

VILLAGE OF BARTLETT

BOARD AGENDA

FEBRUARY 7, 2017

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 and Committee Minutes – January 17, 2017
- *7. **BILL LIST:** February 7, 2017
8. **TREASURER'S REPORT:** None
9. **PRESIDENT'S REPORT:**
 1. Valerie Salmons Proclamation
 2. IL State Representative Christine Winger Resolution
 3. Congressional Presentation

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**

None
 - B. **BUILDING COMMITTEE, CHAIRMAN HOPKINS**

None
 - C. **FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE**
 1. Bluff City SSA 2016 Tax Levy Abatement
 - D. **LICENSE & ORDINANCE COMMITTEE, CHAIRMAN ARENDS**
 1. O'Hare's Pub and Restaurant Class J Liquor License
 2. O'Hare's Pub and Restaurant Amplifier Permit Request
 - E. **POLICE & HEALTH COMMITTEE, CHAIRMAN CARONARO**

None
 - F. **PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER**
 1. 2017 Motor Fuel Tax Project Resolution
 2. DuPage Water Commission Purchase and Sale Agreement
 3. DuPage Water Commission Intergovernmental Agreement Concerning Loan for Connection Facilities
 4. DuPage Water Commission Intergovernmental Agreement Concerning Loan for Capital Charge
13. **NEW BUSINESS:**
14. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
15. **ADJOURNMENT**



VILLAGE OF BARTLETT
BOARD MINUTES
January 17, 2017

1. CALL TO ORDER

President Wallace called the regular meeting of January 17, 2017 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: Trustee Arends (via webcam), Camerer, Carbonaro, Deyne, Hopkins, Reinke, and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Valerie Salmons, Assistant Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Interim Finance Director Todd Dowden, Community Development Director Jim Plonczynski, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Grounds Superintendent Kevin DeRoo, Chief Patrick Ullrich, Deputy Chief Chuck Snider, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giless.

3. INVOCATION - None

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

There were no additions to the Consent Agenda.

Trustee Camerer moved to approve the Consent Agenda and all items therein and that motion was seconded by Trustee Hopkins.



VILLAGE OF BARTLETT
BOARD MINUTES
January 17, 2017

ROLL CALL VOTE TO APPROVE THE CONSENT AGENDA AND ALL ITEMS THEREIN

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

NAYS: None

ABSENT: None

MOTION CARRIED

6. MINUTES - Covered and approved under the Consent Agenda

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

8. TREASURER'S REPORT

Interim Finance Director, Todd Dowden summarized that the Motor Fuel Tax distribution through October, 2016 totaled \$91,489 and represented an increase of 4.41%. Municipal Sales Tax Report through September, 2016 was \$206,205 and it represented an increase of 3.68%.

9. PRESIDENT'S REPORT - None

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Carbonaro asked the Treasurer if he had any idea how dismal things are going to become with the State.

Mr. Dowden stated that he has not heard anything recently with the budget running out and they have not said what will be on hold. The last time it happened it was mostly smaller items like the gaming tax and also the use tax which didn't affect them that much.

Administrator Salmons stated that what is affecting them is the holdup of the income tax. The State has notified them that we can anticipate a fairly significant reduction in income tax for the rest of this year. For our purposes that is about \$300,000 and about \$500,000 for next year's budget. It is not clear to her why but it has something to do with their accounting function and they hope to have it cleared up by 2018. She talked to the lobbyist today and he told her not to count on getting that money. They are putting the budget together accordingly.

11. TOWN HALL - None

12. STANDING COMMITTEE REPORTS

A. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that there was no report.



**VILLAGE OF BARTLETT
BOARD MINUTES
January 17, 2017**

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

Trustee Arends stated that there was no report.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that there was no report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer stated that there was no report.

13. NEW BUSINESS

Trustee Deyne reminded everyone that the Strategic Planning session is this Saturday at Bartlett Hills.

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

15. ADJOURNMENT

President Wallace stated that the Board will be going into the Committee of the Whole meeting immediately following the close of this meeting and then into Executive Session to discuss Personnel pursuant to Section 2(c)1 of the Open Meetings Act.

There being no further business to discuss, Trustee Camerer 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



**VILLAGE OF BARTLETT
BOARD MINUTES
January 17, 2017**

The meeting was adjourned at 7:06 p.m.

A handwritten signature in cursive script that reads 'Lorna Giles'.

Lorna Giles
Village Clerk



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
January 17, 2017**

President Wallace called the Committee of the Whole meeting to order at 7:06 p.m.

PRESENT: Trustee Arends (via webcam), Camerer, Carbonaro, Deyne, Hopkins, Reinke, and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Valerie Salmons, Assistant Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Interim Finance Director Todd Dowden, Community Development Director Jim Plonczynski, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Grounds Superintendent Kevin DeRoo, Chief Patrick Ullrich, Deputy Chief Chuck Snider, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

PUBLIC WORKS

Koehler Fields – Bartlett Little League Storage Shed

Trustee Camerer stated that Bartlett Little League is applying for a site plan amendment to add a 1,824 square foot storage shed.

Community Development Director Jim Plonczynski stated that they have Coaches Frank, Chris and Ken. They are requesting a storage shed on the Little League property in Koehler fields. Bartlett Little League rents facilities for the uniforms and equipment. They will save money by building a storage shed and putting it at this location near the parking lot and outside one of the fields. They will be pursuing an amendment to the existing site plan. Staff has reviewed it and they would like to forward it on to the Plan Commission for their review.

Trustee Deyne asked how it was being funded.

Coach Frank Schneider stated that they have funds from donations from various local businesses and money they have raised.

Trustee Deyne asked for an estimate of the cost to build.

Coach Schneider stated \$12,500.

Trustee Deyne stated that they are going into Strategic Planning on Saturday and there are some civic organizations that have requested funds from the Village. He thought it



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
January 17, 2017**

was commendable that they were able to raise that money based on the resources they had available and didn't have to ask the Village for additional funds.

Trustee Camerer asked if they were planning on having a concrete floor.

Coach Schneider stated "yes". He stated that they have intentions for electricity and a fire alarm panel with remote access as well as an alarm system. They may also need a small heater.

Trustee Arends emphasized that storing any food in there should be viewed as a termination of contract with them because it is an open field area and critters can get into buildings.

Coach Snyder stated that any food is kept in the concession area. They have had Kane County come out there and they were impressed with the cleanliness of it. They got a 96% rating which, according to him, was the highest rating he has ever given for an area like this.

Trustee Camerer stated that they will move this on to the Plan Commission for further review.

President Wallace stated that the Board will be going into Executive Session to discuss Personnel pursuant to Section 2(c)1 of the Open Meetings Act.

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

ROLL CALL VOTE TO ADJOURN

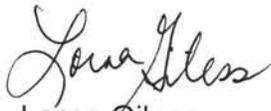
AYES: Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting adjourned at 7:15 p.m.


Lorna Gilles
Village Clerk

LG/

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/7/2017**

100-GENERAL FUND REVENUES

420230-BUILDING PERMITS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DRF TRUSTED PROPERTY SOLUTIONS	BUILDING PERMIT REFUND	40.00
1 LEAFGUARD CHICAGO LLC	BUILDING PERMIT REFUND	75.00
1 THD AT HOME SERVICES INC	BUILDING PERMIT REFUND	50.00
1 TUFF SHED INC	BUILDING PERMIT REFUND	45.00
INVOICES TOTAL:		210.00

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - FEB 2017	280,464.83
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - FEB 2017	14,982.96
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - FEB 2017	141.35
** 1 FIDELITY SECURITY LIFE	MONTHLY INSURANCE - FEB 2017	817.14
** 1 RONALD JOHNSON	DENTAL INSURANCE OVERPAYMENT	72.42
INVOICES TOTAL:		296,478.70

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	459.00
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	356.45
INVOICES TOTAL:		815.45

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	ANNUAL SUBSCRIPTION	202.80
INVOICES TOTAL:		202.80

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	44.73
INVOICES TOTAL:		44.73

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHERN ILLINOIS UNIVERSITY	STRATEGIC PLANNING SERVICES	1,000.00
INVOICES TOTAL:		1,000.00

543900-COMMUNITY RELATIONS

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/7/2017**

1 MEI LIN	TAX REFUND/SISTER CITY DELIVERY	70.16
	<u>INVOICES TOTAL:</u>	<u>70.16</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	13.67
** 1 THE DOGFATHER	VILLAGE BOARD DINNER	135.00
	<u>INVOICES TOTAL:</u>	<u>148.67</u>

