED TO SELL WATER TO BARTLETT IF THE 50-50 ALTERNATIVE IS SELECTED



# ELGIN SURCHARGE MULTIPLIER

(MULTIPLIER FOR THE 50-50 OPTION IS 1.25 FOR ALL FLOWS)

SURCHARGE MULTIPLIER VERSUS AVERAGE DAILY PURCHASE VOLUME



# ALTERNATIVES SHORT LIST

PROJECTED 2019 BARTLETT RATE (SEE NOTES)	
CURRENT PROJECTED VALUES	VALUES PRESENTED TO BOARD IN 2014

100% ELGIN  
[2<sup>ND</sup> CONNECTION BUILT UP FRONT]

**\$11.10 - \$11.60**      \$10.50

100% NSMJAWA

**\$12.00 - \$12.90**      \$14.80

50-50 ELGIN-NSMJAWA

**\$10.90 - \$11.60**      N/A  
[NEW ALTERNATIVE]



# PROS & CONS OF ALTERNATIVES

	100% ELGIN [2 <sup>ND</sup> CONNECTION BUILT UP FRONT]	100% NSMJAWA	50-50 ELGIN- NSMJAWA
2019 PROJECTED RATE	\$11.10 - \$11.60	\$12.00 - \$12.90	\$10.90 - \$11.60
5 YEAR CAPITAL IMPROVEMENT PROJECTION (\$2014)	\$18.5 MILLION	\$29.9 MILLION	\$13.0 MILLION
SOURCE WATER	FOX RIVER	LAKE MICHIGAN	FOX RIVER / LAKE MICHIGAN
SOURCE REDUNDANCY	--	--	2 INDEPENDENT SOURCES
ALLOWS REMAINING USEFUL LIFE OF WELLS	NO	NO	PERHAPS
SUSTAINABLE	YES	YES	YES
SOFT WATER	YES	YES	YES



# ALTERNATIVE'S PROJECTED INCREASE 2019 MONTHLY WATER BILLS 1,2

PROJECTED 2019 RATE / 1,000 GALLONS	AVERAGE PROJECTED RATE OF HIGH-LOW RANGE	100% ELGIN [2 <sup>ND</sup> CONNECTION BUILT UP FRONT]	100% NSMJAWA	50-50 ELGIN- NSMJAWA
6,000 GALLONS / MONTH	\$11.35 / 1,000 GALLONS	\$11.25 / 1,000 GALLONS	\$11.25 / 1,000 GALLONS	\$11.25 / 1,000 GALLONS
8,000 GALLONS / MONTH	\$21.00 MONTHLY INCREASE OVER 2019 INFLATED RATE	\$27.60 MONTHLY	\$27.60 MONTHLY	\$20.40 MONTHLY
10,000 GALLONS / MONTH	\$28.00 MONTHLY INCREASE OVER 2019 INFLATED RATE	\$35.00 MONTHLY	\$36.80 MONTHLY	\$27.20 MONTHLY
	\$35.00 MONTHLY INCREASE OVER 2019 INFLATED RATE	\$46.00 MONTHLY	\$46.00 MONTHLY	\$34.00 MONTHLY

<sup>1</sup> Table values based on the average of the Alternative 2019 Projected Rate Range verses 2014 Rates inflated to 2019 Rates at historical average inflation rate of 4.3%

<sup>2</sup> 2014 Rate is \$6.36 / 1,000 gallons, 2019 Projected Rate at 4.3% historical inflation increase is \$7.85 / 1,000 gallons



# 100% ELGIN PHASED TRANSITION FROM WELLS

	100% ELGIN [PHASE OUT WELLS OVER 10 YEARS]	IF SOFTENER ADDED FOR EXISTING WELLS <sup>2</sup>
2019 PROJECTED RATE <sup>1</sup>	\$8.60 - \$8.90	\$9.10 - \$9.40
AVERAGE PROJECTED RATE OF HIGH-LOW RANGE	\$8.75	\$9.25
VALUES PRESENTED TO BOARD IN 2014	\$8.40	--
5 YEAR CAPITAL IMPROVEMENT PROJECTION (\$2014)	\$5.7 MILLION	\$11.2 MILLION
100% ELGIN – CAPITAL IMPROVEMENTS DEFERRED BEYOND 2019 (\$2014)	\$12.8 MILLION	\$12.8 MILLION
100% ELGIN – BARTLETT 2019 SELLING RATE DEFERRED <sup>3</sup>	\$2.50 - \$2.60	\$2.50 - \$2.60
SOURCE WATER	FOX RIVER / WELLS PHASED OUT OVER 10 YEARS	FOX RIVER / WELLS PHASED OUT OVER 10 YEARS
ALLOWS REMAINING USEFUL LIFE OF WELLS	YES	YES
SOFT WATER	MIXED	YES
MONTHLY BILL INCREASE OVER 2019 INFLATED RATE		
6,000 GALLONS / MONTH	\$5.40 MONTHLY	\$8.40 MONTHLY
8,000 GALLONS / MONTH	\$7.20 MONTHLY	\$11.20 MONTHLY
10,000 GALLONS / MONTH	\$9.00 MONTHLY	\$14.00 MONTHLY

PHASE OUT WELLS  
OVER 10 YEARS

2ND ELGIN  
CONNECTION BUILT  
IN 10 YEARS (2026)

<sup>1</sup> Note: This Alternative defers the "2nd Connection Built Up Front" costs for 10 years.

<sup>2</sup> Softening capital cost for Wells 4, 6, & 7 estimated at \$5.5 Million. No Softening Included for Bartlett's other Wells.

<sup>3</sup> Deferred cost of additional Elgin purchase volume plus Deferred capital improvements.

# NOTES

## -- SEC DISCLAIMER TO BE PROVIDED --

### 100% Elgin – [Near Term – Phasing out Wells]:

- 1 2019 Elgin Water Purchase assumed at average of 3.0 million gallons per day (MGD).
- 2 Range for Elgin 2019 Residential Rate (before surcharge) calculated at 3.4% - 4.6% annual increases from 2014 actual residential rate reflecting the "10 year" and "life of contract" average annual rate increases respectively.
- 3 Elgin Surcharge Multiplier assumed at 1.15 for an average purchase of 3.0 MGD as shown on the Elgin Surcharge Multiplier Chart.
- 4 Capital Cost (to 2019) of 100% Elgin – [Near Term – Phasing out Wells] Alternative is estimated at \$5.7 million in 2014 from facilities and costs discussed and presented at the 2014 Board Presentations and in the 2014 Potable Water Study report.
- 5 2014 Capital Cost inflated to 2018 at 3.5% per year
- 6 Debt service costs for capital costs estimated as 20 year loan repayment at 6% annual interest.
- 7 Bartlett 2019 Water Fund Operating Cost (not including water purchase cost) estimated at \$2.9 million.
- 8 Rate calculations assume that 85% of water purchased is billed.

### 100% Elgin – [2<sup>nd</sup> Connection Built Up Front]:

- 9 2019 Elgin Water Purchase assumed at average of 3.9 million gallons per day (MGD).
- 10 Range for Elgin 2019 Residential Rate (before surcharge) calculated at 3.4% - 4.6% annual increases from 2014 actual residential rate reflecting the "10 year" and "life of contract" average annual rate increases respectively.
- 11 Elgin Surcharge Multiplier assumed at 1.15 for an average purchase of 3.9 MGD as shown on the Elgin Surcharge Multiplier Chart.
- 12 Capital Cost (to 2019) for 100% Elgin – [2<sup>nd</sup> Connection Built Up Front] Alternative is estimated at \$18.5 million in 2014 from facilities and costs discussed and presented at the 2014 Board Presentations and in the 2014 Potable Water Study report.
- 13 2014 Capital Cost inflated to 2018 at 3.5% per year
- 14 Debt service costs for capital costs estimated as 20 year loan repayment at 6% annual interest.
- 15 Bartlett 2019 Water Fund Operating Cost (not including water purchase cost) estimated at \$2.9 million.
- 16 Rate calculations assume that 85% of water purchased is billed.

### 100% NSMJAWA:

- 17 2019 NSMJAWA Water Purchase assumed at average of 3.9 million gallons per day (MGD).
- 18 Per NSMJAWA 6/22/15 presentation to Bartlett, NSMJAWA proposes a water selling rate of \$5.60 per 1,000 gallons to Bartlett through Year 2016.
- 19 Per NSMJAWA 6/22/15 presentation to Bartlett, City of Chicago Ordinance currently limits Chicago rate increases to NSMJAWA to the lessor of the Consumer Price Index or 5%. It is assumed that NSMJAWA future rate increases to Year 2019 to Bartlett would be at the same % rate increase that City of Chicago imparts to NSMJAWA.
- 20 NSMJAWA selling rate to Bartlett projected to 2019 rates using (as indicated in Note 20):
  - 2% average annual increases representative of current CPI values, and
  - 5% per upper limit.

<sup>22</sup> Capital Cost of Alternative 4 is estimated at \$29.9 million in 2014:

- \$13.0 million for Bartlett's facilities and costs discussed and presented at the 2014 Board Presentations and in the 2014 Potable Water Study report, and
- \$16.9 million for JAWA's facilities from JAWA's estimates in the NSMJAWA 6/22/15 presentation to Bartlett.

<sup>23</sup> 2014 Capital Cost inflated to 2018 construction costs at 3.5% per year

<sup>24</sup> O&M Base Costs and predicted inflation to 2019 estimated at \$2.9 million (without water purchase cost) as presented in 2014

<sup>25</sup> Debt service costs for capital costs estimated as 20 year loan repayment at 6% annual interest.

<sup>26</sup> Rate calculations assume that 85% of water purchased is billed.

### New Alternative – 50/50 Elgin/NSMJAWA – (New Alternative Proposed By NSMJAWA):

<sup>27</sup> NSMJAWA proposed a new Alternative during the 6/22/15 presentation to Bartlett that would be a combined Elgin and NSMJAWA supply for Bartlett. The Table values assume 50% of Bartlett's supply would be from Elgin and 50% would be from NSMJAWA. The Elgin/NSMJAWA Alternative would require a new agreement with Elgin and an agreement with NSMJAWA

<sup>28</sup> 2019 Combined Elgin/NSMJAWA Water Purchase assumed at average of 3.9 million gallons per day (MGD).

<sup>29</sup> Per NSMJAWA 6/22/15 presentation to Bartlett, NSMJAWA's proposed water selling rate is \$5.60 per 1,000 gallons to Bartlett through Year 2016.

<sup>30</sup> Per NSMJAWA 6/22/15 presentation to Bartlett, City of Chicago Ordinance currently limits Chicago rate increases to JAWA to the lessor of the Consumer Price Index or 5%. It is assumed that NSMJAWA future rate increases to Year 2019 to Bartlett would be at the same % rate increase that City of Chicago imparts to NSMJAWA

<sup>31</sup> NSMJAWA selling rate to Bartlett projected to 2019 rates using (as indicated in Note 30):

- 2% average annual increases representative of current CPI values, and
- 5% per upper limit.

<sup>32</sup> Elgin selling rate to Bartlett projected to 2019 rates using

- 1.25 Surcharge Multiplier and 3.4% average annual increases (see Note 10 and Elgin Surcharge Multiplier Chart), and
- 1.25 Surcharge Multiplier and 4.6% average annual increases (see Note 10 and Elgin Surcharge Multiplier Chart)

<sup>33</sup> Capital Cost of the 50/50 Alternative is estimated at \$13.0 million in 2014:

- \$5.8 million for Bartlett's facilities from the facilities and costs from values used for facilities in the 2014 Board Presentations and in the 2014 Potable Water Study report, and
- \$7.2 million for NSMJAWA's facilities from NSMJAWA's estimates in the NSMJAWA 6/22/15 presentation to Bartlett.

<sup>34</sup> 2014 Capital Costs inflated to 2018 construction costs at 3.5% per year

<sup>35</sup> O&M Base Costs and predicted inflation to 2019 estimated at \$2.9 million (without water purchase cost) as presented in 2014

<sup>36</sup> Debt service costs for capital costs estimated as 20 year loan repayment at 6% annual interest.

<sup>37</sup> Rate calculations assume that 85% of water purchased is billed.

# SUMMARY OF ELGIN & NSMJAWA MEETINGS

November 28, 2011	Meeting with NSMJAWA to explore potential of getting Lake Michigan water through NSMJAWA	March 4 & 23, 2015	Received additional information from NSMJAWA
September 23, 2013	Meeting with Elgin Water Operators to discuss Elgin's supply capabilities		NSMJAWA's proposal to be discussed/approved at next Executive Committee scheduled for April 20, 2015 with proposed water pricing.
December 6, 2013	Meeting with Elgin Administration and Water Operators, to initiate discussions regarding a future water contract with the City. A reduced multiplier and fixed annual increases were discussed.	May 26, 2015	Elgin meeting Elgin concluded from their internal review that Bartlett's proposed agreement terms were too favorable for Bartlett.
February 6, 2014	Elgin provides water rate markup data		Elgin indicates that they will not change any terms from the current contract (no set annual rate increase or reduction in surcharge multiplier).
February 12, 2014	Elgin provides copy of most recent rate study	June 4, 2015	Bartlett sent letter to Elgin showing updated comparison of Elgin vs. NSMJAWA costs.
May 12, 2014	Elgin provides responses to water system information requested by Bartlett	June 22, 2015	NSMJAWA meeting NSMJAWA made presentation to Bartlett Staff <ul style="list-style-type: none"> <li>• 100% NSMJAWA option</li> <li>• 50 - 50 Elgin/NSMJAWA option.</li> </ul>
July 1, 2014	Initial Water Study Presentation to the Committee	July 2, 2015	NSMJAWA provided additional information based on questions Bartlett asked during 6/22/15 meeting.
July 11, 2014	Water Study report and Board Power Point presentations provided to Elgin and NSMJAWA	July 23, 2015	Letter sent to Elgin with revised costs comparison of Elgin vs. NSMJAWA Alternatives.
August 19, 2014	Public Information Meeting before Board Meeting	August - September, 2015	Elgin hired consultant to review CBBEL cost comparison estimates.
Sept. 16, 2014	Responses to Board's questions	October 8, 2015	Meeting with Elgin Negotiations focused on the surcharge multiplier.
November 4, 2014	Additional discussion/responses to Board's questions		Elgin agreed to reduce the surcharge multiplier from 1.25 to 1.15 with a corresponding increase of volume of purchased water
December 8, 2014	Board directed Staff to move forward with negotiating contract with Elgin for 100% Elgin Supply		Reduction of surcharge multiplier starts at 2.75 million gallons per day (average) water purchase
	Meeting with Elgin		If Elgin selected as Bartlett's water supplier, no limits on annual increases would be included in the agreement.
	Bartlett presented a draft contract with 2.5% annual increase rate and declining surcharge multiplier with higher volume of water purchase		Elgin subsequently agreed that they would accept selling water to Bartlett if the 50 - 50 Elgin/NSMJAWA Alternative is selected by Bartlett
December 10, 2014	Copies of the Water Study and Board Presentations sent to Elgin		
February 6, 2015	Meeting with Elgin Elgin indicated capacity concerns Elgin hired EEI to review capacity Negotiations deferred until Elgin internal review completed		
February 9, 2015	Elgin provides copy of most recent Water Master Plan		
February 10, 2015	Water Supply Report and Board Presentations provided to Jim Norris of NSMJAWA		
February 18, 2015	Meeting with NSMJAWA Discussed NSMJAWA's interest in proposing to be Bartlett's water supplier NSMJAWA indicated they could supply with no buy-in fee		