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRYAN E MRAZ & ASSOC PC	PROFESSIONAL SERVICES	19,993.50
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	450.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	600.00
	<u>INVOICES TOTAL:</u>	<u>22,893.50</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	RUZICKA PARKING LOT ANALYSIS	777.00
1 CHRISTOPHER B BURKE ENG LTD	POTABLE WATER STUDY	12,975.26
1 CHRISTOPHER B BURKE ENG LTD	RUZICKA LOT PAVING/DRAINAGE	3,058.25
	<u>INVOICES TOTAL:</u>	<u>16,810.51</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	SPAULDING ROAD QUIET ZONE	1,866.00
	<u>INVOICES TOTAL:</u>	<u>1,866.00</u>

1210-LIABILITY INSURANCE

544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK	DECEMBER DEDUCTIBLES	16,230.48
	<u>INVOICES TOTAL:</u>	<u>16,230.48</u>

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	99.34
	<u>INVOICES TOTAL:</u>	<u>99.34</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/7/2017**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RYDIN DECAL	DOG TAGS/VENDOR DECALS	865.73
1 SPIRAL BINDING CO INC	REPORT COVERS/BINDING	182.64
1 WAREHOUSE DIRECT	PAPER/PAPER TOWELS/SUPPLIES	24.84
1 WAREHOUSE DIRECT	POST-IT NOTES/DESK FILES	61.46
1 WAREHOUSE DIRECT	TONER	248.79
INVOICES TOTAL:		1,383.46

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 U S POSTAL SERVICE	POSTAGE FOR METER	5,000.00
INVOICES TOTAL:		5,000.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY RECORDER	RECORDING FEES	41.00
INVOICES TOTAL:		41.00

1500-COMMUNITY DEVELOPMENT

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST SPOTLIGHT	ADVERTISING	300.00
INVOICES TOTAL:		300.00

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	63.09
INVOICES TOTAL:		63.09

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ROBERTA GRILL	CONFERENCE REGISTRATION	790.00
INVOICES TOTAL:		790.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS GIS ASSOCIATION	MEMBERSHIP DUES/S SPRADLING	60.00
1 ILLINOIS GIS ASSOCIATION	MEMBERSHIP DUES/K STONE	60.00
INVOICES TOTAL:		120.00

1600-BUILDING

532000-AUTOMOTIVE SUPPLIES

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/7/2017**

**	1 WEX BANK	FUEL PURCHASES	157.01
			INVOICES TOTAL: 157.01

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 LAW BULLETIN PUBLISHING CO	APPROVED STICKERS/REPORT FORMS	1,255.00	
1 TOSHIBA BUSINESS SOLUTIONS	COPIER MAINTENANCE SERVICE	194.77	
1 TOSHIBA BUSINESS SOLUTIONS	COPIER MAINTENANCE SERVICE	155.19	
1 WAREHOUSE DIRECT	POP-UP NOTES/SUPPLIES	72.54	
1 WAREHOUSE DIRECT	BUSINESS CARD FILE	18.37	
			INVOICES TOTAL: 1,695.87

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 KENNETH BURRIS	PLUMBING INSPECTOR ASSOC DUES	70.00	
			INVOICES TOTAL: 70.00

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 ADT SECURITY SERVICES	ALARM MONITORING SERVICE	44.45	
1 ILLINOIS DEPT OF AGRICULTURE	SCALE INSPECTION FEES	800.00	
1 MICROSYSTEMS INC	ARCHIVAL MICROFILM STORAGE	200.00	
1 PORTER LEE CORP	ANNUAL SOFTWARE SUPPORT	875.00	
1 PROSHRED NORTH	PAPER SHREDDING SERVICES	275.00	
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	720.66	
1 VERIZON WIRELESS	WIRELESS SERVICES	397.76	
			INVOICES TOTAL: 3,312.87

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	30.00
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	30.00
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	30.00
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	30.00
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	30.00
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	30.00
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	30.00
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	30.00
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	158.19
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	30.00
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	30.00
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	487.49

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/7/2017**

1	HOME DEPOT CREDIT SERVICES	HDTV/SUPPLIES	42.13
**	1 ILLINOIS SECRETARY OF	LICENSE PLATE RENEWAL FEE	101.00
1	SUBURBAN TIRE	VEHICLE MAINTENANCE	34.99
1	ULTRA STROBE COMMUNICATIONS INC	SIREN REPAIR	12.95
INVOICES TOTAL:			1,221.25

526050-VEHICLE SET UP

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	HDTV/SUPPLIES	2.98
1 RIVER RAND AUTO INC	HITCH & BALL FOR NEW CSO TRUCK	34.95
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT INSTALLATION	1,948.80
INVOICES TOTAL:		1,986.73

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	152.40
1 FLAGS USA INC	BARTLETT POLICE CUSTOM FLAG	139.00
1 HOME DEPOT CREDIT SERVICES	HDTV/SUPPLIES	179.99
1 MICHAEL KMIETK	LUTHER FOOD/SUPPLIES	125.78
1 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	145.77
1 TRI-TECH FORENSICS INC	SPECIMEN COLLECTION KITS	68.60
1 ULINE	EVIDENCE SUPPLIES	580.96
1 WAREHOUSE DIRECT	TONER	128.43
1 WAREHOUSE DIRECT	TONER	246.71
1 WAREHOUSE DIRECT	TONER	128.43
1 WAREHOUSE DIRECT	TONER	260.25
1 WCS PHOTOGRAPHY	SQUAD PHOTOS	89.00
INVOICES TOTAL:		2,245.32

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALEA	NAMEPLATES/SERVING SINCE BARS	135.00
1 RAY O'HERRON CO INC	UNIFORM ACCESSORIES/PROMOTIONS	925.22
INVOICES TOTAL:		1,060.22

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS-WEST	MONTHLY SUBSCRIPTION	186.46
INVOICES TOTAL:		186.46

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	7,948.33
INVOICES TOTAL:		7,948.33

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/7/2017**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STATE GRAPHICS	ENVELOPES	626.30
1 WAREHOUSE DIRECT	BINDERS/FOLDERS/CHAIRMAT	101.88
INVOICES TOTAL:		728.18

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	HDTV/SUPPLIES	2.48
INVOICES TOTAL:		2.48

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JIM DURBIN	TRAINING EXPENSES	44.40
1 GARY MITCHELL	TRAINING EXPENSES	44.40
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	50.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	200.00
1 NORTHERN IL CRITICAL INCIDENT	CLASS REGISTRATION FEES	2,700.00
1 TOPS IN DOG TRAINING	K-9 MAINTENANCE TRAINING	300.00
1 TRI-RIVER POLICE TRAINING	D.A.R.E. OFFICER TRAINING	750.00
INVOICES TOTAL:		4,088.80

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AED PROFESSIONALS	DEFIBRILLATOR TRAINING PADS	248.00
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	430.00
INVOICES TOTAL:		678.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE CO MAJOR CRIMES TASK FORCE	ANNUAL DUES	500.00
1 DUPAGE CO SENIOR POLICE MGMT ASSOC	MEMBERSHIP DUES/C SNIDER	35.00
1 DUPAGE CO SENIOR POLICE MGMT ASSOC	MEMBERSHIP DUES/G PRETKELIS	35.00
1 DUPAGE CO SENIOR POLICE MGMT ASSOC	MEMBERSHIP DUES/W NAYDENOFF	35.00
1 DUPAGE CO SENIOR POLICE MGMT ASSOC	MEMBERSHIP DUES/S YARWOOD	35.00
1 DUPAGE CO SENIOR POLICE MGMT ASSOC	MEMBERSHIP DUES/J DURBIN	35.00
1 DUPAGE CO SENIOR POLICE MGMT ASSOC	MEMBERSHIP DUES/K RYBASKI	35.00
1 INT'L ASSOC OF LAW ENFORCEMENT	ANNUAL MEMBERSHIP RENEWAL	85.00
INVOICES TOTAL:		795.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 TOWN & COUNTRY GARDENS	D.A.R.E. GRADUATIONS/PROMOTIONS	414.00
1 YOU'RE #1 INC	OPEN HOUSE GIVEAWAYS	327.43
1 YOU'RE #1 INC	OPEN HOUSE GIVEAWAYS	220.21
1 YOU'RE #1 INC	OPEN HOUSE GIVEAWAYS	137.56

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/7/2017**

INVOICES TOTAL: 1,099.20

544001-PRISONER DETENTION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VILLAGE SUDS STATION INC	DETENTION BLANKET CLEANING	33.05
		<u>INVOICES TOTAL: 33.05</u>

545100-EMERGENCY MANAGEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	2.10
		<u>INVOICES TOTAL: 2.10</u>