# 2026 PROJECTED RATE COMPARISON

	PROJECTED 2019 BARTLETT RATE (SEE NOTES)		PROJECTED 2026 BARTLETT RATE (SEE NOTES)
	CURRENT PROJECTED VALUES	VALUES PRESENTED TO BOARD IN 2014	PROJECTED VALUES
100% ELGIN [2 <sup>ND</sup> CONNECTION BUILT UP FRONT]	\$11.10 - \$11.60	\$10.50	\$13.40 - \$14.70
100% NSMJAWA	\$12.00 - \$12.90	\$14.80	\$13.50 - \$16.50
50-50 ELGIN- NSMJAWA	\$10.90 - \$11.60	N/A [NEW ALTERNATIVE]	\$13.20 - \$15.50
100% ELGIN [NEAR TERM - PHASE OUT WELLS OVER 10 YEARS] <sup>1</sup>	\$8.60 - \$8.90	\$8.40	\$13.60 - \$15.00
100% ELGIN [NEAR TERM - PHASE OUT WELLS OVER 10 YEARS] <sup>1</sup> [WITH SOFTENING]	\$9.10 - \$9.40	N/A [NEW ALTERNATIVE]	\$14.00 - \$15.40

<sup>1</sup> Note: This Alternative defers the "2<sup>nd</sup> Connection Built Up Front" costs for 10 years

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 1/19/2016**

**100-GENERAL FUND REVENUES**

**430300-VILLAGE FINES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JACQUELYN FIALA	PARKING TICKET REFUND	30.00
1 SHAWZAB HASSAN	PARKING TICKET REFUND	15.00
<b>INVOICES TOTAL:</b>		<b>45.00</b>

**480601-MISCELLANEOUS INCOME**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAYNE TOWNSHIP FOOD PANTRY	DENIM DAY DONATION	120.00
<b>INVOICES TOTAL:</b>		<b>120.00</b>

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DEARBORN NATIONAL	MONTHLY INSURANCE - JAN 2016	2,844.09
<b>INVOICES TOTAL:</b>		<b>2,844.09</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LOCALGOVNEWS.ORG	ANNUAL MEMBERSHIP DUES	300.00
1 PADDOCK PUBLICATIONS INC	CLASSIFIED ADS	650.90
<b>INVOICES TOTAL:</b>		<b>950.90</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CELL PHONE SCREEN REPLACEMENT	185.00
1 WAREHOUSE DIRECT	INK CARTRIDGES/PENS	62.98
<b>INVOICES TOTAL:</b>		<b>247.98</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	40.89
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	13.63
<b>INVOICES TOTAL:</b>		<b>54.52</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	NIU CONFERENCE REGISTRATION	99.00
<b>INVOICES TOTAL:</b>		<b>99.00</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
DETAIL BOARD REPORT  
INVOICES DUE ON/BEFORE 1/19/2016**

**543101-DUES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BARTLETT ROTARY CLUB	DUES	177.00
1 IL ASSOC OF CODE ENFORCEMENT	MEMBERSHIP RENEWAL	25.00
	<u>INVOICES TOTAL:</u>	<u>202.00</u>

**543900-COMMUNITY RELATIONS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 CARDMEMBER SERVICE	CHAMBER LUNCH/XMAS DECORATIONS	51.40
1 MARK YOUR SPACE INC	FALL POLE BANNERS	1,857.30
	<u>INVOICES TOTAL:</u>	<u>1,908.70</u>

**543910-HISTORY MUSEUM EXPENSES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 CARDMEMBER SERVICE	MUSEUM SUPPLIES	153.83
** 1 CHRISTINE WIDUGER	ENTERTAINMENT/MUSEUM EVENT	60.00
	<u>INVOICES TOTAL:</u>	<u>213.83</u>

**546900-CONTINGENCIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 CARDMEMBER SERVICE	MEETING REFRESHMENTS	74.26
1 COMCAST	VPN SERVICE	8.45
	<u>INVOICES TOTAL:</u>	<u>82.71</u>

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	150.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	675.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	840.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	270.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
	<u>INVOICES TOTAL:</u>	<u>5,785.00</u>

**1210-LIABILITY INSURANCE**

**544100-LIABILITY INSURANCE PREMIUMS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 INTERGOVERNMENTAL RISK	ANNUAL CONTRIBUTION	359,664.00
	<u>INVOICES TOTAL:</u>	<u>359,664.00</u>

**1400-FINANCE**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 1/19/2016**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 MAILFINANCE	LEASE PAYMENT	434.37
<b>INVOICES TOTAL:</b>		<b>434.37</b>

**523500-AUDIT SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAUTERBACH & AMEN LLP	AUDIT SERVICES	3,290.00
<b>INVOICES TOTAL:</b>		<b>3,290.00</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LOCALGOVNEWS.ORG	ANNUAL MEMBERSHIP DUES	120.00
<b>INVOICES TOTAL:</b>		<b>120.00</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	POST-IT NOTES/TAPE	30.44
<b>INVOICES TOTAL:</b>		<b>30.44</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	IGFOA CONFERENCE REGISTRATION	30.00
<b>INVOICES TOTAL:</b>		<b>30.00</b>

**1500-COMMUNITY DEVELOPMENT**

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 FIVE STAR BUSINESS EXPO	BUSINESS EXPO BOOTH REGISTRATION	195.00
** 1 TONY FRADIN	FORUM REGISTRATION FEES	190.00
<b>INVOICES TOTAL:</b>		<b>385.00</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	463.92
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	24.30
<b>INVOICES TOTAL:</b>		<b>488.22</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DOWNTOWN PROMOTION REPORTER	SUBSCRIPTION RENEWAL	183.50
1 LOCALGOVNEWS.ORG	ANNUAL MEMBERSHIP DUES	120.00
1 THE SIDWELL CO	COOK COUNTY LEASE ATLASES	382.00
<b>INVOICES TOTAL:</b>		<b>685.50</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 1/19/2016**

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 1-800-BOARDUP	BOARD-UP SERVICES	311.00
1 LYNN M EVANS	REPORTING SERVICES	251.80
<b>INVOICES TOTAL:</b>		<b>562.80</b>

**1600-BUILDING**

**511200-TEMPORARY SALARIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JEFFREY BERNSON	15 INSPECTIONS	450.00
<b>INVOICES TOTAL:</b>		<b>450.00</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LOCALGOVNEWS.ORG	ANNUAL MEMBERSHIP DUES	120.00
<b>INVOICES TOTAL:</b>		<b>120.00</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	40.00
<b>INVOICES TOTAL:</b>		<b>40.00</b>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERI-SHRED INC	PAPER SHREDDING SERVICES	60.00
1 CHICAGO OFFICE TECHNOLOGY GROUP	COPIER MAINTENANCE SERVICE	880.56
1 COUNTRYSIDE FUNERAL HOME	TRANSPORTATION SERVICES	400.00
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE AGREEMENT	1,500.00
1 VERIZON WIRELESS	WIRELESS SERVICES	684.35
<b>INVOICES TOTAL:</b>		<b>3,524.91</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	1,497.30
<b>INVOICES TOTAL:</b>		<b>1,497.30</b>

**525400-COMMUNICATIONS - DUCOMM**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DU-COMM	DUES	151,259.75
<b>INVOICES TOTAL:</b>		<b>151,259.75</b>

**526000-VEHICLE MAINTENANCE**

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

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1 AUTOZONE	VEHICLE MAINTENANCE SUPPLIES	2.98
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	47.89
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	142.85
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 MR CAR WASH	DECEMBER CAR WASHES	113.65
1 ULTRA STROBE COMMUNICATIONS INC	ANTENNA	89.95
<b>INVOICES TOTAL:</b>		<b>488.92</b>

**526050-VEHICLE SET UP**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EBY GRAPHICS INC	VEHICLE GRAPHICS & STRIPING	495.00
1 ULTRA STROBE COMMUNICATIONS INC	NEW EQUIPMENT INSTALLATION	2,406.65
1 ULTRA STROBE COMMUNICATIONS INC	RIFLE RACK	193.95
<b>INVOICES TOTAL:</b>		<b>3,095.60</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	19.46
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	211.76
1 STATE GRAPHICS	FRISK RECEIPTS	63.94
1 WAREHOUSE DIRECT	TONER/ORGANIZER	498.18
<b>INVOICES TOTAL:</b>		<b>793.34</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LOCALGOVNEWS.ORG	ANNUAL MEMBERSHIP DUES	120.00
<b>INVOICES TOTAL:</b>		<b>120.00</b>

**530125-SHOOTING RANGE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TASER INTERNATIONAL INC	TASER SUPPLIES	432.46
<b>INVOICES TOTAL:</b>		<b>432.46</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	GAS FOR INCIDENT COMMAND VEHICLE	33.95
** 1 KENT WILLIAMS - PETTY CASH	PETTY CASH REIMBURSEMENT	39.45
<b>INVOICES TOTAL:</b>		<b>73.40</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STATE GRAPHICS	BUSINESS CARDS	189.00
1 WAREHOUSE DIRECT	TONER/ORGANIZER	42.96
1 WAREHOUSE DIRECT	BATTERIES	25.34

\*\* Indicates pre-issue check.

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1 WAREHOUSE DIRECT	CORRECTION TAPE/PENS	153.05
1 WAREHOUSE DIRECT	ENVELOPES/CLEANING SUPPLIES	172.92
	<u>INVOICES TOTAL:</u>	<u>583.27</u>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 KENT WILLIAMS - PETTY CASH	PETTY CASH REIMBURSEMENT	5.85
	<u>INVOICES TOTAL:</u>	<u>5.85</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN KEY & LOCK CO INC	DUPLICATE KEYS	29.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	31.92
1 UNITED RENTALS	PORTABLE LIGHT TOWER REPAIRS	262.57
	<u>INVOICES TOTAL:</u>	<u>323.49</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 KENT WILLIAMS - PETTY CASH	PETTY CASH REIMBURSEMENT	188.60
	<u>INVOICES TOTAL:</u>	<u>188.60</u>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE CO CHIEFS OF POLICE ASSOC	MEMBERSHIP DUES/K WILLIAMS	50.00
1 DUPAGE CO CHIEFS OF POLICE ASSOC	MEMBERSHIP DUES/J LEONAS	50.00
1 DUPAGE CO CHIEFS OF POLICE ASSOC	MEMBERSHIP DUES/P ULLRICH	50.00
1 DUPAGE CO CHIEFS OF POLICE ASSOC	MEMBERSHIP DUES/M MCGUIGAN	50.00
1 DUPAGE CO CHIEFS OF POLICE ASSOC	MEMBERSHIP DUES/C SNIDER	50.00
1 DUPAGE CO CHIEFS OF POLICE ASSOC	MEMBERSHIP DUES/S WINTERSTEIN	50.00
1 NATIONAL ASSOC OF TOWN WATCH	MEMBERSHIP DUES	35.00
	<u>INVOICES TOTAL:</u>	<u>335.00</u>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	71.88
	<u>INVOICES TOTAL:</u>	<u>71.88</u>

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONRAD POLYGRAPH INC	POLYGRAPH SERVICES	160.00
1 METRO-WESTERN COOK	BACKGROUND CHECK FEES	72.00
	<u>INVOICES TOTAL:</u>	<u>232.00</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 KENT WILLIAMS - PETTY CASH	PETTY CASH REIMBURSEMENT	96.00

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 96.00

**1800-STREET MAINTENANCE**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	110.86
1 UNIFIRST CORP	UNIFORM RENTAL	95.91
<u>INVOICES TOTAL:</u>		<u>206.77</u>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	2.11
1 CONTINENTAL WEATHER SERVICE	MONTHLY WEATHER FORECASTING	150.00
1 VERIZON WIRELESS	WIRELESS SERVICES	181.02
<u>INVOICES TOTAL:</u>		<u>333.13</u>

**524230-SNOW PLOWING CONTRACTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AJD CONCRETE CONSTRUCTION CORP	SNOW PLOWING SERVICES	1,845.00
1 C E SMITH LAWN MAINTENANCE INC	SNOW PLOWING SERVICES	3,240.00
1 VIRGILIO CARDENAS	SNOW PLOWING SERVICES	1,890.00
1 CORNERSTONE LAND & LAWN INC	SNOW PLOWING SERVICES	900.00
1 JAMES SAVINO	SNOW PLOWING SERVICES	1,890.00
1 KONCRETE CONSTRUCTION INC	SNOW PLOWING SERVICES	4,410.00
1 S & B PLOWING & SNOW	SNOW PLOWING SERVICES	2,340.00
<u>INVOICES TOTAL:</u>		<u>16,515.00</u>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN SPRING CO INC	VEHICLE MAINTENANCE	1,683.20
1 INTERSTATE BILLING SERVICE INC	VEHICLE MAINTENANCE SUPPLIES	28.66
1 INTERSTATE BILLING SERVICE INC	VEHICLE MAINTENANCE SUPPLIES	17.88
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	60.00
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENT	127.42
1 WEST SIDE TRACTOR SALES CO	VEHICLE MAINTENANCE	6,405.79
<u>INVOICES TOTAL:</u>		<u>8,322.95</u>

**527130-SIDEWALK & CURB REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARRY BRINN	PUBLIC SIDEWALK REPLACEMENT	380.25
<u>INVOICES TOTAL:</u>		<u>380.25</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FASTENAL CO	MATERIALS & SUPPLIES	18.16

\*\* Indicates pre-issue check.

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1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	1,246.72
1 WEST SIDE ELECTRIC SUPPLY INC	LIGHTING SUPPLIES	84.99
		<u>INVOICES TOTAL:</u>
		<u>1,349.87</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	COMPUTER SUPPLIES	152.32
		<u>INVOICES TOTAL:</u>
		<u>152.32</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	9.58
		<u>INVOICES TOTAL:</u>
		<u>9.58</u>

**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSERV FS INC	PLASTIC SNOW FENCE	1,187.50
		<u>INVOICES TOTAL:</u>
		<u>1,187.50</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	STONE PURCHASE	327.69
1 EARTH INC	GRAVEL PURCHASE	112.05
1 WEBMARC DOORS INC	COMMERCIAL DOOR REPAIRS	377.01
		<u>INVOICES TOTAL:</u>
		<u>816.75</u>

**534800-STREET LIGHTS MAINT MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	142.29
		<u>INVOICES TOTAL:</u>
		<u>142.29</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	P.W. LUNCHEON	61.07
		<u>INVOICES TOTAL:</u>
		<u>61.07</u>

**2200-MFT EXPENDITURES**

**583005-MFT MAINTENANCE PROGRAM**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RUBINO ENGINEERING INC	FOUNDATION TESTING	521.00
		<u>INVOICES TOTAL:</u>
		<u>521.00</u>

**430000-DEVELOPER DEPOSITS FUND**

\*\* Indicates pre-issue check.

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MOHAMMED AHMED	VBR BOND REFUND	250.00
1 KATARZYNA MAJERCZAK	VBR BOND REFUND	500.00
1 VITO MULLI	VBR BOND REFUND	500.00
1 MITESH SHAH	VBR BOND REFUND	500.00
1 LUIS O VILLANUEVA	VBR BOND REFUND	500.00
<b>INVOICES TOTAL:</b>		<b><u>2,250.00</u></b>

**5000-WATER OPERATING EXPENSES**

**520025-ELGIN WATER AGREEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CITY OF ELGIN	ELGIN WATER BILL	297,241.57
<b>INVOICES TOTAL:</b>		<b><u>297,241.57</u></b>

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	36.52
1 UNIFIRST CORP	UNIFORM RENTAL	41.47
<b>INVOICES TOTAL:</b>		<b><u>77.99</u></b>

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AQUA BACKFLOW INC	BACKFLOW TRACKING PROGRAM	895.50
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-4	10,539.75
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-7	2,293.33
<b>INVOICES TOTAL:</b>		<b><u>13,728.58</u></b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	181.03
<b>INVOICES TOTAL:</b>		<b><u>181.03</u></b>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	JANUARY 2016 BILLING	423.71
<b>INVOICES TOTAL:</b>		<b><u>423.71</u></b>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALL SERVICE CONTRACTING CORP	CORE SAMPLING/RADIUM TESTING	2,347.00
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	238.00
<b>INVOICES TOTAL:</b>		<b><u>2,585.00</u></b>

\*\* Indicates pre-issue check.

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**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	489.63
1 CONSTELLATION ENERGY	ELECTRIC BILL	1,207.58
1 CONSTELLATION ENERGY	ELECTRIC BILL	688.19
1 CONSTELLATION ENERGY	ELECTRIC BILL	2,581.10
1 CONSTELLATION ENERGY	ELECTRIC BILL	9,327.78
<b>INVOICES TOTAL:</b>		<b>14,294.28</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOSEPH D FOREMAN & CO INC	MATERIALS & SUPPLIES	49.00
<b>INVOICES TOTAL:</b>		<b>49.00</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT SPORTS	JACKET	62.00
<b>INVOICES TOTAL:</b>		<b>62.00</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	JANUARY BILLS POSTAGE	1,703.38
<b>INVOICES TOTAL:</b>		<b>1,703.38</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	STONE PURCHASE	327.69
1 EARTH INC	GRAVEL PURCHASE	112.05
<b>INVOICES TOTAL:</b>		<b>439.74</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	P.W. LUNCHEON	61.07
<b>INVOICES TOTAL:</b>		<b>61.07</b>

**500000-WATER FUND**

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDRES MONTEMAYOR	REFUND/WATER BILL OVERPAYMENT	60.65
<b>INVOICES TOTAL:</b>		<b>60.65</b>

**5100-SEWER OPERATING EXPENSES**

**522300-UNIFORM RENTALS**

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

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1 UNIFIRST CORP	UNIFORM RENTAL	66.22
1 UNIFIRST CORP	UNIFORM RENTAL	112.35
<b>INVOICES TOTAL:</b>		<b>178.57</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	181.03
<b>INVOICES TOTAL:</b>		<b>181.03</b>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	JANUARY 2016 BILLING	423.70
<b>INVOICES TOTAL:</b>		<b>423.70</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	66.42
1 CONSTELLATION ENERGY	ELECTRIC BILL	95.69
1 CONSTELLATION ENERGY	ELECTRIC BILL	75.29
1 CONSTELLATION ENERGY	ELECTRIC BILL	198.20
1 CONSTELLATION ENERGY	ELECTRIC BILL	108.11
1 CONSTELLATION ENERGY	ELECTRIC BILL	199.64
1 CONSTELLATION ENERGY	ELECTRIC BILL	184.13
1 CONSTELLATION ENERGY	ELECTRIC BILL	202.15
1 CONSTELLATION ENERGY	ELECTRIC BILL	161.01
1 CONSTELLATION ENERGY	ELECTRIC BILL	363.22
1 CONSTELLATION ENERGY	ELECTRIC BILL	235.91
1 CONSTELLATION ENERGY	ELECTRIC BILL	361.23
1 CONSTELLATION ENERGY	ELECTRIC BILL	334.14
1 CONSTELLATION ENERGY	ELECTRIC BILL	879.36
1 CONSTELLATION ENERGY	ELECTRIC BILL	33,218.03
1 CONSTELLATION ENERGY	ELECTRIC BILL	111.62
1 NICOR GAS	GAS BILL	74.19
1 NICOR GAS	GAS BILL	81.05
1 NICOR GAS	GAS BILL	24.61
1 NICOR GAS	GAS BILL	80.81
<b>INVOICES TOTAL:</b>		<b>37,054.81</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	361.33
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	1,615.37
<b>INVOICES TOTAL:</b>		<b>1,976.70</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	239.37
<b>INVOICES TOTAL:</b>		<b>239.37</b>

\*\* Indicates pre-issue check.

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**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	JANUARY BILLS POSTAGE	1,703.38
	<b>INVOICES TOTAL:</b>	<b>1,703.38</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FASTENAL CO	EQUIPMENT MAINTENANCE SUPPLIES	32.12
1 FASTENAL CO	EQUIPMENT MAINTENANCE SUPPLIES	28.83
1 HD SUPPLY WATERWORKS LTD	EQUIPMENT MAINTENANCE SUPPLIES	447.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	12.67
1 WEST SIDE ELECTRIC SUPPLY INC	LIGHTING SUPPLIES	81.60
1 WEST SIDE ELECTRIC SUPPLY INC	THERMOSTAT	69.33
	<b>INVOICES TOTAL:</b>	<b>671.55</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	STONE PURCHASE	327.70
1 EARTH INC	GRAVEL PURCHASE	112.06
	<b>INVOICES TOTAL:</b>	<b>439.76</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	P.W. LUNCHEON	61.06
	<b>INVOICES TOTAL:</b>	<b>61.06</b>

**510000-SEWER FUND**

**200504-FRWRD PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE COUNTY SEWER TREATMENT	80.54
	<b>INVOICES TOTAL:</b>	<b>80.54</b>

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	MATS	12.00
	<b>INVOICES TOTAL:</b>	<b>12.00</b>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	DSL LINE FOR METRA PAY BOXES	24.95
	<b>INVOICES TOTAL:</b>	<b>24.95</b>

\*\* Indicates pre-issue check.

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**570200-BLDG & GROUNDS IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRUGREEN-CHEMLAWN SCHAUMBURG	ICE MELT	2,040.00
<b>INVOICES TOTAL:</b>		<b>2,040.00</b>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	550.00
<b>INVOICES TOTAL:</b>		<b>550.00</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	ADVERTISING	80.00
<b>INVOICES TOTAL:</b>		<b>80.00</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	46.26
1 JIM CURNOW	DAMAGED CEILING REPAIRS	325.00
1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - DEC 2015	720.00
1 TEMPERATURE ENGINEERING INC	HEATING UNIT REPAIRS	768.75
<b>INVOICES TOTAL:</b>		<b>1,860.01</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	73.50
1 NICOR GAS	GAS BILL	571.69
<b>INVOICES TOTAL:</b>		<b>645.19</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	PAPER TOWELS/BATH TISSUE	154.28
<b>INVOICES TOTAL:</b>		<b>154.28</b>

**534200-GOLF CART MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	254.37
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	373.63
1 NADLER GOLF CAR SALES INC	MISC. CHARGES	37.96
<b>INVOICES TOTAL:</b>		<b>665.96</b>

**534331-PURCHASES - GOLF SHOES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF SHOES	51.70

\*\* Indicates pre-issue check.

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INVOICES TOTAL: **51.70**

**534332-PURCHASES - GOLF BALLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF BALLS	63.20
1 ACUSHNET COMPANY	GOLF BALLS	31.60
1 ACUSHNET COMPANY	GOLF BALLS	97.50
<u>INVOICES TOTAL:</u>		<b>192.30</b>

**534333-PURCHASES - GOLF CLUBS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIZUNO USA INC - NDC	GOLF CLUBS	544.01
<u>INVOICES TOTAL:</u>		<b>544.01</b>

**534335-PURCHASES - MISC GOLF MDSE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE CIT GROUP	MISC. GOLF MERCHANDISE	108.67
<u>INVOICES TOTAL:</u>		<b>108.67</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	75.42
<u>INVOICES TOTAL:</u>		<b>75.42</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	PGA CONFERENCE REGISTRATION	125.00
<u>INVOICES TOTAL:</u>		<b>125.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	EBAY FEES/BARTLETT HILLS EQUIPMENT	17.50
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	238.88
<u>INVOICES TOTAL:</u>		<b>256.38</b>

**5510-GOLF MAINTENANCE EXPENSES**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORP	UNIFORM RENTAL	30.70
1 CINTAS CORP	UNIFORM RENTAL	30.70
<u>INVOICES TOTAL:</u>		<b>61.40</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	52.45

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 1/19/2016**

INVOICES TOTAL: 52.45

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAWSON PRODUCTS INC	EQUIPMENT MAINTENANCE SUPPLIES	43.03
1 O'REILLY AUTOMOTIVE INC	EQUIPMENT MAINTENANCE SUPPLIES	316.81
		<u>INVOICES TOTAL: 359.84</u>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	411.37
		<u>INVOICES TOTAL: 411.37</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIVERSITY OF ILLINOIS	TRAINING REGISTRATION FEES	206.50
		<u>INVOICES TOTAL: 206.50</u>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	40.00
1 DARLING INGREDIENTS INC	SERVICE AGREEMENT	68.00
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	75.00
		<u>INVOICES TOTAL: 183.00</u>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	40.00
		<u>INVOICES TOTAL: 40.00</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	138.29
1 NICOR GAS	GAS BILL	60.00
1 NICOR GAS	GAS BILL	250.00
		<u>INVOICES TOTAL: 448.29</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	29.10
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	29.98
		<u>INVOICES TOTAL: 59.08</u>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TEMPERATURE ENGINEERING INC	REFRIGERATOR REPAIRS	186.62
	<b>INVOICES TOTAL:</b>	<b>186.62</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	12.78
	<b>INVOICES TOTAL:</b>	<b>12.78</b>

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE RENTAL/SHARPENING	17.00
1 A MAESTRANZI SONS	KNIFE RENTAL/SHARPENING	17.00
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	53.00
1 DARLING INGREDIENTS INC	SERVICE AGREEMENT	68.00
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	75.00
	<b>INVOICES TOTAL:</b>	<b>230.00</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE KNOT INC	ADVERTISING	1,275.00
1 THE KNOT INC	ADVERTISING	1,559.25
	<b>INVOICES TOTAL:</b>	<b>2,834.25</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	60.00
1 NICOR GAS	GAS BILL	250.00
	<b>INVOICES TOTAL:</b>	<b>310.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	PAPER TOWELS/BATH TISSUE	81.78
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	29.10
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	29.99
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE/SUPPLIES	101.96
	<b>INVOICES TOTAL:</b>	<b>242.83</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TEMPERATURE ENGINEERING INC	REFRIGERATOR REPAIRS	186.63
	<b>INVOICES TOTAL:</b>	<b>186.63</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 1/19/2016**

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE	54.80
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	49.43
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	3.29
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE/SUPPLIES	410.54
1 SCHAMBERGER BROS INC	BEER PURCHASE	195.19
<b>INVOICES TOTAL:</b>		<b>713.25</b>

**6000-CENTRAL SERVICES EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VALLEY FIRE PROTECTION	FIRE SPRINKLER INSPECTION FEES	587.00
<b>INVOICES TOTAL:</b>		<b>587.00</b>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	82.90
<b>INVOICES TOTAL:</b>		<b>82.90</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - DEC 2015	2,705.00
1 UNIFIRST CORP	MATS	41.80
<b>INVOICES TOTAL:</b>		<b>2,746.80</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AT&T	TELEPHONE BILL	78.72
1 VERIZON WIRELESS	WIRELESS SERVICES	114.03
<b>INVOICES TOTAL:</b>		<b>192.75</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	112.85
<b>INVOICES TOTAL:</b>		<b>112.85</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	COMPUTER SUPPLIES	82.13
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	175.91
1 WAREHOUSE DIRECT	PAPER/KLEENEX/PAPER TOWELS	937.26
<b>INVOICES TOTAL:</b>		<b>1,195.30</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 1/19/2016**

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	236.15
<b>INVOICES TOTAL:</b>		<b>236.15</b>

**6100-VEHICLE REPLACEMENT EXPENSES**

**570180-STREETS VEH REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BOB RIDINGS INC	DUMP TRUCK FOR STREET DEPT	66,819.00
1 BOB RIDINGS INC	2016 FORD PICK UP	33,842.00
<b>INVOICES TOTAL:</b>		<b>100,661.00</b>

**7000-POLICE PENSION EXPENDITURES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COLLINS & RADJA P.C.	QTRLY RETAINER/JAN-MAR 2016	725.00
<b>INVOICES TOTAL:</b>		<b>725.00</b>

**900000-POOLED CASH & INVESTMENT FUND**

**100002-CASH - MONEY MARKET**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FISERV/BASTOGNE INC	RETURNING ONLINE NSF FUNDS	94.21
<b>INVOICES TOTAL:</b>		<b>94.21</b>

**GRAND TOTAL: 1,068,700.90**

GENERAL FUND	571,453.31
MOTOR FUEL TAX FUND	521.00
DEVELOPER DEPOSITS FUND	2,250.00
WATER FUND	330,908.00
SEWER FUND	43,010.47
PARKING FUND	2,076.95
GOLF FUND	11,847.21
CENTRAL SERVICES FUND	5,153.75
VEHICLE REPLACEMENT FUND	100,661.00
POLICE PENSION FUND	725.00
POOLED CASH & INVESTMENT FUND	94.21
<b>GRAND TOTAL</b>	<b>1,068,700.90</b>

\*\* Indicates pre-issue check.

**CASH & INVESTMENT REPORT**

November 30, 2015

Fund	10/31/2015	Receipts	Disbursements	Detail of Ending Balance			
				Cash	Investments Assets/Liab. Net		
General	13,987,926	932,422	1,702,249	4,387,771	8,634,368	195,960	13,218,098
MFT	3,268,260	187	76,587	1,290,334	1,919,331	(17,804)	3,191,860
Debt Service	1,790,131	54,654	1,504,694	100,822	199,260	40,010	340,092
Capital Projects	(2,612,901)	56	276	(1,201,164)	(1,749,512)	337,556	(2,613,121)
Municipal Building	1,116,696	52	5,051	292,113	577,320	242,263	1,111,696
Developer Deposits	4,663,262	65	51,039	96,371	3,691,776	824,141	4,612,289
Town Center TIF	457,367	16	0	93,026	183,853	180,504	457,384
59 & Lake TIF	0	0	0	0	0	0	0
BC Municipal TIF	518,961	1,538	38,166	170,134	336,245	(24,551)	482,333
Bluff City Tif Municipal	5,066	0	0	1,701	3,362	2	5,066
Water	23,147,243	568,295	777,014	1,077,573	2,129,471	19,731,479	22,938,523
Sewer	23,014,775	273,405	227,233	613,676	1,212,645	21,234,626	23,060,947
Parking	105,214	14,949	37,538	3,865	7,638	71,123	82,625
Golf	1,901,566	94,815	161,740	0	0	1,834,642	1,834,642
Central Services	790,386	85,105	81,435	236,471	467,351	90,234	794,056
Vehicle Replacement	3,365,433	49,577	203,461	488,554	965,558	1,757,436	3,211,548
<b>TOTALS</b>	<b>75,519,385</b>	<b>2,075,137</b>	<b>4,866,483</b>	<b>7,651,247</b>	<b>18,578,666</b>	<b>46,497,620</b>	<b>72,728,038</b>

BC Project TIF	6,213,254	10,621	0	6,223,876	0	0	6,223,875
Bluff City Project TIF	18,334	1	0	18,335	0	0	18,335
Bluff City SSA Debt Srv.	1,291,610	0	32,152	1,259,458	0	0	1,259,458
Police Pension	34,528,375	60,407	105,611	2,339,093	32,025,998	118,079	34,483,171

*Jeff Martynowicz*  
**Jeff Martynowicz**  
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT  
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND  
 FISCAL YEAR 2015/16 as of November 30, 2015