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEPHEN A LASER ASSOCIATES	POLICE OFFICER ASSESSMENT	550.00
1 METRO-WESTERN COOK	BACKGROUND CHECK FEES	252.00
		<u>INVOICES TOTAL: 802.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 TOWN & COUNTRY GARDENS	D.A.R.E. GRADUATIONS/PROMOTIONS	75.00
		<u>INVOICES TOTAL: 75.00</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CDW GOVERNMENT INC	OFFICE 2016	314.45
1 SHI	LAPTOP FOR PD COMMAND RV	2,350.00
		<u>INVOICES TOTAL: 2,664.45</u>

1800-STREET MAINTENANCE

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	95.92
1 UNIFIRST CORP	UNIFORM RENTAL	102.42
1 UNIFIRST CORP	UNIFORM RENTAL	102.42
		<u>INVOICES TOTAL: 300.76</u>

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PATTEN INDUSTRIES INC	WHEEL LOADER RENTAL	2,510.00
		<u>INVOICES TOTAL: 2,510.00</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	23.86

** Indicates pre-issue check.

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1 COMMONWEALTH EDISON CO	ELECTRIC BILL	304.47
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	161.41
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	26.97
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2,211.63
1 CONSTELLATION ENERGY	ELECTRIC BILL	80.14
1 MIDAMERICAN ENERGY SERVICES LLC	ELECTRIC BILL	9,714.67
1 NICOR GAS	GAS BILL	377.39
1 NICOR GAS	GAS BILL	1,004.42
1 NICOR GAS	GAS BILL	854.89
1 NICOR GAS	GAS BILL	1,382.40
INVOICES TOTAL:		16,142.25

526000-VEHICLE MAINTENANCE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BOB'S AUTO BODY INC	VEHICLE MAINTENANCE	75.00
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	1,353.27
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	6,991.60
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENT	1,378.08
INVOICES TOTAL:		9,797.95

527110-SVCS TO MAINTAIN TRAFFIC SIGS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COOK COUNTY TREASURER	TRAFFIC SIGNAL MAINTENANCE	350.25
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL/STREET LIGHT MAINT	1,001.00
1 STATE TREASURER	TRAFFIC SIGNAL MAINTENANCE	3,119.97
INVOICES TOTAL:		4,471.22

527112-SERVICE TO MAINTAIN STR LIGHTS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ELMUND & NELSON CO	STREET LIGHT WIRING REPAIRS	4,976.00
1 ELMUND & NELSON CO	STREET LIGHT WIRING REPAIRS	3,242.00
INVOICES TOTAL:		8,218.00

527130-SIDEWALK & CURB REPLACEMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 JAZ RODRIGUEZ	PUBLIC SIDEWALK REPLACEMENT	660.00
INVOICES TOTAL:		660.00

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	152.88
1 AIRGAS NORTH CENTRAL	MATERIALS & SUPPLIES	363.26
1 AIRGAS NORTH CENTRAL	MATERIALS & SUPPLIES	282.16
1 AUTOZONE INC	MAINTENANCE SUPPLIES	158.36
1 HOME DEPOT CREDIT SERVICES	MATERIALS/TOOLS/SUPPLIES	235.07
1 TRAFFIC CONTROL & PROTECTION INC	MATERIALS & SUPPLIES	628.50
1 TRAFFIC CONTROL & PROTECTION INC	MATERIALS & SUPPLIES	162.50

** Indicates pre-issue check.

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1 WEST SIDE ELECTRIC SUPPLY INC	FLUORESCENT LIGHTS	120.96
		INVOICES TOTAL: 2,103.69

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS/TOOLS/SUPPLIES	64.85
		INVOICES TOTAL: 64.85

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	8,129.83
		INVOICES TOTAL: 8,129.83

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGES/BATTERIES	80.93
1 WAREHOUSE DIRECT	STORAGE BOXES	29.25
1 WAREHOUSE DIRECT	LEGAL PADS/CLEANING SUPPLIES	21.46
1 WAREHOUSE DIRECT	BATH TISSUE/TRASH BAGS	396.19
		INVOICES TOTAL: 527.83

534230-SNOW PLOWING SALT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CARGILL INC - SALT DIVISION	ROAD SALT PURCHASE	3,372.20
1 CARGILL INC - SALT DIVISION	ROAD SALT PURCHASE	6,773.10
1 CARGILL INC - SALT DIVISION	ROAD SALT PURCHASE	10,301.86
		INVOICES TOTAL: 20,447.16

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTO TRUCK GROUP	EQUIPMENT MAINTENANCE SUPPLIES	60.45
1 AUTOZONE INC	MAINTENANCE SUPPLIES	930.00
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	35.76
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	36.99
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE	288.63
1 HOME DEPOT CREDIT SERVICES	MATERIALS/TOOLS/SUPPLIES	128.79
1 RUSSO'S POWER EQUIPMENT INC	EQUIPMENT MAINTENANCE SUPPLIES	181.90
1 RUSSO'S POWER EQUIPMENT INC	EQUIPMENT MAINTENANCE SUPPLIES	208.77
1 RUSSO'S POWER EQUIPMENT INC	EQUIPMENT MAINTENANCE SUPPLIES	11.13
1 WEST SIDE TRACTOR SALES CO	EQUIPMENT MAINTENANCE SUPPLIES	78.02
1 WEST SIDE TRACTOR SALES CO	EQUIPMENT MAINTENANCE SUPPLIES	222.36
1 WEST SIDE TRACTOR SALES CO	EQUIPMENT MAINTENANCE	152.00
1 WHOLESALE DIRECT INC	EQUIPMENT MAINTENANCE SUPPLIES	67.51
		INVOICES TOTAL: 2,402.31

534400-STREET MAINTENANCE MATERIALS

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

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1 CONTECH ENGINEERED SOLUTIONS LLC	LUMBER FOR BRIDGE REPAIRS	6,272.00
1 HAMPTON LENZINI AND RENWICK INC	PEDESTRIAN BRIDGE INSPECTION	1,450.50
1 TAPCO	MAINTENANCE SUPPLIES	433.48
1 WELCH BROS INC	GRAVEL PURCHASE	296.80
INVOICES TOTAL:		8,452.78

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS/TOOLS/SUPPLIES	107.31
INVOICES TOTAL:		107.31

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLIMATE PROS INC	OUTLET INSTALLATIONS	660.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS/TOOLS/SUPPLIES	538.88
INVOICES TOTAL:		1,198.88

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRESCENT ELECTRIC SUPPLY CO	LIGHTING SUPPLIES	223.20
INVOICES TOTAL:		223.20

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE MORTON ARBORETUM	ANNUAL MEMBERSHIP FEE	60.00
INVOICES TOTAL:		60.00

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	STORM SEWER PROJECT	2,081.26
1 WELCH BROS INC	MAINTENANCE SUPPLIES	36.56
INVOICES TOTAL:		2,117.82

2200-MFT EXPENDITURES

583082-STEARNES RD COUNTY CRK CULVRT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HR GREEN INC	STEARNES ROAD CULVERT	7,506.97
INVOICES TOTAL:		7,506.97

3000-DEBT SERVICE EXPENDITURES

523700-AGENTS FEES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELLS FARGO BANK	AGENT FEES/SERIES 2009	250.00

** Indicates pre-issue check.

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INVOICES TOTAL: 250.00

4000-CAPITAL PROJECTS EXPENDITURES

583072-NORTH/ PROSP STORMWTR DETENTIO

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 V3 COMPANIES	BARTLETT FLOOD CONTROL BASIN	3,230.00
INVOICES TOTAL:		<u>3,230.00</u>

4200-MUNICIPAL BLDG PROJECTS EXP

585058-2016 POLICE STATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	ENVIRONMENTAL SITE ASSESSMENT	1,600.00
1 WILLIAMS ARCHITECTS	POLICE STATION STUDY	20,997.83
INVOICES TOTAL:		<u>22,597.83</u>

4300-DEVELOPER DEPOSITS EXPENDITURE

585000-LOC DRAW PROJECTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MACKIE CONSULTANTS LLC	HERONS LANDING DETENTION POND	1,267.50
INVOICES TOTAL:		<u>1,267.50</u>

585044-STREET GARAGE BLDG ADDITION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS/TOOLS/SUPPLIES	73.95
1 SCHRAMM CONSTRUCTION CORPORATION	PUBLIC WORKS EXPANSION PROJECT	6,193.50
INVOICES TOTAL:		<u>6,267.45</u>

430000-DEVELOPER DEPOSITS FUND

261338-PREMIER DESIGN

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PREMIER DESIGN AND BUILD GROUP	TRAILER BOND REFUND	500.00
INVOICES TOTAL:		<u>500.00</u>

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHN T CLERY P.C.	VBR BOND REFUND	250.00
1 BRIAN MASTRANGELI	VBR BOND REFUND	500.00
1 DORI ZAMARRIPA	VBR BOND REFUND	500.00
INVOICES TOTAL:		<u>1,250.00</u>