Fund	Revenues			Expenditures				
	Actual	Current Year Budget	Percent	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	13,601,689	22,037,480	61.72%	63.22%	12,900,891	22,428,287	57.52%	59.00%
MFT	284,357	1,029,000	27.63%	95.77%	737,548	1,065,000	69.25%	0.00%
Debt Service	1,386,594	1,754,978	79.01%	80.85%	1,964,788	1,966,388	99.92%	99.53%
Capital Projects	37,856	1,664,875	2.27%	1.79%	3,047,868	2,127,844	143.24%	168.12%
Municipal Building	641	2,900	22.11%	95.84%	69,109	844,360	8.18%	0.37%
Developer Deposits	4,581	57,375	7.98%	132.12%	319,168	992,783	32.15%	3.93%
Town Center TIF	195	0	100.00%	0.00%	0	0	0.00%	0.00%
Bluff City SSA	457,708	990,805	46.20%	45.71%	95,757	1,220,000	7.85%	4.45%
59 & Lake TIF	0	59,000	0.00%	0.00%	0	59,000	0.00%	0.00%
Bluff City Municipal TIF	1,172	900	0.00%	90.84%	0	0	0.00%	0.00%
Bluff City Project TIF	18,320	1,975,000	0.06%	0.65%	0	1,975,000	0.00%	0.00%
Brewster Creek Municipal TIF	491,284	575,500	85.37%	96.95%	362,019	657,057	55.10%	42.11%
Brewster Creek Project TIF	7,701,630	4,155,600	185.33%	96.24%	4,768,609	4,143,618	115.08%	15.34%
Water	3,995,267	13,081,000	30.54%	32.26%	3,830,705	12,993,001	29.48%	30.34%
Sewer	1,957,864	8,170,900	23.96%	26.49%	2,215,674	8,406,140	26.36%	25.23%
Parking	129,931	225,100	57.72%	60.12%	140,493	219,671	63.96%	68.57%
Golf	1,750,147	2,366,150	73.97%	68.79%	1,500,035	2,351,519	63.79%	66.72%
Central Services	595,945	1,021,763	58.33%	58.33%	611,566	1,132,075	54.02%	56.29%
Vehicle Replacement	367,169	670,270	54.78%	55.74%	290,338	747,500	38.84%	46.99%
Police Pension	1,316,866	2,151,070	61.22%	137.41%	825,893	2,121,070	38.94%	32.15%
Subtotal	34,099,217	61,989,666	55.01%	54.11%	33,680,460	65,450,313	51.46%	44.66%
Less Interfund Transfers	(2,163,863)	(3,489,053)	62.02%	60.30%	(2,163,863)	(3,489,053)	62.02%	60.30%
Total	31,935,354	58,500,613	54.59%	60.93%	31,516,597	61,961,260	50.87%	50.57%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 MAJOR REVENUE BUDGET COMPARISONS  
 FISCAL YEAR 2015/16 as of November 30 2015

Fund	Actual	Current Year		Percent	Prior YTD %
		Budget	Budget		
Property Taxes	7,405,337	9,354,364		79.16%	81.84%
Sales Taxes (General Fund)	1,279,470	2,115,000		60.50%	57.61%
Income Taxes	2,633,642	4,125,000		63.85%	56.06%
Telecommunications Tax	611,448	1,175,000		52.04%	58.49%
Real Estate Transfer Tax	356,487	510,000		69.90%	76.16%
Building Permits	309,870	675,500		45.87%	45.01%
MFT	281,980	1,025,000		27.51%	95.57%
Water Charges	3,912,497	7,175,000		54.53%	55.67%
Sewer Charges	1,897,914	3,250,500		58.39%	58.62%
Interest Income	20,960	63,350		33.09%	110.31%
Gas Utility Tax	267,351	1,085,000		24.64%	25.72%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 GOLF FUND DETAIL (Excluding Capital Projects)  
 FISCAL YEAR 2015/16 as of November 30, 2015

Fund	Current Year		Percent
	Actual	Budget	
<b>Golf Program</b>			
Revenues	1,015,685	1,386,150	73.27%
Expenses	819,663	1,303,245	62.89%
Net Income	196,022	82,905	236.44%
<b>F&amp;B - Restaurant</b>			
Revenues	101,700	135,000	75.33%
Expenses	194,349	337,713	57.55%
Net Income	(92,651)	(202,713)	45.71%
<b>F&amp;B - Banquet</b>			
Revenues	519,584	735,000	70.69%
Expenses	431,162	649,711	66.36%
Net Income	88,423	85,289	103.67%
<b>F&amp;B - Midway</b>			
Revenues	113,177	110,000	102.89%
Expenses	54,861	60,850	90.16%
Net Income	58,316	49,150	118.65%
<b>Golf Fund Total</b>			
Revenues	1,750,147	2,366,150	73.97%
Expenses	1,500,035	2,351,519	63.79%
Net Income	250,112	14,631	1709.47%

## Sales Taxes

<b>Month</b>	<b>FY 10/11</b>	<b>FY 11/12</b>	<b>FY 12/13</b>	<b>FY 13/14</b>	<b>FY 14/15</b>	<b>FY 15/16</b>
May	146,546	126,506	175,701	173,657	178,983	170,734
June	137,130	164,604	195,692	193,303	201,968	200,031
July	176,678	165,519	190,898	186,097	188,547	194,738
August	180,229	177,919	180,797	184,425	190,872	206,213
September	177,173	187,893	182,163	189,650	183,399	198,880
October	168,710	177,758	165,188	170,530	188,055	
November	162,303	161,152	181,865	174,037	179,846	
December	171,232	164,341	165,852	153,005	163,529	
January	166,523	167,926	168,154	210,506	187,865	
February	171,856	157,086	147,189	151,678	141,054	
March	168,981	177,777	147,039	128,886	141,609	
April	132,397	152,124	162,595	153,553	170,308	
<b>Total</b>	<b>1,959,758</b>	<b>1,980,605</b>	<b>2,063,133</b>	<b>2,069,327</b>	<b>2,116,036</b>	<b>970,597</b>
<b>% increase</b>	<b>-7.33%</b>	<b>0.86%</b>	<b>4.17%</b>	<b>0.30%</b>	<b>2.26%</b>	<b>8.44%</b>
Budget	1,950,000	1,950,000	1,975,000	2,010,000	2,075,000	2,115,000

<b>Warrant/EFT#: EF 0009990</b>				
Fiscal Year:	2016	Issue Date:	11/09/15	
Warrant Total:	\$198,880.40	Warrant Status:		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		AG868900	6AG868900	\$198,880.40

<b>IOC Accounting Line Details</b>						
Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$198,880.40	DISTRIBUTE MUNI/CNTY SALES TAX

<b>Payment Voucher Description</b>	
Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 11/03/2015
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: AUG. 2015 COLL MO: SEP. 2015 VCHR MO: NOV. 2015
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

RECEIVED  
COMMUNITY DEVELOPMENT

JAN 12 2016

VILLAGE OF  
BARTLETT

Jack Allen

823 Anchor Court

Bartlett, IL 60103

January 5, 2016

James Plonczynski

228 S. Main St.

Bartlett, IL 60103

Re: Plan Commission Appointment

Last month I was approached by Kevin Wallace regarding the need for a new member on the Plan Commission. My first impression was I lacked the background to be of much value in this capacity. After further discussion with Kevin and yourself I was more convinced that maybe I could help.

I first moved into the area in 1978 when Bartlett had approximately 6500 residents. I have lived 32 of the last 37 years as a proud resident. While Bartlett has grown immensely over the years, it has retained its small town charm.

I grew up in Bartlett, left for college and returned home. As a father I knew this was the best place to raise my boys. I have 19 immediate family members living in Bartlett, attending community activities and services. I am indebted to this community.

I would welcome the opportunity and privilege to serve Bartlett on the Plan Commission.

If you have any further questions I can be reached at 630 370-4393.

Sincerely,



Jack Allen

RECEIVED  
COMMUNITY DEVELOPMENT

JAN 12 2016

VILLAGE OF  
BARTLETT

823 Anchor Ct.  
Bartlett, IL 60103  
Office 630-855-8703  
Fax 630-672-7170  
Cell 630-370-4393  
[AllenAppraisals@comcast.net](mailto:AllenAppraisals@comcast.net)

## Jack Allen

---

Employment **Allen Appraisals, Inc.** 10/01-present  
Background Owner/Appraiser-Responsible for conducting residential real estate appraisals throughout Chicagoland area. Duties include interfacing with appraisal management companies, homeowners and potential buyers. Often providing advice regarding marketing and remodeling for homeowners.

**Premier Realty Partners** 5/01-present  
Residential real estate sales person helping homeowners market properties to prospective buyers. Also involved in finding homes for clients and assisting with purchasing processes from contract negotiations to loan procurement, arranging home inspections and appraisals.

**Allen and Sons Painting Inc.** 5/95-5/2001  
President-Hired, trained and supervised activities of 8-20 painters. Grew company from start-up to \$750k plus in sales. Estimated, sold and supervised commercial and residential painting projects.

Education	2003(September)	Attained license of Certified Residential Appraiser.
	2001 (Aug.-Oct.)	Attended courses AppI, AppII and AppIII. In November passed appraiser exam and received License.
	1985-1987	Northern Illinois University DeKalb, IL Bachelor of Science, Economics
	1981	Graduated from Elgin High School



# Agenda Item Executive Summary

Item Name Bartlett Pointe West Establishment of a Special Service Area Committee or Board Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

The establishment of a Special Service Area for the Bartlett Pointe West Subdivision is necessary to provide a backup source of funding for the storm water detention system in the development.

## ATTACHMENTS (PLEASE LIST)

SSA Data Sheet and SSA Ordinance Establishing Special Service Area Number One for the Bartlett Pointe West Subdivision

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion: Move to approve Ordinance 2016-\_\_\_\_ An Ordinance establishing Special Service Area Number One for the Bartlett Pointe West Subdivision of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, and authorizing the levy of an annual maintenance tax and the issuance of bonds to an amount not to exceed \$1,098,656 for the purpose of paying the cost of providing special services in and for such Area.

Staff: Jim Plonczynski, Com Dev Director Date: 1/6/2016

**COMMUNITY DEVELOPMENT MEMORANDUM**

**16-005**

DATE: January 7, 2016

TO: Valerie L. Salmons, Village Administrator

FROM: Jim Plonczynski, CD Director

RE: **Establishment of a Special Service Area for the Bartlett Pointe West Subdivision**

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Attached for your review is an Ordinance **establishing** the Special Service Area for Reliable Materials Inc.'s twenty-nine (29) Lot **Bartlett Pointe West** Subdivision and a Special Service Area Data sheet. This Ordinance is in keeping with the Village policy and Subdivision Ordinance to ensure payment for the maintenance and care of storm water related public improvements in the event that the homeowner's association does not perform the required maintenance and upkeep of the system. Administrative costs incurred by the Village in connection with the future maintenance of the storm water related improvements in the **Bartlett Pointe West** Subdivision are also covered by this Ordinance.

**SPECIAL SERVICE AREA DATA SHEET**

**Name:** Bartlett Pointe West Subdivision

**Developer:** Reliable Materials Inc.

**Number of Units:** 29 single family homes

**Bond Amount:** \$1,098,656.00

**PIN #'s** 06-36-400-035-0000, 06-36-400-038-0000, 06-36-400-040-0000 &  
06-36-400-042-0000

**Property Owner:** Reliable Materials, Inc.

**Important Dates:**

Board Approval of Authorization	10/20/15
Ordinance Proposing SSA	2015-084
Date Passed	10/20/15
Public Hearing	11/17/15
60 Day Expiration	01/17/16
Ordinance Establishing SSA	2016-_____
Date Passed	

**# of Acres** 8.97 acres

MAIL TO:  
Village of Bartlett  
Lorna Giles, Village Clerk  
228 South Main Street  
Bartlett, IL, 60103

**ORDINANCE NO. 2016 - \_\_\_\_\_**

**AN ORDINANCE** establishing Special Service Area Number One for the Bartlett Pointe West Subdivision of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, and authorizing the levy of an annual maintenance tax and the issuance of bonds to an amount not to exceed \$1,098,656 for the purpose of paying the cost of providing special services in and for such Area.

\* \* \* \* \*

**PREAMBLES**

**WHEREAS**, pursuant to the provisions of the 1970 Constitution of the State of Illinois (the "Constitution"), the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois (the "Village"), is authorized to create special service areas in and for the Village; and,

**WHEREAS**, the Village of Bartlett is a municipality which has a population of more than 25,000 and is therefore a home rule unit of government pursuant to Section 6 of Article 7 of the Constitution, which provides:

"Except as limited by this Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt . . ."

and

**WHEREAS**, special service areas are established by home rule units pursuant to Section 7(l)(2) of Article VII of the Constitution, which provides:

"(1) The General Assembly may not limit the power of home rule units . . .  
(2) to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of special services to those areas and for the payment of debt incurred in order to provide those special services."

and are established pursuant to the provisions of the Special Service Area Tax Law (935 ILCS 200/27-5, *et seq.*), as amended, and pursuant to the Revenue Act of 1939 of the State of Illinois, as amended; and

**WHEREAS**, it is in the public interest that the establishment of the area hereinafter described as a special service area for the purpose set forth herein and to be established as Special Service Area Number One for the Bartlett Pointe West Subdivision of the Village (the "Area"); and

**WHEREAS**, the Area is compact and contiguous and is totally within the corporate limits of the Village; and

**WHEREAS**, the Area will benefit specially from the municipal services to be provided, consisting of the management of storm water which directly affects the Area, including (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; (2) the maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches; (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; (4) the care, maintenance and restoration of wetland areas; and (5) the administrative costs incurred by the Village in connection with the above including, but not limited to insurance premiums for liability insurance coverage (collectively, the "Services"); and,

**WHEREAS**, the Services are unique and in addition to municipal services provided to the Village as a whole and it is, therefore, in the best interests of the Village that the Area be established; and,

**WHEREAS**, it is hereby estimated that the annual cost of providing for the ordinary maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches and for the ordinary maintenance and repair of storm sewers, drain tile, pipes and other conduit, and appurtenant structures, and the ordinary care and maintenance of wetland areas (the "Ordinary Services") is \$10,000 and that the annual cost of providing the Ordinary Services will increase each year with inflation; and,

**WHEREAS**, it is necessary to levy a direct annual tax not to exceed .04% per annum of the assessed value, as equalized, of all taxable property within the Area to pay the annual cost of providing the Ordinary Services; and

**WHEREAS**, it is hereby estimated that the cost of cleaning and dredging the storm water detention and retention ponds and basins, drainage swales and ditches and replacing storm sewers, drain tile, pipes and other conduit, and appurtenant structures and restoring wetland areas which will serve the Area (the "Extraordinary Services") is \$274,664 based on current construction costs, and will in no event exceed \$1,098,656; and

**WHEREAS**, it is in the public interest that the issuance of bonds in the amount of \$274,664, adjusted for increases in the cost of construction as hereinafter provided, but in no event to exceed \$1,098,656, and secured by the full faith and credit of the Area be considered for the purpose of paying the cost of providing the Extraordinary Services (the "Bonds"); and

**WHEREAS**, the proceeds of the Bonds shall be used solely and only for Services for which the Village is authorized under the provisions of the Illinois Municipal Code, as amended, to levy taxes or special assessments or to appropriate the funds of the Village, all of the Services to be in and for the Area and all of the necessary construction to be on existing public property or easements or property or easements to be acquired by the Village; and

**WHEREAS**, the Bonds shall be retired over a period not to exceed 20 years from the issuance thereof and shall bear interest at a rate or rates not to exceed the lesser of (i) 15% per annum, or (ii) the maximum rate then permitted by law; and

**WHEREAS**, the Bonds shall be retired by the levy of a direct annual tax sufficient to pay the interest on the Bonds as the same comes due and to discharge the principal thereof at maturity; and

**WHEREAS**, said direct annual tax shall be levied upon all taxable property within the Area for said period of not to exceed 20 years and shall be unlimited as to rate or amount and in addition to all other taxes permitted by law; and

**WHEREAS**, it is the intent of this Board that the proceeds of any taxes levied pursuant to this ordinance shall be used solely and only for the purposes of paying for the Ordinary Services and the Extraordinary Services in the Special Service Area, as hereinabove set forth, and that in no event shall funds accumulated for those purposes be used for any other purpose; and

**WHEREAS**, this Board has heretofore adopted an Ordinance calling for a public hearing to be held with respect to the creation of the Special Service Area and the levy of taxes therein; and

**WHEREAS**, a public hearing has heretofore been held on November 17, 2015 at 7:00 P.M., Chicago time, at the Bartlett Municipal Building, 228 South Main Street, Bartlett, Illinois (the "Hearing"), to consider (1) the establishment of the Special Service Area in the territory described in Section Two hereof, (2) the necessity of providing the Services described in the Notice, (3) the levy of a direct annual tax not to exceed .04% per annum of the assessed value, as equalized, of all taxable property within the Special Service Area to pay the annual cost of providing the Ordinary Services described in the Notice, and (4) the issuance of the Bonds described in the Notice; and the Hearing was finally adjourned at 7:02 P.M. on November 17, 2015; and

**WHEREAS**, notice of such public hearing (the "Notice") was duly given by publication in the Daily Herald, the same being a newspaper published and of general circulation within the Village, and notice by mailing was duly given by depositing the Notice in the United States mails addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the such area except to those of such persons who waived such Notice in writing, which Notice was mailed not less than ten (10) days prior to the time set for the Hearing. In the event that the taxes for the last preceding year were not paid, the Notice was sent to the person last listed on the tax rolls prior to that year as the owner of said property; and

**WHEREAS**, more than 60 days have elapsed following the final adjournment of the Hearing and no petition signed by any of the electors residing within the Special Service Area or by any of the owners of record of the land included within the boundaries of the Special Service Area has been filed with the Village Clerk of the Village of Bartlett objecting to the creation of the Special Service Area, the levy or imposition of a tax or the

issuance of bonds for the provision of special services to the Special Service Area, or to a proposed increase in the tax rate;

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

**SECTION ONE:** That the preambles of this Ordinance are hereby incorporated into this text as if set out herein in full.

**SECTION TWO:** That Special Service Area Number One for the Bartlett Pointe West Subdivision is legally described as:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF WEST BARTLETT ROAD PER DOCUMENT NO. 2008K010201 RECORDED FEBRUARY 7, 2008 AND THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 36; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS EAST, A DISTANCE OF 1173.03 FEET, ALONG SAID EAST LINE; THENCE NORTH 88 DEGREES 13 MINUTES 42 SECONDS WEST, A DISTANCE OF 313.99 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, A DISTANCE OF 26.00 FEET; THENCE NORTH 49 DEGREES 10 MINUTES 10 SECONDS WEST, A DISTANCE OF 109.31 FEET TO THE EASTERLY RIGHT OF WAY OF SOUTHWIND BOULEVARD PER DOCUMENT NO. 2008K081774; THENCE THE FOLLOWING FOUR COURSES ALONG SAID EASTERLY RIGHT OF WAY; THENCE NORTHEASTERLY ALONG A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 263.00 FEET, AN ARC LENGTH OF 190.37 FEET, AND CHORD BEARING NORTH 20 DEGREES 15 MINUTES 56 SECONDS EAST; THENCE NORTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, A DISTANCE OF 473.38 FEET; THENCE NORTH 05 DEGREES 52 MINUTES 09 SECONDS EAST, A DISTANCE OF 18.11 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, A DISTANCE OF 344.49 FEET TO THE SOUTHERLY RIGHT OF WAY OF WEST BARTLETT ROAD PER DOCUMENT NO. 2008K010201 RECORDED FEBRUARY 7, 2008; THENCE THE FOLLOWING TWO COURSES ALONG SAID SOUTHERLY RIGHT OF WAY; THENCE NORTH 44 DEGREES 06 MINUTES 47 SECONDS EAST, A DISTANCE OF 68.33 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 05 SECONDS EAST, A DISTANCE OF 279.98 FEET, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

and further identified by PINs 06-36-400-035-0000, 06-36-400-038-0000, 06-36-400-040-0000 & 06-36-400-042-0000,

(the "Territory") is hereby established.

**SECTION THREE:** That there may be levied in such years as the corporate authorities may hereafter determine to be appropriate, a direct annual tax not to exceed .04% per annum of the assessed value, as equalized, of all taxable property within the Special Service Area above described to pay the annual cost of providing the Ordinary Services for such Special Service Area.

**SECTION FOUR:** That there may be issued hereafter bonds in such amounts as the corporate authorities may hereafter determine to be appropriate, to pay the cost of cleaning and dredging the storm water detention and retention ponds and basins, lakes, drainage swales and/or replacing ditches and storm sewers, drain tile, pipes and other conduit, and appurtenant structures, and restoring wetland areas which will serve the Special Service Area (the "Extraordinary Services") in the amount of \$274,664, adjusted for increases or decreases in the cost of construction from January 1, 2016 based on changes in the construction cost index published monthly in the Engineering News Record, or, if that index ceases to be published, based on such other published construction cost index as is then generally recognized, or, if no such generally recognized construction cost index is then published, based on changes in the Consumer Price Index published by the U.S. Department of Labor, or, if that index ceases to be published, the amount of the bonds that may be issued shall be increased at the rate of 4% per annum from January 1, 2016. In no event shall the amount of such bonds exceed \$1,098,656. Such bonds, if issued, shall be retired by the levy of a direct annual tax sufficient to pay the principal and interest thereon, said tax to be levied upon all the taxable property within the Special Service Area for said period of not to exceed 20 years and to be unlimited as to rate or amount and in addition to all other taxes permitted by law.

**SECTION FIVE: 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 SIX: 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 SEVEN: EFFECTIVE DATE.** This Ordinance shall be in full force and effect ten days after its passage and approval.

**Adopted January 19, 2016.**

**AYES:**

**NAYS:**

**ABSENT:**

**Approved January 19, 2016.**

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

**ATTEST:**

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

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

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2016 - \_\_\_\_\_, adopted on January 19, 2016, and approved on January 19, 2016, as the same appears from the official records of the Village of Bartlett.

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



# Agenda Item Executive Summary

Item Name Weapons Ordinance Code Amendment Committee or Board Board

## BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

## EXECUTIVE SUMMARY

Attached is an Ordinance Amending Title 5, Chapter 4, of the Bartlett Municipal Code Entitled "Weapons". The current Code needs to be amended because of the passage of the Firearm Conceal Carry Act, which allows for individuals, under certain circumstances with proper permits, to carry a concealed handgun. The Bartlett Municipal Code currently prohibits people from carrying concealed handguns, except for law enforcement officials, and therefore is inconsistent with the new state law, and needs to be amended.

## ATTACHMENTS (PLEASE LIST)

Ordinance is attached.

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion
- 

**MOTION:** I move the passage of Ordinance 2016- \_\_\_\_\_, An Ordinance Amending Title 5, Chapter 4, of the Bartlett Municipal Code entitled "Weapons" as presented.

Staff: Bryan Mraz, Village Attorney Date: 1/12/2016

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**BRYAN E. MRAZ**  
BEM@MRAZLAW.COM

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DAVID W. GULLION  
ASSOCIATE  
DWG@MRAZLAW.COM

## MEMORANDUM

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**TO:** President and Board of Trustees of the Village of Bartlett  
Valerie L. Salmons, Village Administrator

**FROM:** Bryan E. Mraz, Village Attorney

**DATE:** January 12, 2016

**RE:** Weapons Ordinance

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Enclosed for your review is an Ordinance Amending Title 5, Chapter 4, of the Bartlett Municipal Code Entitled "Weapons". The current Bartlett Municipal Code needs to be amended because of the passage of the Firearm Conceal Carry Act, which allows for individuals, under certain circumstances with proper permits, to carry a concealed handgun. The Bartlett Municipal Code currently prohibits people from carrying concealed handguns, except for law enforcement officials, and therefore is inconsistent with the new state law, and needs to be amended.

After consulting with Chief Williams and the Bartlett Police Department command staff, the prohibition against firearms and handguns has been removed from the local ordinance, as those types of offenses dealing with gun violations are invariably written under state law and not under local ordinance. Furthermore, the Chapter concerning weapons has been modified to reflect the passage of the Air Rifle Act. With respect to air rifles, which include paint guns and B-B guns, the Village ordinance can be more restrictive than state law. As the Air Rifle Act only prohibits individuals under 13 years of age from possessing air rifles, pellet guns, B-B guns, etc. on roads, it would not restrict anyone over 13 years of age from carrying such guns along roads or on public property unless the Village adopts an ordinance prohibiting it. The Village can and in the attached ordinance has provided for the prohibition of the carrying of air rifles throughout the Village by anyone, unless being transported in the trunk of a car, or in a person's own home, and on a person's property.

Lastly, the definition of dangerous weapons has been expanded to match amendments to the state Unlawful Use of Weapons statute, and to take into account new technology, including prohibiting lay persons from carrying stun guns and conductive electrical weapons (i.e., tasers).

Accordingly, I recommend the passage of the attached ordinance:

"An Ordinance Amending Title 5, Chapter 4, of the Bartlett Municipal Code Entitled 'Weapons'".

**ORDINANCE 2016 - \_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 4, OF THE  
BARTLETT MUNICIPAL CODE ENTITLED "WEAPONS"**

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**Adopted by the President and Board of Trustees  
of the Village of Bartlett  
on the 19<sup>th</sup> day of January, 2016**

**Published in Pamphlet Form by the Authority of the  
Corporate Authorities of the Village of Bartlett,  
Cook, DuPage and Kane Counties, Illinois  
this 20<sup>th</sup> day of January, 2016.**

ORDINANCE 2016 - \_\_\_\_\_

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 4, OF THE  
BARTLETT MUNICIPAL CODE ENTITLED "WEAPONS"**

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**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 Title 5, Chapter 4, of the Bartlett Municipal Code is hereby repealed and is amended by adding the following replacement Chapter 4:

**CHAPTER 4**

**WEAPONS**

- 5-4-1: DEFINITIONS:
- 5-4-2: DEALERS:
- 5-4-3: DISCHARGE OF FIREARMS OR HANDGUNS:
- 5-4-4: POSSESSION OF DANGEROUS WEAPONS:
- 5-4-5: EXEMPTIONS:
- 5-4-6: SALE OR OTHER TRANSFER OF AIR RIFLES:
- 5-4-7: POSSESSION OF AIR RIFLES BY PERSONS UNDER 13:
- 5-4-8: DISCHARGE OF AIR RIFLES:
- 5-4-9: SEIZURE/REMOVAL OF AIR RIFLES
- 5-4-10: PENALTIES:

**5-4-1: DEFINITIONS:**

**AIR RIFLE:** Any air gun, air pistol, spring gun, spring pistol, B-B gun, paint ball gun, pellet gun or any implement that is not a firearm or a handgun which impels a breakable paint ball containing washable marking colors or, a pellet constructed of hard plastic, steel, lead or other hard materials with a force that reasonably is expected to cause bodily harm.

**ANTIQUÉ FIREARM:** Any firearm (including any firearm with a matchlock, flintlock, percussion cap or similar type ignition system) manufactured on or before 1898; and any replica of any firearm (including any firearm with a matchlock, flintlock, percussion cap or similar ignition system) manufactured to look like a firearm manufactured before 1898) if such replica is not designed or redesigned for using ammunition.

**DANGEROUS WEAPONS:** Any bludgeon, black-jack, slingshot, slung-shot, sand club, sand bag, sap, metal knuckles or other knuckle weapon regardless of composition, weighted gloves, throwing star, any knife commonly referred to as a switchblade which

has a blade that opens by hand pressure applied to a button, spring or other device in the handle of the knife, ballistic knife which is a device that propels a knifelike blade as a projectile by means of a coil spring, elastic material or compressed gas valve, knife with a blade at least three (3) inches in length, dagger, dirk, billy, dangerous knife, razor, stiletto, bow and arrow, incendiary device, broken bottle or other piece of glass, stun gun, conducted electrical weapon, or any other dangerous weapon or deadly weapon or instrument of like character. Dangerous weapons do not include "air rifle", "antique firearm", "firearm", or "handgun" as defined in this section.

DEALER: Any person engaged in the business of sale or other transfer of air rifles, firearms, handguns, ammunition or dangerous weapons at wholesale or retail including any person who is a pawnbroker.

FIREARM: Any device, by whatever name known, which is designed to expel a projectile or projectiles by the action of an explosion, expansion of gas or escape of gas. "Firearm" does not include:

- A. Any pneumatic gun, spring gun, paint ball gun or B-B gun which either expels a single globular projectile not exceeding .18 inch in diameter and which has a maximum muzzle velocity of less than 700 feet per second or breakable paint balls containing washable marking colors;
- B. Any device used exclusively for signaling or safety and required or recommended by the United States Coast Guard or the Interstate Commerce Commission;
- C. Any device used exclusively for the firing of stud cartridges, explosive rivets or similar industrial ammunition;
- D. An antique firearm (other than a machine-gun) which, although designed as a weapon, the Department of State Police finds by reason of the date of its manufacture, value, design, and other characteristics is primarily a collector's item and is not likely to be used as a weapon; and
- E. Model rockets designed to propel a model vehicle in a vertical direction.

HANDGUN: any device which is designed to expel a projectile or projectiles by the action of an explosion, expansion of gas, or escape of gas that is designed to be held and fired by the use of a single hand. "Handgun" does not include:

- A. A stun gun or conducted electrical weapon;
- B. A machine gun as defined in item (i) of paragraph (7) of subsection (a) of Section 24-1 of the Criminal Code of 2012;
- C. A short-barreled rifle shotgun as defined in items (ii) of paragraph (7) of subsection (a) of Section 24-1 of the Criminal Code of 2012; or

- D. Any pneumatic gun, spring gun, paint ball gun, or B-B gun which expels a single globular projectile not exceeding .18 inch in diameter, or which has a maximum muzzle velocity of less than 700 feet per second, or which expels breakable paint balls containing washable marking colors.

SALE OR OTHER TRANSFER: Any sale, gift, exchange, loan, rental or other transfer of one or more air rifles or dangerous weapons, but not including any of the following:

- A. Acquisition of an air rifle or dangerous weapon, or both, as the executor, administrator or other legal representative of a decedent's estate or as guardian of a guardianship estate; or
- B. Transfer of an air rifle or dangerous weapon, or both, by bequest or intestate succession; or
- C. Acquisition or transfer of an air rifle or dangerous weapon, or both, by a trustee in bankruptcy in the administration of a bankrupt's estate; or
- D. Return of an air rifle or dangerous weapon, or both, to a person, firm or corporation from whom it was received; or
- E. Transfer of an air rifle or dangerous weapon, or both, where it is required by or in accordance with a judgment or decree of any court of lawful jurisdiction; or
- F. Transfer of an air rifle or dangerous weapon, or both, to any Federal, State or local government, or any department, agency, bureau, institution or commission thereof; or
- G. Transfer of a dangerous weapon to a private museum, society, institution or other private organization which customarily acquires and holds dangerous weapons as curios and relics or for scientific or research purposes; or
- H. Loan or rental of an air rifle or bow and arrows solely for the purpose of target shooting upon a lawful target range.

**5-4-2: DEALERS:**

No person shall engage in the business of dealer of air rifles, handguns, firearms, firearm ammunition or dangerous weapons in the Village, unless licensed in accordance with the provisions of the Federal, State and local laws and/or ordinances governing the sale of such articles.

**5-4-3: DISCHARGE OF FIREARMS OR HANDGUNS:**

- A. No person shall fire or discharge without legal justification under the laws of the State of Illinois any firearm or handgun within the corporate limits of the Village.
- B. Subsection A of this Section does not apply to nor affect members of any club or organization organized for the purpose of practicing shooting at targets upon established target ranges, whether public or private, or patrons of such ranges, while such patrons are using their firearms or handguns on those target ranges.
- C. Subsection A of this Section does not apply to or affect members of any club organized for the purpose of commemorating historical events such as civil war battles, or to the discharge of handguns or firearms by honor guards on ceremonial occasions such as funerals, provided only blank ammunition is used for those purposes.