270374-BARTLETT RIDGE

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

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1 HAMPTON LENZINI AND RENWICK INC	BARTLETT RIDGE SUBDIVISION	4,492.00
INVOICES TOTAL:		4,492.00

4800-BREWSTER CREEK TIF MUN ACC EXP

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAW BULLETIN PUBLISHING CO	ADVERTISING	625.00
INVOICES TOTAL:		625.00

5000-WATER OPERATING EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	36.51
1 UNIFIRST CORP	UNIFORM RENTAL	43.01
1 UNIFIRST CORP	UNIFORM RENTAL	43.01
INVOICES TOTAL:		122.53

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AQUA BACKFLOW INC	CROSS CONNECTION CONTROL PROGRAM	656.70
1 JULIE INC	QUARTERLY SERVICE FEES	894.22
INVOICES TOTAL:		1,550.92

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	JANUARY 2017 BILLING	424.44
INVOICES TOTAL:		424.44

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	34.59
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	42.79
1 CONSTELLATION ENERGY	ELECTRIC BILL	4,284.79
1 CONSTELLATION ENERGY	ELECTRIC BILL	11,067.27
1 NICOR GAS	GAS BILL	400.00
1 NICOR GAS	GAS BILL	306.86
1 NICOR GAS	GAS BILL	57.13
INVOICES TOTAL:		16,193.43

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ZIMMERMAN FORD INC	VEHICLE MAINTENANCE SUPPLIES	75.29
INVOICES TOTAL:		75.29

** Indicates pre-issue check.

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527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	GRAVEL PURCHASE	296.80
		<u>INVOICES TOTAL: 296.80</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HD SUPPLY WATERWORKS LTD	REPAIR CLAMP	109.05
		<u>INVOICES TOTAL: 109.05</u>

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS/TOOLS/SUPPLIES	361.74
		<u>INVOICES TOTAL: 361.74</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	1,013.08
		<u>INVOICES TOTAL: 1,013.08</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGES/BATTERIES	80.94
1 WAREHOUSE DIRECT	STORAGE BOXES	29.25
1 WAREHOUSE DIRECT	LEGAL PADS/CLEANING SUPPLIES	21.47
1 WAREHOUSE DIRECT	BATH TISSUE/TRASH BAGS	396.19
		<u>INVOICES TOTAL: 527.85</u>

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	JANUARY BILLS POSTAGE	1,638.28
		<u>INVOICES TOTAL: 1,638.28</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BATTERIES PLUS	BATTERIES	63.95
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	35.77
1 HOME DEPOT CREDIT SERVICES	MATERIALS/TOOLS/SUPPLIES	29.42
1 WEST SIDE TRACTOR SALES CO	EQUIPMENT MAINTENANCE SUPPLIES	78.02
		<u>INVOICES TOTAL: 207.16</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLIMATE PROS INC	OUTLET INSTALLATIONS	660.00
		<u>INVOICES TOTAL: 660.00</u>

** Indicates pre-issue check.

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541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SOUTHERN IL UNIVERSITY-EDWARDSVILLE	TRAINING REGISTRATION FEES	600.00
INVOICES TOTAL:		600.00

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREGORY WILDERMUTH	REFUND/WATER BILL OVERPAYMENT	120.31
INVOICES TOTAL:		120.31

5100-SEWER OPERATING EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
INVOICES TOTAL:		198.66

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JULIE INC	QUARTERLY SERVICE FEES	894.23
INVOICES TOTAL:		894.23

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTRAL CONTRACTORS SERVICE INC	EQUIPMENT RENTAL	1,350.00
INVOICES TOTAL:		1,350.00

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	JANUARY 2017 BILLING	424.44
INVOICES TOTAL:		424.44

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	301.95
1 CONSTELLATION ENERGY	ELECTRIC BILL	288.80
1 CONSTELLATION ENERGY	ELECTRIC BILL	371.35
1 NICOR GAS	GAS BILL	72.94
1 NICOR GAS	GAS BILL	18.23
1 NICOR GAS	GAS BILL	24.71
1 NICOR GAS	GAS BILL	452.66
1 NICOR GAS	GAS BILL	92.99
1 NICOR GAS	GAS BILL	45.07

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1 NICOR GAS	GAS BILL	25.40
1 NICOR GAS	GAS BILL	97.02
1 NICOR GAS	GAS BILL	53.01
1 NICOR GAS	GAS BILL	28.17
1 NICOR GAS	GAS BILL	24.84
1 NICOR GAS	GAS BILL	82.62
INVOICES TOTAL:		1,979.76

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	4,371.75
INVOICES TOTAL:		4,371.75

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTO TRUCK GROUP	VEHICLE MAINTENANCE SUPPLIES	165.85
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	875.83
INVOICES TOTAL:		1,041.68

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	KEYS/TAGS	17.30
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	152.89
1 HOME DEPOT CREDIT SERVICES	MATERIALS/TOOLS/SUPPLIES	203.45
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	1,250.13
1 TERRACE SUPPLY COMPANY	MATERIALS & SUPPLIES	194.76
1 USA BLUE BOOK	MATERIALS & SUPPLIES	57.22
INVOICES TOTAL:		1,875.75

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	2,405.81
INVOICES TOTAL:		2,405.81

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	HARDWARE SUPPLIES	158.30
1 GRAINGER	TOOLS/SUPPLIES	223.98
1 HOME DEPOT CREDIT SERVICES	MATERIALS/TOOLS/SUPPLIES	103.87
INVOICES TOTAL:		486.15

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FULLIFE SAFETY CENTER	SAFETY GLOVES	479.21
INVOICES TOTAL:		479.21

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532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	102.65
** 1 WEX BANK	FUEL PURCHASES	1,438.99
INVOICES TOTAL:		1,541.64

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGES/BATTERIES	80.94
1 WAREHOUSE DIRECT	STORAGE BOXES	29.26
1 WAREHOUSE DIRECT	TONER/STORAGE BOXES/SUPPLIES	328.95
1 WAREHOUSE DIRECT	PENS	75.72
1 WAREHOUSE DIRECT	BINDERS	69.90
1 WAREHOUSE DIRECT	EXPANSION FOLDERS	53.66
1 WAREHOUSE DIRECT	LEGAL PADS/CLEANING SUPPLIES	21.47
INVOICES TOTAL:		659.90

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	JANUARY BILLS POSTAGE	1,638.27
INVOICES TOTAL:		1,638.27

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	35.77
1 GASVODA & ASSOC INC	EQUIPMENT MAINTENANCE SUPPLIES	785.67
1 GASVODA & ASSOC INC	EQUIPMENT MAINTENANCE SUPPLIES	1,741.59
1 HOME DEPOT CREDIT SERVICES	MATERIALS/TOOLS/SUPPLIES	78.20
1 LIONHEART CRITICAL POWER	EQUIPMENT REPAIRS	586.75
1 USA BLUE BOOK	EQUIPMENT MAINTENANCE SUPPLIES	43.28
1 WEST SIDE ELECTRIC SUPPLY INC	LIGHTING SUPPLIES	103.30
1 WEST SIDE ELECTRIC SUPPLY INC	LIGHTING SUPPLIES	21.96
1 WEST SIDE ELECTRIC SUPPLY INC	LIGHTING SUPPLIES	87.90
1 WEST SIDE TRACTOR SALES CO	EQUIPMENT MAINTENANCE SUPPLIES	78.02
INVOICES TOTAL:		3,562.44

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS/TOOLS/SUPPLIES	170.11
1 MIDWEST MECHANICAL	HEATING UNIT REPAIRS	1,086.89
1 WEST SIDE ELECTRIC SUPPLY INC	LIGHTING SUPPLIES	46.38
INVOICES TOTAL:		1,303.38

510000-SEWER FUND

200504-FRWRD PAYABLE

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

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1 FRWRD

KANE COUNTY SEWER TREATMENT	52.11
INVOICES TOTAL:	52.11

5190-SEWER CAPITAL PROJECTS EXP

582023-PHOSPHORUS REMOVAL SYSTEM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STRAND ASSOCIATES INC	WASTEWATER FACILITY PLAN UPDATE	774.99
1 STRAND ASSOCIATES INC	PHOSPHORUS REMOVAL REPORT	657.63
	INVOICES TOTAL:	1,432.62

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	42.57
1 UNIFIRST CORP	MATS	12.00
	INVOICES TOTAL:	54.57

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	248.80
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	85.84
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	107.82
1 CONSTELLATION ENERGY	ELECTRIC BILL	728.66
1 CONSTELLATION ENERGY	ELECTRIC BILL	86.91
1 NICOR GAS	GAS BILL	393.33
1 NICOR GAS	GAS BILL	86.76
	INVOICES TOTAL:	1,738.12

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOMATED PARKING TECHNOLOGIES LLC	DIGITAL RECEIPT PAPER	339.20
1 BATTERIES PLUS	BATTERIES	29.98
1 BATTERIES PLUS	BATTERIES	12.95
	INVOICES TOTAL:	382.13

570200-BLDG & GROUNDS IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	CLEANING SERVICES	64.40
1 CINTAS CORPORATION	CLEANING SERVICES	64.40
1 CINTAS CORPORATION	CLEANING SERVICES	64.40
	INVOICES TOTAL:	193.20

5500-GOLF PROGRAM EXPENSES

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/7/2017**

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	92.30
1 CINTAS FIRE PROTECTION	ALARM SYSTEM INSPECTION	605.00
1 TOM NEWMAN INC	SIMULATOR AGREEMENT	1,653.00
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	349.78
INVOICES TOTAL:		2,700.08

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	1,553.19
1 CONSTELLATION ENERGY	ELECTRIC BILL	38.27
INVOICES TOTAL:		1,591.46

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUPPLYWORKS	TRASH BAGS/BATH TISSUE/SOAP	219.08
INVOICES TOTAL:		219.08

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SIR SPEEDY	ENVELOPES	35.00
INVOICES TOTAL:		35.00

534333-PURCHASES - GOLF CLUBS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COBRA PUMA GOLF INC	GOLF CLUB	105.84
INVOICES TOTAL:		105.84

534335-PURCHASES - MISC GOLF MDSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE ANTIGUA GROUP INC	MISC. GOLF MERCHANDISE	425.02
1 THE ANTIGUA GROUP INC	MISC. GOLF MERCHANDISE	158.08
1 ST ANDREWS PRODUCTS CO	MISC. GOLF MERCHANDISE	113.42
INVOICES TOTAL:		696.52

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STATE FIRE MARSHAL	EQUIPMENT INSPECTION	70.00
INVOICES TOTAL:		70.00

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KLUBER ARCHITECTS & ENGINEERS	HVAC UNIT REPLACEMENT	1,400.00
INVOICES TOTAL:		1,400.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/7/2017**

5510-GOLF MAINTENANCE EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	UNIFORM RENTAL	33.59
1 CINTAS CORPORATION	UNIFORM RENTAL	33.59
1 CINTAS CORPORATION	UNIFORM RENTAL	33.59
1 CINTAS CORPORATION	UNIFORM RENTAL	33.59
INVOICES TOTAL:		134.36

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	517.74
1 CONSTELLATION ENERGY	ELECTRIC BILL	12.76
INVOICES TOTAL:		530.50

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IST AYD CORP	HAND SOAP/CLEANING SUPPLIES	148.10
1 AUTOZONE INC	OIL FILTERS	6.98
1 AUTOZONE INC	ROTORS/BRAKE PADS	119.99
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	942.20
1 R & R PRODUCTS INC	EQUIPMENT MAINTENANCE SUPPLIES	423.00
1 R & R PRODUCTS INC	EQUIPMENT MAINTENANCE SUPPLIES	201.95
1 REINDERS INC	EQUIPMENT MAINTENANCE SUPPLIES	624.42
1 VALLEY HYDRAULIC SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	27.83
INVOICES TOTAL:		2,494.47

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS/TOOLS/SUPPLIES	693.66
INVOICES TOTAL:		693.66

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRE PROTECTION	SMOKE DETECTORS/ALARM REPAIRS	1,082.00
INVOICES TOTAL:		1,082.00

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST ASSOC OF GOLF COURSE	MEETING REGISTRATION FEE	30.00
1 UNIVERSITY OF ILLINOIS	COMMERCIAL PESTICIDE TRAINING	50.00
INVOICES TOTAL:		80.00

5560-GOLF RESTAURANT EXPENSES

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/7/2017**

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	40.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	187.29
INVOICES TOTAL:		227.29

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	127.43
1 CONSTELLATION ENERGY	ELECTRIC BILL	258.87
1 CONSTELLATION ENERGY	ELECTRIC BILL	6.38
INVOICES TOTAL:		392.68

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	CLEANING EQUIPMENT	215.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	26.70
INVOICES TOTAL:		241.70

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	231.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	15.00
1 GRECO AND SONS INC	FOOD PURCHASE	99.80
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	50.40
INVOICES TOTAL:		396.20

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 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	187.29
1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	262.86
1 MICKEY'S LINEN	LINEN SERVICES	112.65
1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	56.63
1 MICKEY'S LINEN	LINEN SERVICES	196.35
1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	28.66
1 MICKEY'S LINEN	LINEN SERVICES	36.15
1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	114.73
INVOICES TOTAL:		1,079.32

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/7/2017**

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE KNOT INC	ADVERTISING	1,402.50
INVOICES TOTAL:		1,402.50

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	258.87
1 CONSTELLATION ENERGY	ELECTRIC BILL	6.38
INVOICES TOTAL:		265.25

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	CLEANING EQUIPMENT	215.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	61.38
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	15.49
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	120.87
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	26.71
1 MLA WHOLESALE INC	FLOWERS	117.95
INVOICES TOTAL:		557.40

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	19.64
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	1,298.36
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	267.41
1 GRECO AND SONS INC	FOOD PURCHASE	20.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	129.21
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	188.91
1 NEW ALBERTSONS INC	FOOD PURCHASES	223.48
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	151.19
1 TURANO BAKING CO	FOOD PURCHASE	82.04
INVOICES TOTAL:		2,380.24

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO OFFICE TECHNOLOGY GROUP	COPIER MAINTENANCE SERVICE	16.43
1 SIMPLEXGRINNELL	FIRE ALARM MAINTENANCE AGREEMENT	833.83
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	306.63
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	255.00
INVOICES TOTAL:		1,411.89

522700-COMPUTER SERVICES

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/7/2017**

1 COMCAST	VPN SERVICE	234.85
1 COMCAST	VPN SERVICE	289.85
1 COMCAST	VPN SERVICE	84.90
1 COMCAST	VPN SERVICE	134.85
1 SOLARWINDS	KIWI SYSLOG MAINTENANCE RENEWAL	106.00
1 VISION TECHNOLOGY SOLUTIONS LLC	ANNUAL FEE/SUBSCRIPTION SERVICES	5,292.00
INVOICES TOTAL:		6,142.45

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	193.00
1 AUTOMATIC BUILDING CONTROLS LLC	BUILDING MAINTENANCE SERVICES	507.50
1 CINTAS CORPORATION	CLEANING SERVICES	92.48
1 CINTAS CORPORATION	CLEANING SERVICES	198.50
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - JAN 2017	2,705.00
1 MIDWEST MECHANICAL	FAN MOTOR REPAIRS	1,734.41
1 UNIFIRST CORP	MATS	41.80
1 UNIFIRST CORP	MATS	41.80
INVOICES TOTAL:		5,514.49

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AT&T	TELEPHONE BILL	139.76
1 CALL ONE	TELEPHONE BILL	18.28
1 PAETEC	TELEPHONE BILL	497.54
INVOICES TOTAL:		655.58

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	747.91
1 CONSTELLATION ENERGY	ELECTRIC BILL	73.84
1 NICOR GAS	GAS BILL	1,454.79
1 NICOR GAS	GAS BILL	425.35
INVOICES TOTAL:		2,701.89

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	100.90
** 1 THE DOGFATHER	RETIREMENT LUNCHEON	671.81
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	140.16
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	16.86
1 WAREHOUSE DIRECT	PAPER/PAPER TOWELS/SUPPLIES	717.69
1 WAREHOUSE DIRECT	KLEENEX/HAND SANITIZER	269.02
1 WAREHOUSE DIRECT	ZIPLOC BAGS	35.24
INVOICES TOTAL:		1,951.68

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/7/2017**

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BATTERIES PLUS	BATTERIES	34.90
1 BATTERIES PLUS	BATTERIES	139.60
1 BATTERIES PLUS	BATTERIES	34.90
INVOICES TOTAL:		209.40

7000-POLICE PENSION EXPENDITURES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REIMER DOBROVOLNY & KARLSON LLC	LEGAL SERVICES	1,378.56
INVOICES TOTAL:		1,378.56

GRAND TOTAL: 622,050.99

GENERAL FUND	483,356.05
MOTOR FUEL TAX FUND	7,506.97
DEBT SERVICE FUND	250.00
CAPITAL PROJECTS	3,230.00
MUNICIPAL BUILDING FUND	22,597.83
DEVELOPER DEPOSITS FUND	13,776.95
BREWSTER CREEK TIF MUN ACCT	625.00
WATER FUND	23,900.88
SEWER FUND	25,697.80
PARKING FUND	2,368.02
GOLF FUND	18,775.55
CENTRAL SERVICES FUND	18,587.38
POLICE PENSION FUND	1,378.56
GRAND TOTAL	622,050.99