**5-4-4: POSSESSION OF DANGEROUS WEAPONS:**

- A. No person shall carry or possess any dangerous weapon in the Village, except when on his land or in his own abode, legal dwelling or fixed place of business, or on the land or in the legal dwelling of another person as an invitee with that person's permission.
- B. No person shall carry or possess with intent to use the same unlawfully against another any dangerous weapon

**5-4-5: EXEMPTIONS:**

The provisions of section 5-4-4 do not apply to or affect any of the following officers while in the discharge of their official duties: sheriffs, coroners, constables, policemen or other duly constituted peace officers, wardens, superintendents and keepers of prisons, penitentiaries, jails and other institutions for the detention of persons accused or convicted of crime; nor to the following employees or agents while engaged in the discharge of the duties of their employment: watchmen, special agents and policemen employed by railroads or express companies, nor to persons lawfully summoned by an officer to assist in making arrests, or preserving the peace while so engaged in assisting such officer.

**5-4-6: SALE OR OTHER TRANSFER OF AIR RIFLES:**

- A. It shall be unlawful for any dealer to sell, lend, rent, give or otherwise transfer an air rifle to any person under the age of 13 years where the dealer knows or has cause to believe the person to be under 13 years of age or where such dealer has failed to make reasonable inquiry relative to the age of such person and such person is under 13 years of age.

- B. It shall be unlawful for any person to sell, give, lend or otherwise transfer any air rifle to any person under 13 years of age except where the relationship of parent and child, guardian and ward or adult instructor and pupil, exists between such person and the person under 13 years of age, or where such person stands in loco parentis to the person under 13 years of age.
- C. The provisions of this chapter do not prohibit sales of air rifles:
  - (1) By wholesale dealers or jobbers;
  - (2) To be shipped out of the State;

**5-4-7: POSSESSION OF AIR RIFLES BY PERSONS:**

- A. It shall be unlawful for any person to carry or possess any air rifle on the public streets, sidewalks, roads, highways, public land or any public place within this State, except that this subsection A. does not apply to or affect transportation of any air rifle that meets one of the following conditions:
  - (1) Are broken down in a non-functioning state or are unloaded and are in an enclosed case; and
  - (2) Are stored in the trunk of a vehicle, or if the vehicle does not have a trunk, are located in the vehicle so as to be not immediately accessible to an occupant of the vehicle in which the air rifle is being transported.
- B. It shall be unlawful for any person to carry or possess any air rifle unless it is:
  - (1) Kept on his own land or within his own abode, legal dwelling, or fixed place of business or on the land or in the legal dwelling of another person as an invitee with that person's permission;
  - (2) Used by the person if he is a duly enrolled member of any club, team or society organized for educational purposes and maintaining as part of its facilities or having written permission to use an indoor or outdoor rifle range under the supervision guidance and instruction of a responsible adult and then only if said air rifle is actually being used in connection with the activities of said club team or society under the supervision of a responsible adult; or
  - (3) Used in or on any private grounds or residence under circumstances when such air rifle is fired, discharged or operated in such a manner as not to endanger persons or property and then only if it is used in such manner as to prevent the projectile from passing over any grounds or space outside the limits of such grounds or residence.

**5-4-8: DISCHARGE OF AIR RIFLES:**

It shall be unlawful for any person to discharge any air rifle from or across any street, sidewalk, road, highway or public land or any public place except on a safely constructed target range.

**5-4-9: SEIZURE/REMOVAL OF AIR RIFLES:**

The State Police, or any sheriff, or any police officer shall seize, take, remove or cause to be removed at the expense of the owner, any air rifle sold or used in any manner in violation of this Section.

**5-4-10: PENALTIES:**

Any person violating any provision of this Chapter shall be punished by a fine of not less than five hundred dollars (\$500.00) for the first offense, and a fine of one thousand dollars (\$1,000.00) for each offense thereafter.

**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 become effective ten days after its passage, execution by the Village President and publication in pamphlet form as required by law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: January 19, 2016

APPROVED: January 19, 2016

\_\_\_\_\_  
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 2016-\_\_\_\_\_, enacted on January 19, 2016, and approved on January 19, 2016, and published in pamphlet form on January 20, 2016, as the same appears from the official records of the Village of Bartlett.

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Lorna Gilles



# Agenda Item Executive Summary

Item Name Natural Gas Franchise Ordinance Committee or Board Board

## BUDGET IMPACT

Amount: NA Budgeted NA

List what fund General

## EXECUTIVE SUMMARY

The Village, along with most municipalities, have a natural gas franchise agreement with Nicor to allow them to utilize our right-of-ways to supply natural gas to our residents and businesses. The agreement expired in 2008. In 2009 a group of municipalities (currently 38 municipalities) joined together and formed the Northern Illinois Municipal Natural Gas Franchise Consortium to negotiate with Nicor the terms of the next long term franchise ordinance. After years of negotiating the terms of the agreement, both Nicor and the Consortium have agreed on the new terms. Attached is the ordinance along with a memo from Holland & Knight, attorneys for the Consortium, explaining the key points of the new 25 year franchise ordinance:

- Nicor is required to follow our R.O.W. permit process and requirements.
- Emergency response and contact information requirements.
- The Village has the option of choosing free gas for municipal buildings or now there is an annual cash payment option. After reviewing our gas use for our municipal buildings we believe the annual payment will be our best choice however, we will continue to review it and can change our option every 3 years.
- 20% increase in therm allocation for free gas or annual payment.
- One-time Renewal payment equal to 75% of the Village's therm allocation.
- "Most Favored Nations" Clause that allows the Village to incorporate new provisions that Nicor may enter into with other municipalities not in the Consortium that would benefit the Village.

We believe the Consortium did a good job negotiating the new franchise ordinance and recommend the Village Board approve the new Natural Gas Franchise Ordinance.

## ATTACHMENTS (PLEASE LIST)

- Memo
- Ordinance
- Holland & Knight memo

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION:** I move the passage of Ordinance 2016- \_\_\_\_\_, An Ordinance Authorizing and Granting a Franchise to Northern Illinois Gas Company (d/b/a Nicor gas Company) its Successors and Assigns, to Construct, Operate, and Maintain a Natural gas Distributing System in and through the Village of Bartlett, Illinois.

Staff: Dan Dinges, Director of Public Works Date: 1/8/2016

# PUBLIC WORKS MEMO



DATE: January 8, 2016

TO: Valerie Salmons  
Village Administrator

FROM: Dan Dinges, PE  
Director of Public Works

SUBJECT: Natural Gas Franchise Ordinance

The Village, along with most municipalities, have a natural gas franchise agreement with Nicor to allow them to utilize our right-of-ways to supply natural gas to our residents and businesses. The agreement expired in 2008. In 2009 a group of municipalities (currently 38 municipalities) joined together and formed the Northern Illinois Municipal Natural Gas Franchise Consortium to negotiate with Nicor the terms of the next long term franchise ordinance. After years of negotiating the terms of the agreement, both Nicor and the Consortium have agreed on the new terms. Attached is the ordinance along with a memo from Holland & Knight, attorneys for the Consortium, explaining the key points of the new 25 year franchise ordinance:

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- "Most Favored Nations" Clause that allows the Village to incorporate new provisions that Nicor may enter into with other municipalities not in the Consortium that would benefit the Village.

We believe the Consortium did a good job negotiating the new franchise ordinance and recommend the Village Board approve the new Natural Gas Franchise Ordinance

## NATURAL GAS FRANCHISE ORDINANCE

AN ORDINANCE AUTHORIZING AND GRANTING A FRANCHISE  
TO NORTHERN ILLINOIS GAS COMPANY  
(d/b/a NICOR GAS COMPANY) ITS SUCCESSORS AND ASSIGNS,  
TO CONSTRUCT, OPERATE AND MAINTAIN A NATURAL GAS DISTRIBUTING SYSTEM  
IN AND THROUGH THE VILLAGE OF BARTLETT, ILLINOIS

**WHEREAS**, Northern Illinois Gas Company (d/b/a Nicor Gas Company), an Illinois corporation ("**NICOR GAS**") and the Municipality of Bartlett ("**Municipality**") entered into franchise agreement effective January 7, 1958 that generally authorized NICOR GAS to construct, operate, and maintain a gas distribution system within the Municipality, and NICOR GAS provided the Municipality a letter dated December 9, 2011 that specifies the compensation to be paid to the Municipality by NICOR GAS in connection with such franchise agreement (such franchise agreement and letter are referred to collectively herein as the "**Previous Agreement**"); and

**WHEREAS**, NICOR GAS, along with its successors and permitted assigns (collectively, "**Grantee**"), and the Municipality desire to have this Ordinance adopted and to have it represent a new agreement between the Grantee and the Municipality to supersede the Previous Agreement ("**Franchise**"); and

**WHEREAS**, the Municipality has determined that it is in the best interests of the Municipality and its residents to adopt this Ordinance establishing a new Franchise with the Grantee;

**WHEREAS**, the Grantee has approved this Ordinance and authorized execution by its duly authorized representatives of the Consent Agreement provided pursuant to Section 15 of this Ordinance; and

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE MUNICIPALITY OF BARTLETT, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

### SECTION 1. DEFINITIONS.

The following terms have the meaning ascribed to them in this Section:

**Annual Meeting.** The meeting provided under Subsection 13.A. of this Ordinance.

**Assignee.** The entity that accepts an assignment under this Ordinance from the Grantee with the authorization of the Municipality, as provided in Subsection 13.B of this Ordinance.

**Corporate Authorities.** The corporate authorities of the Municipality.

**Effective Date.** The effective date of this Ordinance, being January 1, 2016.

**Emergency.** An event involving the Gas System that (i) poses an imminent threat to the public health or safety within the Municipality or (ii) is likely to result in a prolonged and unplanned interruption of gas service to a significant number of customers within the Municipality.

**Gas.** Natural gas or manufactured gas, or a mixture of gases, that is distributed to the Grantee's customers in the Municipality through the Gas System.

**Gas System.** The Grantee's system of pipes, tubes, mains, conductors, and other devices, apparatus, appliances, and equipment for the production, distribution, and sale of gas for fuel, heating, power, processing, and other purposes within and outside the corporate limits of the Municipality.

**Gas System Work.** Any construction, operation, maintenance, repair, removal or replacement of the Gas System conducted by the Grantee within the Public Right-of-Way or conducted by the Grantee immediately adjacent to the Public Right-of-Way if such activity physically disturbs the Public Right-of-Way.

**ICC.** The Illinois Commerce Commission.

**Public Right-of-Way.** The Municipality's streets, alleys, sidewalks, parkways, easements, and other property of the Municipality used as right-of-way.

**Requirements of Law.** Any and all reasonable regulations which may now or hereafter be prescribed by general ordinance of the Municipality with respect to the use of the Public Right-of-Way or the conduct of Gas System Work.

**Term.** The term of the Franchise under Section 3 of this Ordinance.

## **SECTION 2. GRANT OF FRANCHISE.**

The Municipality grants the right, permission and authority to the Grantee to construct, operate, maintain, repair, remove, and replace its Gas System within the corporate limits of the Municipality, subject to the conditions and regulations of this Ordinance. The right, permission and authority granted by the Municipality to the Grantee by this Franchise may not be exclusive to the Grantee, provided that any other such rights or authority granted by the Municipality may not interfere with the right, permission and authority granted to the Grantee pursuant to this Ordinance.

## **SECTION 3. TERM.**

The Franchise authorized and granted pursuant to this Ordinance shall be for a term of 25 years, commencing on the Effective Date, and expiring on January 1, 2041 ("**Term**").

## **SECTION 4. USE OF PUBLIC RIGHT-OF-WAY.**

The Grantee shall be authorized to use the Public Right-of-Way for the Gas System and Gas System Work subject to the provisions of this Ordinance, including without limitation the following provisions:

**A. General Coordination, Location And Repair.** Those portions of the Gas System in the Public Right-of-Way shall be installed and maintained under the general supervision of the Director of Public Works of the Municipality, or other duly authorized agent of the Municipality. The portions of the Gas System within the Public Right-of-Way shall be located as not to injure any drains, sewers, catch basins, water pipes, pavements or other like public improvements. If any drain, sewer, catch basin, water pipe, pavement or other like public improvement is injured

by the location of the portions of the Gas System within the Public Right-of-Way, the Grantee shall forthwith repair the damage to the satisfaction of the Municipality and in default thereof the Municipality may repair such damage and charge the cost thereof to, and collect the same from, the Grantee.

**B. Compliance with Requirements of Law.** The Grantee shall be subject to the specific standards provided in this Ordinance for work in the Public Right-of-Way and with all other Requirements of Law.

**C. Conduct of Gas System Work; Restoration.** The Grantee will conduct Gas System Work in accordance with the Requirements of Law. The Grantee will undertake to minimize the disturbance or obstruction of the Public Right-of-Way caused by Gas System Work, including, without limitation, having Gas System Work, once started, undertaken and completed without unreasonable delay. The Grantee will promptly restore Public Right-of-Way, as well as any fences, roads, pavements and other improvements in the Public Right-of-Way, disturbed by Gas System Work as nearly as reasonably practicable to its condition immediately before the Gas System Work.

**D. Emergencies.** In the case of an Emergency, the Grantee will notify the Municipality by the most practical, timely, and available means under the circumstances of the Emergency and the conditions that are affecting the Gas System and its customers. Notwithstanding Section 10, the notice will be no more than 24 hours after the Grantee learns of the Emergency, except if notice within 24 hours is not practicable under the circumstances of the Emergency, in which case the Grantee will provide the notice required under this Subsection as soon as is practicable under the circumstances. Each Party will provide the other Party with an Emergency contacts list, including 24-hour contact information for at least two representatives. The Grantee will keep the Municipality apprised of the status of the Emergency to the extent reasonably practicable and will advise the Municipality when the Emergency has been resolved.

**E. Coordination Regarding Capital Improvements; System Information.** The Grantee and the Municipality believe that it is in their mutual interests to be informed of their respective capital improvement programs, so that whenever practicable those programs can be undertaken to minimize the cost of construction and public inconvenience. To that end, the following provisions apply:

1. **Meeting.** At Annual Meetings (see Subsection 13.A of this Ordinance), representatives of the Grantee and the Municipality will be prepared to discuss significant known Gas System Work and Municipal projects that could impact the Gas System and that will or may be undertaken within the Municipality.

2. **Capital Improvement Plans and General System Information.** The Grantee will establish and maintain an information medium ("**Information Sharing System**"), at no cost to the Municipality, that will provide the Municipality access, on reasonable terms, to information identifying (a) anticipated Gas System Work, (b) Grantee's planned capital improvement plans and major maintenance work related to the Gas System within the Municipality, (c) maps or other documents showing the locations of gas distribution mains in or under Public Right-of-Way within the Municipality; and (d) the status of ongoing Gas System Work and capital improvement plans and major maintenance work related to the Gas System within the Municipality (collectively, "**General System Information**"). The Grantee reserves the right to modify or replace the Information Sharing System from time to time at its discretion. Absent gross negligence or intentional misconduct by the Grantee, the Grantee shall have no monetary liability to the

Municipality due to defects in the design or performance of the Information Sharing System or errors or omissions in the information disclosed through the Information Sharing System; provided, however, that this sentence does not change the Grantee's obligation under Paragraph 1 of this Subsection and Subsection 13.A of this Ordinance with respect to General System Information. As part of the Annual Meeting, the Parties may discuss the performance of the Information Sharing System and any adjustments and refinements to the Information Sharing System and, if requested by the Municipality, the Grantee will provide information regarding any updates or other operational changes or improvements to the Information Sharing System.

## **SECTION 5. CONSIDERATION FOR USE OF PUBLIC RIGHT-OF-WAY.**

**A. Payments; Provision of Gas.** The Grantee shall make the Renewal Payment provided in Paragraph 1 of this Subsection and, commencing with calendar year 2016, either (but never both) (i) make the Annual Payments as provided and calculated in Paragraph 2 of this Subsection, or (ii) provide for Unbilled Gas as provided and calculated in Paragraphs 3 of this Subsection. The Municipality shall notify the Grantee in writing within sixty days after the Effective Date whether it has chosen to receive Annual Payments or Unbilled Gas. In the event the Municipality has not notified the Grantee in writing within sixty days after the Effective Date, the Municipality shall be deemed to have chosen to receive Annual Payments as provided and calculated in Paragraph 2 of this Subsection. Upon written notice to Grantee given on or before June 30 of the calendar year preceding the date of change, the Municipality may change the method of compensation from Annual Payments to Unbilled Gas, or vice versa, effective as of January 1 of any or all of the third, sixth, ninth, twelfth, fifteenth, eighteenth, twenty-first, or twenty-fourth calendar year following the Effective Date. In the event the Municipality has not so notified the Grantee of a change in the method of compensation by the applicable June 30, the method of compensation then in effect shall continue and may not be changed by the Municipality during the ensuing three calendar year period.