**A PROCLAMATION RECOGNIZING VILLAGE ADMINISTRATOR
VALERIE SALMONS' SERVICE TO THE VILLAGE OF BARTLETT**

WHEREAS, Valerie Salmons began her 35 years of distinguished service in the Village of Bartlett in 1982, when she became the first full-time administrator; and

WHEREAS, Valerie's early years were defined by her skillful management of an unprecedented housing boom and thoughtful ramping up of corresponding services for residents, strengthening our building codes, including working with public partners on a developer donation ordinance to ensure safe and sustainable development; and

WHEREAS, working under the direction of 37 different elected officials in Bartlett and with the support of a professional municipal staff, Salmons also fostered economic development and broadened the commercial tax base, changing the face of downtown, completing many successful commercial projects for the Route 59 corridor and guiding the development of Brewster Creek Business Park, Bluff City Industrial Park and Blue Heron Business Park; and

WHEREAS, her leadership of the municipal staff and in particular the management team built an organization committed to the highest ethical and customer service standards; and

WHEREAS, her introduction of a 5-year capital improvement program in the Village helped to ensure that Bartlett's infrastructure always kept pace with the Village's growth while keeping costs down for street, water, sewer and other projects; and

WHEREAS, the Strategic Planning process, which Valerie also implemented, was a vital tool for the sound budgeting and careful fiscal management that has been a hallmark of her tenure at Village Hall; and

WHEREAS, her appointment in 1990 as the first female member of the Illinois Law Enforcement Training and Standards Board went hand-in-hand with the high bar she set locally for public safety programs, such as helping the Bartlett Police Department implement a new canine unit, placing a liaison officer at Bartlett High School, and seeing the police department awarded with its first Commission on Accreditation for Law Enforcement Agencies in 1997 and earning re-accreditation six additional times since then; and

WHEREAS, Administrator Salmons' day-to-day decisions as well as the intermittent challenges she faced were always influenced by and had to pass the test of "what is best" for Bartlett residents and business owners; and

WHEREAS, during the 35 plus years that Valerie has served, shaped and lived in this Village, her dedication and love for this distinctive community that is Bartlett has never, ever wavered;

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, offer our sincere thank you to Valerie Salmons for her time and her service. We are proud to have had you as our administrator and hope that your years ahead include health, happiness and an enduring friendship with the Village of Bartlett.

Dated this 7th day of February, 2017



Kevin Wallace, Village President



Agenda Item Executive Summary

Item Name Bluff City SSA 2016 Tax Levy Abatement Committee or Board Board

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund

EXECUTIVE SUMMARY

The 2016 levy requirement in the bond ordinance is \$1,507,750. The estimated interest rate is 4.79%. Principal to be paid totals \$925,000. In addition, there is approximately \$273,913 remaining in the unlimited ad valorem tax account that can be used for next year's debt service. The end result is that the levy requirement is \$1,038,778.

ATTACHMENTS (PLEASE LIST)

Finance Memo 2017-02 dated January 25, 2017

Ordinance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Ordinance Number 2017-_____ An Ordinance abating certain 2016 tax levies of the Village of Bartlett for Special Service Area Number One (Bluff City).

Staff: Todd Dowden/Acting Finance Director Date: 01/25/2017

Village of Bartlett
Finance Department Memo
2017 - 02

DATE: January 25, 2017
TO: Valerie Salmons, Village Administrator
FROM: Todd Dowden, Acting Finance Director 
SUBJECT: Bluff City SSA 2016 Tax Levy Abatement

Attached is an ordinance to abate a portion of the 2016 tax levy for the Bluff City Special Service Area. In July 2004, the Village Board Adopted an ordinance for a \$16.6 million bond sale to finance public improvements in the Bluff City Industrial Park. That ordinance provided for the annual levy of taxes against property in the Special Service Area only to pay the debt service on the bonds.

The bonds are variable rate bonds with a maximum interest rate of 9%. The levy specified in the bond ordinance presumes the maximum rate. Each year, there is a formula to estimate how much will actually be required for interest payments for the coming year. If the amount of the estimated interest payments is less than 9%, an abatement ordinance will be presented to the Board to reduce that year's levy.

The 2016 levy requirement in the bond ordinance is \$1,507,750. The estimated interest rate is 4.79%. Principal to be paid totals \$925,000. In addition, there is approximately \$273,913 remaining in the unlimited ad valorem tax account that can be used for next year's debt service. The end result is that the levy requirement is \$1,038,778. The attached abatement ordinance will reduce the 2016 levy to the required \$1,038,778.

MOTION: I MOVE TO APPROVE ORDINANCE 2017-_____ AN ORDINANCE ABATING CERTAIN 2016 TAX LEVIES OF THE VILLAGE OF BARTLETT FOR SPECIAL SERVICE AREA NUMBER ONE (BLUFF CITY).

ORDINANCE 2017 - _____

**AN ORDINANCE ABATING CERTAIN 2016 TAX LEVIES
OF THE VILLAGE OF BARTLETT FOR SPECIAL SERVICE
AREA NUMBER ONE (BLUFF CITY)**

WHEREAS, on July 6, 2004, the President and Board of Trustees of the Village of Bartlett heretofore adopted Ordinance 2004-91:

An Ordinance providing for the issue of \$16,600,000 Special Service Area Number One (Bluff City) Unlimited Ad Valorem Tax Variable Rate Demand Bonds, Series 2004, and for the levy and collection of direct annual tax for the payment of the principal of and interest on said bonds ("Ordinance 2004-91"); and

WHEREAS, on August 24, 2004, a Bond Order, Notification of Sale and Direction for Levy of Taxes (the "Bond Order") was filed with the Tax Extension Division of the Office of the County Clerk of Cook County, which set forth on Exhibit A attached thereto, the specific terms of the bonds and the levy of taxes to pay principal and interest on the bonds issued pursuant to Ordinance 2004-91; and

WHEREAS Exhibit A to the Bond Order directed the County Clerk of Cook County to extend for the year 2016 a tax sufficient to produce the sum of \$1,507,750.00 for principal and interest to and including December 1, 2017 when the said payment comes due; and

WHEREAS, the President and Board of Trustees have determined that the maximum interest rate on the bonds for 2017 will be 4.79%, resulting in total debt service requirement of \$1,312,691.00 for principal and interest to and including December 1, 2017; and

WHEREAS, the President and Board of Trustees have determined that there will be on hand in the Unlimited Ad Valorem Tax Fund of the Bluff City Special Service Area funds to pay \$273,913.00 for such principal and interest when the said payment comes due;

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

SECTION ONE: That \$468,972 of the tax levy for 2016 in the amount of \$1,507,750.00 for principal and interest to and including December 1, 2017, set forth in Exhibit A of the Bond Order of the Village of Bartlett, be and the same is hereby abated, leaving \$1,038,778 of the tax levy for 2016 to be levied for principal and interest to and including December 1, 2017, as set forth in Exhibit A of the Bond Order.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: February 7, 2017

APPROVED: February 7, 2017

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2017 - _____ enacted on February 7, 2017, and approved on February 7, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

Memorandum

To: Valerie L. Salmons, Village Administrator
From: Paula Schumacher, Assistant Village Administrator
Date: 1/30/2017
Re: O'Hare's Pub and Restaurant Class J Liquor License Application

O'Hare's Pub and Restaurant has requested a Class J liquor license to sell alcohol at a St. Patrick's Day Weekend special event on March 17-18, 2017 from 6:00 p.m. to 11:00 p.m. O'Hare's Pub and Restaurant is located at 207 S. Main Street.

The Village Board created the Class J liquor license for special events that enables organizations that currently hold a Bartlett liquor license for the sale and consumption of alcohol to hold an off premise special event liquor license on a limited basis. The license restricts the special event to a six hour time frame between the hours of noon and 11:00 p.m. if held on a Friday or Saturday. The location is also restricted to property adjacent to the premises or in the same commercial center in which the licensee's business is located. In 2013, the Village Board amended the license to allow for two days per year.

The Class J license is issued by the Liquor Commissioner with the consent of the Village Board. Like our other special event liquor licenses, this license is issued per event and the number is not created by ordinance.

Proof of insurance and written permission from the owner of the property where the event will take place is also required. The appropriate certificate of insurance has been submitted by the applicant. The certificate has been reviewed and approved by the Village Attorney.

MOTION

I move to approve the Class J liquor license application submitted by O'Hare's Pub and Restaurant for a special event from 6:00 p.m. to 11:00 p.m. on March 17-18, 017.

~~MARCH 17~~ MAIN
Friday

100
1550

VILLAGE OF BARTLETT
CLASS J LIQUOR LICENSE APPLICATION

DATE: J
FEE: \$100.00 Per Year

The Class J license (as defined in Section 3-3-2-12), which allows a licensee who holds a Class A, A extended, B, F, and/or G liquor license that has been issued by the Village of Bartlett local Liquor Control Commissioner (the "local Liquor Control Commissioner") to sell and offer for sale, at retail, alcoholic liquor for use and consumption, but not for resale in any form, only at the location and on the specific date or dates designated for the "special event" as defined below, I and as set forth in the license, subject to the restrictions set forth below:

Hours of Operation:

1. Not to exceed six (6) hours within a period of twenty-four (24) hours;
2. Within the following time limits:

Sunday – Thursday	from 12:00 noon until 9:00pm
Friday – Saturday	from 12:00 noon until 11:00pm

A Class J license may be issued at anytime by Local Liquor Control Commissioner with the approval of the Board of Trustees, and shall be issued for a specific time period, not to exceed six (6) consecutive hours in any one day, per licensee, per authorized location, and not to exceed two (2) days in any twelve (12) month period, whether held on two (2) successive days constituting a single special event covered by the issuance of a single Class J Liquor License, or two (2) separate days not in succession, each of which shall constitute a separate special event and each requiring a separate Class J license.

The undersigned hereby makes application for a Class J Liquor License and hereby certifies to the following facts:

Name of Business: O'Hare's Pub & Restaurant

Mailing Address of Business: 207 S. Main Street

Contact Name: Peggy O'Hare Vance Telephone Number: 734-646-2942

Date of Event: March 17, 2017 - March 18, 2017

Times of event (include am/pm): 5 PM to 11 PM

Certificate of Insurance in compliance with Section 3-3-6 of the Bartlett Liquor Control Ordinance ^{mw} MUST be attached.

Location: The location shall be as designated on the license. Locations shall be limited to property that is located adjacent to the premises and/or in the same commercial center in which the licensee's business for which licensee has been granted his, hers or its respective Class A, A extended, B, F and/or G liquor license by the local Liquor Control Commissioner, is located. In the event licensee does not own said adjacent property or the commercial center, licensee must furnish proof that the owner of said property has granted licensee the right to use and occupy the property on which the special event will take place for the time period and purposes of the event in the form of a written lease agreement, license agreement and/or other written agreement authorizing said special event to take place on his, her or its property acceptable to the local Liquor Control Commissioner.

Definition: "Special event" as used herein means an event involving the sale and/or offer for sale of alcohol during the time period on the date(s) and at the location specified on the Class J Liquor License. A special event retailer licensee for the purposes of this section includes for profit business entities.

AFFIDAVIT

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

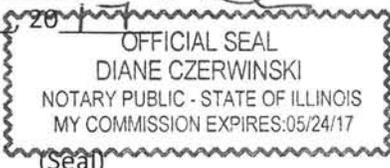
The undersigned swears (of affirms) that the Corporation in whose name this application is made will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the laws of the State of Illinois or the United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief.

Margaret M. O'Hare Vance President*
Signature

Secretary
Signature

Subscribed and sworn by Margaret O'Hare Vance
before me this 10th day of January, 2017

[Signature]
Notary Public



*If the signatory is someone other than the President, said signatory shall attach a copy of the corporate resolution authorizing said signatory to sign on behalf of the Corporation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Quantum Insurance Group/Rotta Morrison LLC 4919 Main Street Downers Grove, IL 60515	CONTACT NAME: Sandy Kolaczowski	PHONE (A/C, No, Ext): 630-969-4200	FAX (A/C, No): 630-271-1378
		E-MAIL ADDRESS: sandy@4919main.com	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED	O'hare & Vance Enterprises Inc DBA The O'hare Pub and Restaurant 318 Mansfield Ct Bartlett, IL 60103-5028	INSURER A: Spriska Brokerage		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: 00000000-265971 REVISION NUMBER: 29

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL'SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTC <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Liquor Liability		1020135911	09/26/2016	09/26/2017	Policy Coverages/Fe 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Village of Bartlett, its Local Liquor Commissioner, President and Board of Trustees, all of its elected or appointed officials, employees and any volunteer while acting on behalf of the Village and the licensee are named as additional insureds.

Event dates: March 16th, 17th and 18th, 2017

CERTIFICATE HOLDER

Village of Bartlett
228 S Main Street
Bartlett, IL 60103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Marin

(SAK)

HORIZON REALTY SERVICES, INC.

1130 Lake Cook Road, Suite 280 • Buffalo Grove, Illinois 60089
Tel 847-870-8585 • Fax 847-870-1888

www.horizonrealtyservices.com

January 11, 2017

Village of Bartlett

Please let this letter confirm that ownership and management of Bartlett Town Center is supportive of O'Hares Irish Pub plan to erect a tent for the St. Patrick's Day weekend, March 17-18 for 6pm to 11pm only. The tent shall be in conformance with all Village requirements.

Regards,

A handwritten signature in cursive script, appearing to read "Barry J. Millman".

Barry J. Millman

Principal

COMMUNITY DEVELOPMENT MEMORANDUM

17-012

DATE: January 18, 2017
TO: Valerie L. Salmons, Village Administrator
FROM: Jim Plonczynski CD Director
RE: Amplifier Permit Request – O'Hare's Pub

Attached is the application requesting approval for an Amplifier Permit to allow a live band as part of the St. Patrick's Day celebration at O'Hare's Pub, 207 S. Main St. on Friday, March 17th, 2017 from 6:00 P.M. to 10:00 P.M.

The petitioner is requesting that the amplifier permit be approved in compliance with Village Ordinance 3-22-2(A) "Except as provided in subsections B and C... no licensee shall use, operate or employ any such device within the Village limits on Sunday, or **after the hour of eight o'clock (8:00) P.M. to the hour of eleven o'clock (11:00) P.M. (prevailing time) of any day** or before the hour of eight o'clock (8:00) A.M. (prevailing time) of any day without the approval of the Bartlett Village Board; no licensee shall use or operate or employ any such device within the radius of two (2) blocks from any hospital or within the radius of two (2) blocks of any church while services are being held therein."

AMPLIFIER PERMIT APPLICATION

For Office Use Only:
Permit #: **RECEIVED**
COMMUNITY DEVELOPMENT
Received: **JAN 17 2017**
VILLAGE OF BARTLETT



Village of Bartlett
Community Development Dept.
228 S. Main Street
Bartlett, IL 60103
Ph: (630) 540-5940
Fax: (630) 540-5436

E-mail: CommunityDevelopment@vbartlett.org
Web: www.village.bartlett.il.us

201700078

Village Board approval is required for those requests taking place: Mon-Sat. before 8:00 A.M. or after 8:00 P.M., and on Sundays (all day). **Not to exceed 11:00 P.M. Application must be received at least two weeks prior to the Village Board meeting.**

APPLICANT MUST COMPLETE AND SIGN APPLICATION

PERMIT APPLICANT:

Peggy O'Hare Vance 318 Mansfield Ct., Bartlett, IL 602103 734-646-2942
NAME ADDRESS PHONE

ADDRESS OF EVENT: 207 S. Main Street

OWNER OF PROPERTY WHERE EVENT WILL BE HELD:

Bartlett Town Center
NAME ADDRESS PHONE

DESCRIPTION OF EVENT:

St. Patrick's Day, March 17, 2017, Irish music will be played outside in a festival tent that will be approved by the bldg dept for a special event. Music provided by a local band, Trillium

DAY, DATE, BEGINNING & ENDING TIME OF EVENT:

March 17, 2017, band will begin at 6pm and end at 10pm

AMPLIFIER DEVICE BEING USED: (e.g. DJ, live band, stereo)

Live Music playing only Irish Music

SIGNATURE OF APPLICANT:

Peggy O'Hare Vance

SIGNATURE OF PROPERTY OWNER:

approved verbally at this time
we will submit to you after we get back from vacation

FOR OFFICE USE ONLY

Zoning Dist.	FINAL INSPECTION DATE	ISSUED BY	TOTAL FEE 15.00 Pd
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HORIZON REALTY SERVICES, INC.

1130 Lake Cook Road, Suite 280 • Buffalo Grove, Illinois 60089

Tel 847-870-8585 • Fax 847-870-1888

www.horizonrealtyservices.com

January 11, 2017

Village of Bartlett

Please let this letter confirm that ownership and management of Bartlett Town Center is supportive of O'Hares Irish Pub plan to erect a tent for the St. Patrick's Day weekend, March 17-18 for 6pm to 11pm only. The tent shall be in conformance with all Village requirements.