1. Renewal Payment. Within ninety days after the Effective Date, the Grantee will pay the Municipality, solely as consideration for renewal of the franchise granted under the Previous Agreement, a one-time franchise renewal payment ("**Renewal Payment**") of \$36,422, being equal to 75 percent of the value of (a) the "**Therm Allocation**" (as calculated under Paragraph 4 of this Subsection) as of the Effective Date multiplied by (b) the "**Gas Cost per Therm**" (as calculated under Paragraph 2 of this Subsection).

2. Annual Payment. In January of each year except 2016 and in March of 2016, the Grantee will pay the Municipality an annual payment ("**Annual Payment**") if the Municipality has chosen or has been deemed to have chosen to receive Annual Payments rather than Unbilled Gas for such calendar year. The amount of each Annual Payment will be calculated by the Grantee by multiplying (a) the "**Therm Allocation**" (as calculated under Paragraph 4 of this Subsection) times (b) the applicable Gas Cost per Therm. As used herein, the term "**Gas Cost per Therm**" means, with respect to a calendar year, the sum of (i) the average per therm gas cost for the preceding three calendar years, based on the Grantee's prudently incurred purchased gas cost and (ii) the per therm rate for general gas service under the Grantee's rate structure in effect as of the last day of the preceding calendar year.

3. Unbilled Gas. If the Municipality has chosen to receive Unbilled Gas, the Grantee shall supply, during each billing year (start and finish of each year shall begin and end with regular meter reading date nearest to January 1) that the Municipality's choice to receive Unbilled Gas remains in effect, without charge to the Municipality, an amount of gas ("**Unbilled Gas**") not to exceed the Therm Allocation (as calculated under Paragraph 4 of this Subsection),

to be used in buildings which may be occupied from time to time by the Municipality solely for municipal purposes, or such part of these buildings as may from time to time be occupied for ongoing municipal purposes, and not for purposes of revenue.

4. Therm Allocation. For purposes of determining the Annual Payment or the amount of Unbilled Gas under Paragraphs 2 and 3, respectively, of this Subsection, the Therm Allocation will be based on the following formula: 3.6 therms per person up to 10,000 of population; 2.4 therms per person for the next 10,000 of population; 1.2 therm per person for the next 80,000 of population; 1.45 therms per person for the next 20,000 of population; and 1.8 therms per person for the population over 120,000. For purposes of the Therm Allocation, the population of the Municipality as of the Effective Date shall be deemed to be the same as the population of the Municipality at the 2010 decennial census, which was 41,208. This population number will be adjusted by the Grantee based on each decennial census count. Between decennial census counts, the Therm Allocation may be increased prospectively on the basis of changes in population of the Municipality as shown by revised or special census. Upon the submission of a written request by the Municipality accompanied by the official State notification of census change, the Therm Allocation will be adjusted by the Grantee.

**B. Limitations on Gas Use.** None of Unbilled Gas to be supplied to the Municipality under Paragraph A3 of this Section, shall be resold by the Municipality for any purpose whatsoever. In the event the Municipality uses less than the amount of Unbilled Gas calculated and authorized under Paragraph A3 of this Section, there shall be no payment due to the Municipality from the Grantee for gas not used during that billing year, nor shall any such unused therms be carried over for the following billing year's use.

**C. Offset.** If the Municipality has chosen or has been deemed to have chosen to receive Annual Payments, the Grantee shall have the right to reduce the Annual Payment for a calendar year by the amount of any fees that the Municipality has been paid by the Grantee during the preceding calendar year for permits, street or parkway openings, or inspections related to the Gas System or Gas System Works. If the Municipality has chosen to receive Unbilled Gas, the Grantee shall have the right to reduce the Therm Allocation for a billing year by an amount of therms equal to (a) the amount of any fees that the Municipality has been paid by the Grantee during the preceding billing year divided by (b) the Gas Cost per Therm determined for the calendar year that begins with the January 1 nearest to the end of such billing year.

## **SECTION 6. ACCOUNTS AND RECORDS.**

Within 90 days following a written request by the Municipality made no more frequently than once during each calendar year of the Term, the Grantee will provide the Municipality with a written statement showing the gross operating revenue generated during the immediately preceding calendar year by the Grantee from the distribution of gas to customers identified in the Grantee's billing records as located within the corporate limits of the Municipality, which statement will, if requested as part of the Municipality's request, show the distribution of such gross operating revenue among the following categories of users: Residential, Commercial, and Industrial, or by such other categories as may be agreed to by the Grantee and the Municipality.

## **SECTION 7. SUBSTITUTION OF MORE FAVORABLE PROVISIONS.**

**A. Amended Ordinance.** If during the Term of this Franchise, the Municipality learns of a Grantee franchise ("**Grantee Franchise**") from any other municipality in Illinois ("**Other Franchisor**") adopted or otherwise provided by the Other Franchisor after the Effective Date and

containing “*More Favorable Provisions*” (as defined in Subsection C of this Section), then the Municipality may adopt, no sooner than 30 days from the date of providing the notice to the Grantee required pursuant to Subsection B of this Section, an ordinance amending this Ordinance solely to substitute for the provisions of Section 5 of this Ordinance replacement provisions that are substantially identical to the More Favorable Provisions (“**Amended Ordinance**”). If the Municipality adopts an Amended Ordinance in conformity with this Section 7, the Grantee will accept the Amended Ordinance and execute a Consent Agreement consistent with Section 15 of this Ordinance.

**B. Notice.** At least 30 days before adopting an Amended Ordinance pursuant to this Section 7, the Municipality shall provide the Grantee with written notice that explicitly (i) states that the Municipality intends to invoke its right under this Section 7 to adopt an Amended Ordinance; (ii) identifies the Other Franchisor; (iii) states the date, time, and place of the meeting at which adoption of the Amended Ordinance will be considered; and (iv) includes the Amended Ordinance.

**C. More Favorable Provisions.** “*More Favorable Provisions*” means the provisions in a Grantee Franchise (i) establishing the compensation to be paid by the Grantee to the Other Franchisor, including, without limitation, the formulas and procedures utilized to determine the form and amount of such compensation (“**Compensation Formulas and Procedures**”); and (ii) that the Municipality has reasonably concluded are more advantageous to or protective of the public interest of the Other Franchisor than the existing provisions of Section 5 of this Ordinance are to the Municipality. “*More Favorable Provisions*” shall not include provisions providing consideration to the Other Franchisor for franchise renewal (it being understood that the exercise by the Municipality of its right under this Section 7 shall not be deemed a franchise renewal). Replacement provisions in a proposed Amended Ordinance shall not be deemed to be substantially identical to More Favorable Provisions if those replacement provisions do not utilize the Compensation Formulas and Procedures as applied to the Municipality to determine the form and amount of compensation to be paid by the Grantee to the Municipality. The Municipality shall not have the right to invoke this Section solely to effect a change in the form of compensation (between payments or unbilled gas) if that form of compensation had been available to the Municipality to select under Section 5 of this Ordinance, and neither the procedures for changing the form of compensation in Section 5 of this Ordinance nor those in the Compensation Formulas and Procedures would then have permitted the Municipality to make a change in the form of compensation.

**D. No Notification Required.** Nothing in this Section shall require the Grantee to notify the Municipality of new franchises that the Grantee obtains with other municipalities in Illinois or new provisions within any existing franchise agreements.

## **SECTION 8. INDEMNIFICATION.**

**A. Grantee.** The Grantee must, and will, fully indemnify the Municipality (but not any other third party) against and from any and all claims, liabilities, actions, damages, judgments, and costs, including without limitation injury or death to any person and damage to any property or Public Right-of-Way and including without limitation attorneys’ fees (collectively, “**Claims**”) that the Municipality may incur or suffer, or that may be obtained against the Municipality, as a result of or related to the Grantee’s failure to perform any of its obligations under this Ordinance, or the Grantee’s negligent, unlawful, or intentional wrongful acts or omissions that relate to (i) the use or occupation by Grantee of the Public Right-of-Way under this Ordinance, or (ii) the construction, operation, maintenance, or repair of the Gas System located within the Public Right-of-Way. The

Municipality must give the Grantee written notice within 30 calendar days after the Municipality has received written notice of a Claim. The Municipality may tender to the Grantee the defense of a Claim, in which case the Grantee must defend the Municipality against that Claim, or the Municipality may defend itself against that Claim at the Grantee's expense. The Grantee shall not be required to indemnify, defend, or hold harmless the Municipality for any Claims to the extent the Municipality, its officers, agents, or employees are liable under the laws of the State of Illinois (including for conduct that constitutes gross negligence, malicious or intentional wrongful acts, or the willful misconduct of the Municipality, its officers, agents, or employees while acting on behalf of the Municipality).

**B. Municipality.**

1. The Municipality must, and will, fully indemnify the Grantee (but not any other third party) against any and all Claims arising as a result of damages to the Grantee's Gas System caused by the conduct of the Municipality, its officers, employees, or agents for which the Municipality is liable under the laws of the State of Illinois (including for conduct that constitutes gross negligence, malicious or intentional wrongful acts, or the willful misconduct of the Municipality, its officers, agents, or employees while acting on behalf of the Municipality). The Municipality shall not be required to indemnify, defend, or hold harmless the Grantee for any damages to the extent the Grantee, its officers, agents, or employees are liable under the laws of the State of Illinois (including for conduct that constitutes gross negligence, malicious or intentional wrongful acts, or the willful misconduct of the Grantee, its officers, agents, or employees while acting on behalf of the Grantee).

2. The Grantee recognizes the Municipality's right to exercise its police powers over the Public Right-of-Way in case of fire, disaster, or other emergency as reasonably determined by the Municipality. Notwithstanding Paragraph 1 of this Subsection, the Municipality shall not be liable to the Grantee for any damages to the Grantee's Gas System when the damage results from the exercise by the Municipality of its police powers in order to protect the public in case of fire, disaster or other emergency. When practicable, as reasonably determined by the Municipality, the Municipality shall consult with the Grantee prior to the exercise by the Municipality of these police powers, where the exercise may affect the Grantee's Gas System, and to permit the Grantee to take necessary action to protect the public and the Gas System.

**SECTION 9. INSURANCE.**

If the Grantee's total stockholder equity as determined in accordance with generally accepted accounting principles ("**Stockholder Equity**") as of the end of its most recently completed fiscal year is less than **fifty million dollars (\$50,000,000)**, the Grantee shall be obligated under this ordinance to maintain during its current fiscal year, at its sole cost and expense, insurance against the liabilities assumed under this ordinance consisting of the following coverages at the following minimum limits:

**A. Comprehensive General Liability.** Comprehensive general liability insurance with coverage written on an "occurrence" or "claims made" basis and with limits no less than: (1) General Aggregate: \$2,000,000; (2) Bodily Injury: \$2,000,000 per person, \$2,000,000 per occurrence; and (3) Property Damage: \$2,000,000 per occurrence. Coverage must include: Premises Operations, Independent Contractors, Personal Injury (with Employment Exclusion deleted), Broad Form Property Damage Endorsement, Blanket Contractual Liability, and bodily injury and property damage. Exclusions "X," "C," and "U" must be deleted. Railroad exclusions must be deleted if any portion of the Gas System Work is within 50 feet of any railroad track.

Every employee of the Grantee engaged in Gas System Work within the Municipality must be included as an insured.

**B. Comprehensive Motor Vehicle Liability.** Comprehensive motor vehicle liability insurance with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 for vehicles owned, non-owned, or rented. The coverage required by this subsection shall include bodily injury and property damage for all motor vehicles engaged in Gas System Work within the Municipality that are operated by any employee, subcontractor, or agent of the Grantee.

**C. Workers' Compensation.** Workers' compensation coverage in accordance with applicable law.

**D. General Standards for All Insurance.** If obligated under this Section to maintain the foregoing insurance coverages, (i) the Grantee may satisfy that obligation, in whole or in part, through insurance provided by a captive insurance company affiliated with the Grantee to the extent permitted under applicable law if such captive insurance company and the Grantee are both controlled by a company with Stockholder Equity as of the end of its most recently completed fiscal year of at least *fifty million dollars (\$50,000,000)*, or through commercial insurance; (ii) all commercial insurance policies obtained by the Grantee to satisfy such obligation must be written by companies customarily used by public utilities for those purposes, including, if permitted by this Subsection, policies issued by a captive insurance company affiliated with the Grantee; (iii) the Grantee must provide the Municipality, upon request, with reasonable evidence of insurance and with certificates of insurance for commercial coverage designating the Municipality and its officers, boards, commissions, elected officials, agents, and employees as additional insured and demonstrating that the Grantee is maintaining the insurance required in this Section; and (iv) each policy shall provide that no change, modification, or cancellation of any insurance coverage required by this Section shall be effective until the expiration of 30 calendar days after written notice to the Municipality of any such change, modification, or cancellation and providing that there is no limitation of liability of the insurance if the Grantee fails to notify the Municipality of a policy cancellation.

#### **SECTION 10. CURE.**

In addition to every other right or remedy provided to the Municipality under this Ordinance, if the Grantee fails to comply in a material respect with any of its material obligations under this Ordinance (for reason other than force majeure), then the Municipality may give written notice to the Grantee specifying that failure. The Grantee will have 30 calendar days after the date of its receipt of that written notice to take all necessary steps to cure such material non-compliance, unless the cure cannot reasonably be achieved within 30 calendar days but the Grantee promptly commences the cure and diligently pursues the cure to completion.

#### **SECTION 11. FORCE MAJEURE.**

Neither the Grantee nor the Municipality will be held in violation or breach of this Ordinance when a violation or breach occurred or was caused by (a) riot, war, earthquake, flood, terrorism, or other catastrophic act beyond the respective Party's reasonable control or (b) governmental, administrative, or judicial order or regulation other than, in the case of the Municipality, an order or regulation issued by the Municipality not in the exercise of its police powers in order to protect the public in the case of fire, disaster or other emergency.

**SECTION 12. NOTICE.**

With respect to an Emergency, Grantee shall provide notice to the Municipality in accordance with Subsection 4.D. of this Ordinance. Any other notice that (a) requires a response or action from the Municipality or the Grantee within a specific time frame or (b) would trigger a timeline that would affect one or both of the parties' rights under this Ordinance must be made in writing and must be sufficiently given and served on the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

**Village of Bartlett  
228 S. Main Street  
Bartlett, Illinois 60103  
Attention: Village Administrator**

**If to Grantee:**

**Northern Illinois Gas Company d/b/a Nicor Gas Company  
1844 Ferry Road  
Naperville, Illinois 60563  
Attention: President**

**with a copy to:**

**Northern Illinois Gas Company d/b/a Nicor Gas Company  
1844 Ferry Road  
Naperville, Illinois 60563  
Attention: Community Relations and Economic Development Department**

For other notices regarding the general business between the parties, e-mail messages and facsimiles will be acceptable when addressed to the persons of record specified above.

**SECTION 13. GENERAL PROVISIONS.**

**A. Communications and Annual Meeting.**

1. General Communications. The Grantee and the Municipality believe that it is in their mutual interests to maintain consistent and reliable means of communications regarding all matters under this Franchise. Nothing in this Section precludes the parties in any way from conducting meetings and communications not specifically provided in this Section on any other dates and times during the Term as necessary, required, or otherwise desired.

2. Annual Meeting. Except as the Grantee and the Municipality may otherwise agree, upon 45 days prior written notice from the Municipality to the Grantee given no more frequently than once during each calendar year of the Term, the representatives of the Grantee and the Municipality will meet at the offices of the Municipality or another mutually acceptable location ("**Annual Meeting**").

3. Annual Meeting Matters. At the Annual Meetings the Parties will review, as necessary, any matters related to this Ordinance and the Franchise as generally identified by the Municipality in its written notice provided pursuant to Paragraph 2 of this Subsection related to (i) the Gas System and Gas System Work; (ii) issues that have arisen since the prior Annual Meeting regarding the Grantee's activities conducted under the authority granted by this Ordinance, (iii) efforts and initiatives by the Grantee or the Municipality, or both, to promote energy efficiency and cost savings related to the use of gas supplied by the Grantee; and (iv) identification of anticipated future capital improvement programs by the Municipality and the Grantee in an effort to coordinate those programs whenever practical in an effort to minimize costs for both the Municipality and the Grantee and to reduce public inconvenience (collectively, "**Annual Meeting Matters**"). The Grantee's and the Municipality's representatives at Annual Meetings shall include individuals with the knowledge, experience and authority required to address competently and to seek to resolve the Annual Meeting Matters identified from discussion at the Annual Meeting.

4. Good Faith Efforts to Resolve Annual Meeting Matters. The Municipality and the Grantee will constructively discuss the Annual Meeting Matters at the Annual Meetings. The goal of these discussions is to ensure that the Grantee and the Municipality have sufficient information to address and, if possible, resolve the Annual Meeting Matters and the Parties will share information reasonably necessary for those purposes; provided, however that neither the Grantee nor the Municipality will be required to respond to unduly burdensome information requests or to provide confidential or privileged information to the other party. The parties will work in good faith to resolve Annual Meeting Matters on mutually acceptable terms and to do so within a reasonable period of time. To the extent that resolution of an Annual Meeting Matter is not otherwise provided by the terms of this Franchise, the parties may memorialize their understandings related to resolution of Annual Meeting Matters through memoranda of understanding, supplemental agreements, or other arrangements mutually agreed to.

**B. Assignments of Rights by Grantee.** All provisions of this Ordinance that are obligatory upon, or which inure to the benefit of, NICOR GAS shall also be obligatory upon and shall inure to the benefit of any and all successors and permitted assigns of NICOR GAS, and the word "Grantee" wherever appearing in this Ordinance shall include and be taken to mean not only NICOR GAS, but also each and all of such successors and permitted assigns. The Grantee may not assign any right it has under this Ordinance without the prior express written authorization of the Municipality by ordinance or resolution of the Corporate Authorities. The Municipality will not withhold that authorization if (a) the Assignee is technically and financially capable of operating and maintaining the Gas System in the reasonable judgment of the Municipality and (b) the Assignee assumes all of the obligations of the Grantee under this Ordinance except as they may be amended in writing and approved by the Municipality.

**C. Entire Agreement; Interpretation.** This Ordinance embodies the entire understanding and agreement of the Municipality and the Grantee with respect to the subject matter of this Ordinance and the Franchise. This Ordinance supersedes, cancels, repeals, and shall be in lieu of the Previous Agreement.

**D. Governing Law; Venue.** This Ordinance has been approved executed in the State of Illinois and will be governed in all respects, including validity, interpretation, and effect, and construed in accordance with, the laws of the State of Illinois. Any court action against the Municipality may be filed only in Cook County, Illinois, in which the Municipality's principal office is located.

E. **Amendments.** Except as otherwise provided pursuant to Section 7 of this Ordinance, no provision of this Ordinance may be amended or otherwise modified, in whole or in part, to be contractually binding on Grantee, except by an instrument in writing duly approved and executed by the Municipality and accepted by the Grantee by execution of a Consent Agreement consistent with Section 15 of this Ordinance.

F. **No Third-Party Beneficiaries.** Nothing in this Ordinance is intended to confer third-party beneficiary status on any person, individual, corporation, or member of the public to enforce the terms of this Ordinance.

G. **No Waiver of Rights.** Nothing in this Ordinance may be construed as a waiver of any rights, substantive or procedural, the Grantee or the Municipality may have under federal or State of Illinois law unless such waiver is expressly stated in this Ordinance.

**SECTION 14. MUNICIPALITY AUTHORITY RESERVATION.**

The Municipality reserves, subject to the limitations of applicable federal and State of Illinois laws, (i) its powers necessary or convenient for the conduct of the Municipality's municipal affairs and for the public health, safety and general welfare; and (ii) its right to own and operate a gas utility in competition with the Grantee. Notwithstanding the foregoing, the Municipality will not take any such action that would have the effect of depriving Grantee of the rights, permissions and authorities granted to Grantee under this Ordinance.

**SECTION 15. CONSENT AGREEMENT.**

Within ninety days after the Effective Date, the Grantee will file with the Municipality a written agreement to accept and comply with the terms of this Ordinance as attached to this Ordinance as Exhibit A ("***Consent Agreement***"), duly executed by authorized representatives of the Grantee. The Grantee's failure to provide the Consent Agreement within ninety days after the Effective Date shall be deemed a rejection of this Ordinance by the Grantee, and the rights and privileges herein granted shall absolutely cease and terminate, unless, within ninety days after the Effective Date, the time period for the Grantee to file the Consent Agreement is extended by the Municipality by ordinance duly passed for that purpose and the Grantee has agreed in writing to such extension.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF BARTLETT, ILLINOIS,  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Village Clerk

APPROVED BY THE PRESIDENT OF THE VILLAGE OF BARTLETT, ILLINOIS, THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_

President

(Seal)

ATTEST:

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Village Clerk )  
STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.  
VILLAGE OF BARTLETT )

I, \_\_\_\_\_, Village Clerk of the Village of Bartlett, Illinois, do hereby certify that the foregoing is a true and correct copy of an Ordinance duly passed by the Board of Trustees of said Village on the \_\_\_\_ day of \_\_\_\_\_, 201\_, and duly approved by the President of said Village on the \_\_\_\_ day of \_\_\_\_\_, 201\_, the original of which Ordinance is now on file in my office.

I do further certify that I am the legal custodian of all papers, contracts, documents and records of said Village.

WITNESS my hand and the official seal of said Village this \_\_\_\_ day of \_\_\_\_\_, 201\_.

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Village Clerk  
Bartlett, Illinois

(SEAL)

**CONSENT AGREEMENT**

Pursuant to Section 15 of that certain Natural Gas Franchise Ordinance duly passed by the City Council/Board of Trustees of \_\_\_\_\_ (the "Municipality") on \_\_\_\_\_ and duly approved by the Mayor/President of the Municipality on \_\_\_\_\_ (the "Ordinance"), a copy of which is attached hereto, Northern Illinois Gas Company d/b/a Nicor Gas Company, an Illinois corporation hereby accepts and agrees to comply with the Ordinance.

NORTHERN ILLINOIS GAS COMPANY D/B/A NICOR GAS COMPANY

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

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

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## MEMORANDUM

**Date:** December 30, 2015  
**To:** Northern Illinois Municipal Natural Gas Franchise Consortium Members  
**From:** Peter M. Friedman, Consortium Counsel  
**Re:** Executive Summary -- Model Franchise Ordinance

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On December 14, 2015, the Steering Committee of the Northern Illinois Municipal Natural Gas Franchise Consortium ("**Consortium**") unanimously approved a new model Natural Gas Franchise Ordinance ("**Model Ordinance**"). The Model Ordinance was negotiated on behalf of the Consortium with the Northern Illinois Gas Company (d/b/a Nicor Gas Company) ("**Nicor**").

This memorandum provides (i) important information regarding the required timing and approval of the Model Ordinance by Consortium members and (ii) a summary of the key financial and operational provisions of the Model Ordinance.

If you have any questions about any of these matters, please contact Mark Baloga (630-571-0480, ext. 223 or [mbaloga@dmmc-cog.org](mailto:mbaloga@dmmc-cog.org)) or Kate Buggy (630-571-0480, ext. 225 or [kbuggy@dmmc-cog.org](mailto:kbuggy@dmmc-cog.org)).

### Adoption

- For each Model Ordinance to take effect, the Ordinance must be adopted by the Consortium member and Nicor must sign a Consent Agreement that is attached to the Ordinance as Exhibit A. As described further below, the important compensation provisions of the Model Ordinance are triggered by the Ordinance taking effect. Further, it is important for Nicor to see that the Model Ordinance is being adopted by the Consortium members. Accordingly, the Steering Committee requests that Consortium members adopt the Model Ordinance in January 2016.
- Each Consortium member has been provided a word version of the Model Ordinance, tailored to the extent possible for each specific member.
- One addition that will have to be made by each member prior to adoption is to insert in Section 12 of the Ordinance the appropriate contact information for purposes of notices under the Ordinance.
- Each Consortium member must adopt the Model Ordinance pursuant to the member's standard procedures for adoption of ordinances.

- After the Ordinance is adopted, the certification (the second to last page of the document) should be completed and fully executed.
- As soon as the Model Ordinance has been adopted and certified, each Consortium member should notify and provide a copy of the adopted Ordinance to their respective Nicor representative.
- Also, please email Kate Buggy at [kbuggy@dmmc-cog.org](mailto:kbuggy@dmmc-cog.org) to confirm adoption of the Ordinance.

### Background

- Most gas franchises either have expired recently or are expiring soon.
- Almost all of these franchises are very old, with writing styles often unclear, incomplete, and difficult to understand.
- These franchises include only basic, and now outdated, provisions. They do not adequately address many of the issues that arise with modern utility facilities located in crowded public rights-of-way.
- These franchises do not adequately protect the public health and safety. Nor do they adequately protect the public rights-of-way.

### Key Points Regarding Model Ordinance

- A municipality's rights-of-way are among its most important resources and most valuable assets. The Model Ordinance includes new provisions designed to protect the municipality's rights-of-way, including requirements on construction, restoration, and maintenance.
- One of a municipality's foremost responsibilities is to protect the public's safety and welfare. The Model Ordinance includes new provisions designed to better protect the public health and safety, including emergency notice and response standards.
- The compensation provisions in the Model Ordinance better reflect the value of the municipality's right-of-way. The municipality may choose among free gas for municipal facilities or annual cash payments.
- The Model Ordinance includes modern provisions relating to annual meetings with Nicor, capital improvement plans, information sharing, triggers for future amendments based on Model Ordinance terms subsequently agreed to by Nicor.
- By working together as the Consortium, the member municipalities have been able to negotiate with Nicor a new, standard franchise document that is clear, comprehensive, and protective of the interests of both the municipalities and the gas companies.

### Summary of Key Provisions of Model Ordinance

- **Term (Section 3).** The new franchise is for a term of 25 years (until January 1, 2041).
- **Effective Date and Consent Agreement (Section 15).** The effective date of the Model Ordinance will be as of January 1, 2016, even though the Ordinance will not be adopted

until after that date. The Ordinance must be adopted no later than March 1, 2016. However, as explained above, the Steering Committee urges each member to adopt the Ordinance in January 2016.

Within 90 days of the Effective Date (March 31, 2016), Nicor is required to execute the Consent Agreement attached to the Model Ordinance as Exhibit A. The purpose of this Consent Agreement is to ensure that Nicor is contractually bound to comply with the Model Ordinance.

- **Compensation for Use of Rights-of-Way (Section 5).** There are two options for compensation for Nicor's use of the public rights-of-way under the Model Ordinance.

The first option ("**Annual Payments**") is an annual lump sum payment that Nicor will make in cash to the municipality. The amount of the Annual Payment is based on the following formula -- generally described as the municipality's "**therm allocation**" times the "**gas cost per therm.**" A municipality's therm allocation is determined by the following parameters:

- 3.6 therms per person up to 10,000 of population
- 2.4 therms per person for the next 10,000 of population
- 1.2 therms per person for the next 80,000 of population
- 1.45 therms per person for the next 20,000 of population
- 1.8 therms per person for the population over 120,000

The gas cost per therm is the sum of (i) the actual three year average of the per therm cost of gas plus (ii) the then-current general gas service cost. Each member has been provided with the Annual Payment calculations based on the current population and gas cost per therm.

The second compensation option ("**Unbilled Gas**") is for the municipality to receive free gas for buildings, or parts thereof, used for municipal purposes. The maximum amount of free gas to be provided cannot exceed the municipality's therm allocation. Upon request, Nicor representatives will provide each municipality with historical usage information to assist in determining which compensation option is best.

Significantly, no later than March 1, 2016, each municipality must notify Nicor in writing whether it wants to receive Annual Payments or Unbilled Gas. If a municipality does not provide this required notice, it will receive Annual Payments. Thereafter, a municipality can change from Annual Payments to Unbilled Gas, or vice versa, every three years with notice to Nicor. If no notice of a change is provided to Nicor, the compensation option will remain unchanged for the subsequent three year period.

Annual Payments will be paid by Nicor during January of each year during the Term of the franchise, except for 2016 when the Annual Payments will be paid in March.

- **One-Time Renewal Payment (Section 5A1).** Each Consortium member adopting the Model Ordinance will receive a one-time cash renewal payment equal to 75 percent of the municipality's therm allocation multiplied by the gas cost per therm. These one-time renewal payments will be made by Nicor on or before March 31, 2016.

- **Municipal Regulations (Section 4B, 4C).** The Model Ordinance requires Nicor to utilize the public right-of-way in compliance with the Model Ordinance and with “Requirements of Law” – a term defined in the Model Ordinance (Section 1) as “any and all reasonable regulations which may now or hereafter be prescribed by general ordinance of the Municipality with respect to the use of the Public Right-of-Way or the conduct of Gas System Work”). This means that the Model Ordinance requires Nicor to comply with local, generally applicable right-of-way, building, and tree regulations.
- **Emergency Response (Section 4D).** The Model Ordinance requires Nicor to provide notice of emergencies to the municipality within 24 hours unless that is somehow not practicable. Nicor and the municipality will provide to each other emergency 24-hour contacts. Nicor is required to keep the municipality apprised of the status of the emergency and when the emergency has been resolved.
- **“Most Favored Nations” Clause (Section 7).** If Nicor enters into an agreement with another franchisor that includes compensation terms the municipality believes are more advantageous or protective than the provisions of the Model Ordinance, then the municipality can choose to incorporate those provisions into Model Ordinance.
- **Accounts and Records (Section 6).** The Model Ordinance requires Nicor to provide the municipality, upon request, with annual information on Nicor’s gross operating revenues within the municipality, broken down among various categories of users.
- **Insurance (Section 9).** The Model Ordinance requires Nicor to obtain and maintain various types of standard insurance against liabilities assumed under the Model Ordinance in the event that Nicor’s financial condition would significantly worsen to the extent that its stockholder equity falls below \$50 million.
- **Annual Meeting (Section 13).** The Model Ordinance requires Nicor to participate in an annual meeting upon the request of the municipality. The matters to be addressed at annual meetings include gas system work, current issues regarding Nicor’s use of the public right-of-way, efforts to promote energy efficiency and cost savings related to the use of gas supplied by Nicor, and anticipated capital improvement projects and coordination with the municipality related to those projects. Nicor and municipal representatives at annual meetings must have knowledge, experience, and authority to address and resolve issues discussed at the meeting. The Model Ordinance obligates the parties to work in good faith to resolve issues raised at the annual meetings.
- **Capital Improvement Plans and Information Sharing (Section 4E2).** The Model Ordinance requires Nicor to establish and maintain (and provide the municipality with access to) an information sharing platform for, among other things, capital improvement plans, gas system work, gas facility location information and maps, and work and maintenance status information.
- **Indemnification (Section 8).** The Model Ordinance contains mutual indemnification provisions. With regard to Nicor, these provisions require the gas company to protect the municipality against claims arising out of the gas company’s failure to comply with the Model Ordinance or any negligent, unlawful, or intentional wrongful acts related to work in and use of the public right-of-way.