Regards,

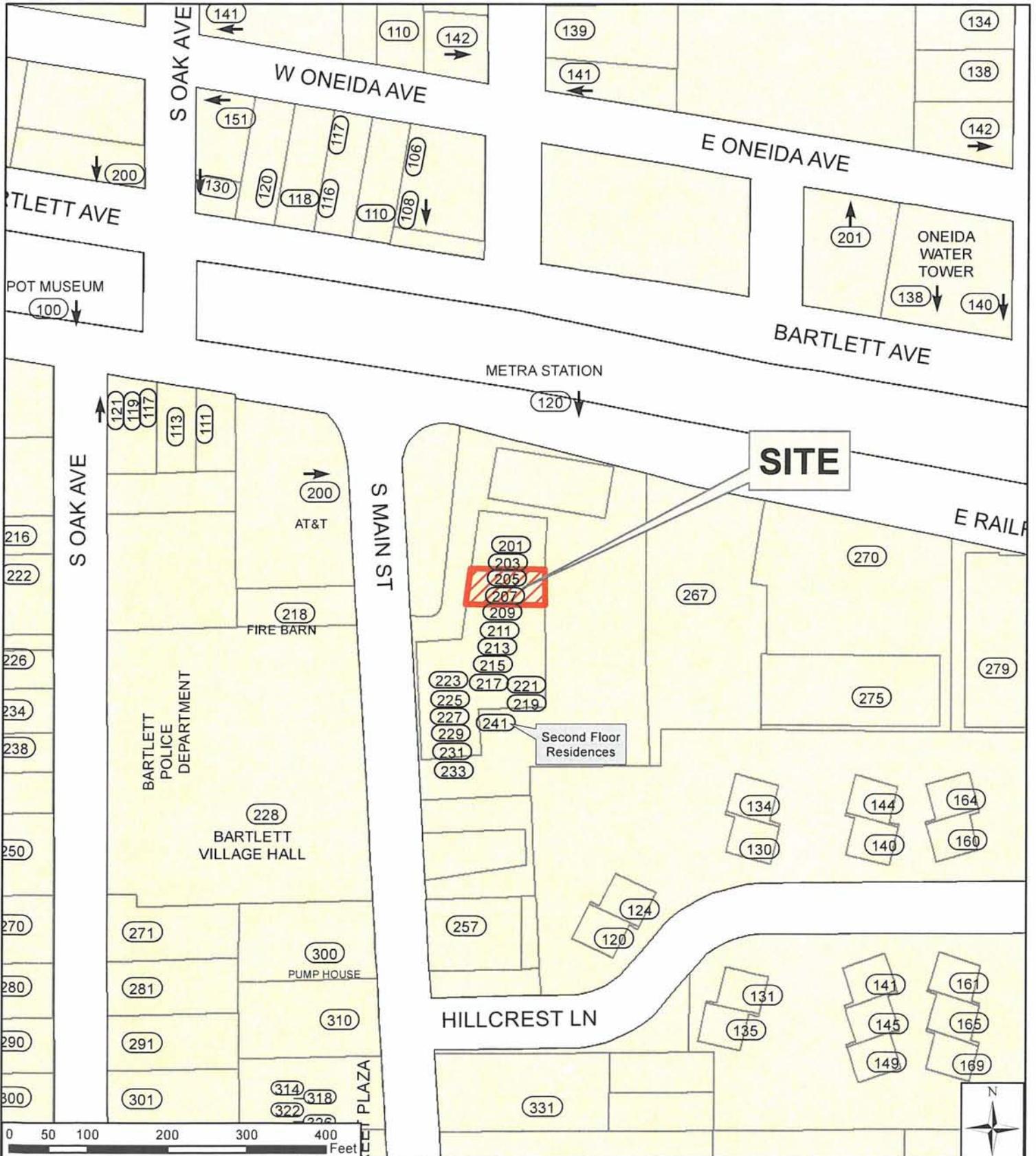


Barry J. Millman

Principal

LOCATION MAP

207 S. Main St.
O'Hare's Pub





Agenda Item Executive Summary

Item Name: 2017 MFT Project Committee or Board: Village Board

BUDGET IMPACT

Amount:	\$ 1,545,000.00	Budgeted	\$ 1,545,000.00
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List what fund: MFT Funds

EXECUTIVE SUMMARY

Enclosed is an MFT Resolution for consideration by the Village Board to direct funds for use in the 2017/2018 Street Resurfacing, Material Testing, Crack Sealing, Pavement Surface Treatment, Salt Purchase, Street Light Maintenance, Street Sweeping, Sidewalk Repairs. The attached resolution is being submitted in the amount of \$ 1,545,000.00. Any unused funds will be credited back to the MFT account for use on other projects.

ATTACHMENTS (PLEASE LIST)

Memo, Motion, IDOT Resolution

ACTION REQUESTED

For Discussion Only _____

Resolution X

Ordinance _____

Motion: I MOVE THE VILLAGE BOARD APPROVE RESOLUTION 2017_____, A RESOLUTION AUTHORIZING THE USE OF MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$1,545,000.00 FOR THE FY2017/2018 MFT PROGRAM, TO PAY FOR THE COST OF CONSTRUCTION FOR STREET RESURFACING, CRACK SEALING, PAVEMENT SURFACE TREATMENT, SALT PURCHASE, STREET LIGHT MAINTENANCE, STREET SWEEPING, SIDEWALK REPAIRS AND:

TO AUTHORIZE THE VILLAGE CLERK TO SIGN SAID MFT RESOLUTION.

Staff: Dan Dinges
Director of Public Works

Date: February 7, 2017

MEMORANDUM

To: Valerie L. Salmons, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: Resolution for the annual 2017 MFT Projects
Date: January 26, 2017

Enclosed is an MFT Resolution that needs to be adopted by the Village Board in order to use MFT funds for the annual street resurfacing, crack sealing program, pavement surface treatment, street lighting, sweeping, sidewalk repair and salt purchase. The resolution consists of the following items and amounts:

• Annual Street Resurfacing and Material Testing	\$ 1,100,000.00
• Crack Sealing	\$ 75,000.00
• Pavement Surface Treatment	\$ 20,000.00
• Street Light Maintenance	\$ 20,000.00
• Street Sweeping	\$ 20,000.00
• Sidewalk Repairs	\$ 60,000.00
• Salt Purchase	<u>\$ 250,000.00</u>
	\$ 1,545,000.00

The referenced resolution is being submitted in the amount of \$1,545,000.00 and will commit funds to these projects. Funds not used will be credited back to the MFT account for use on other projects.

I am requesting that you place this resolution on the next available Board agenda for action.



Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the PRESIDENT AND BOARD OF TRUSTEES of the VILLAGE of BARTLETT, Illinois, that there is hereby appropriated the sum of \$1,545,000.00 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from JANUARY 1, 2017 to DECEMBER 31, 2017.

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at SCHAUMBURG, Illinois.

I, LORNA GILESS Clerk in and for the VILLAGE of BARTLETT, County of COOK/ DU PAGE/ KANE

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the PRESIDENT AND BOARD OF TRUSTEES at a meeting on February 7, 2017

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of

(SEAL) Village Clerk (City, Town or Village)

Approved Regional Engineer Department of Transportation Date



Agenda Item Executive Summary

Item Name	DuPage Water Commission Agreements	Committee or Board	Board
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BUDGET IMPACT

Amount:	~\$44.5 M	Budgeted	TBD
List what fund	Water Fund Utilizing DWC Loan & IEPA Loan		

EXECUTIVE SUMMARY

On December 6, 2016, the Village Board made the decision to go with 100% DuPage Water Commission water. Village Attorney Mraz, Christopher B. Burke Engineering LTD. and Village staff have worked with the DuPage Water Commission (DWC) to put the agreements together for approval. The DWC Board approved the agreements at their 1/19/17 Board meeting.

Attached please find three agreements for approval. The Water Purchase & Sale Agreement follows the same agreement that all members of the DWC approved as they became members. In addition to this agreement, we have two other agreements that provide for the terms that the DWC offered during their presentations to the Village Board this past Fall.

The IGA for the transmission main loan (Construction Loan) sets the terms that the DWC will loan the Village funds for the construction of the transmission main that will be owned and maintained by DWC. DWC has placed a cap of \$21 M that they will loan the Village. The rate will be the lower of the amount earned by the DWC invested funds + 1% or 4% and will be paid over 20 years.

The IGA for the Capital Recovery Charge (Buy-In Loan) provides for payment of the Buy-In over 30 yrs at 0% interest. The Buy-In fee has been calculated to be \$13,030,632 or \$36,196.20/month for 30 years.

The three agreements need to be considered separately for approval.

Staff will be presenting proposed rate increases during the budget process to provide for the funding of these improvements.

ATTACHMENTS (PLEASE LIST)

- Village Attorney Mraz's Memo
- DWC Water Purchase & Sale Agreement (Enabling Agreement)
- IGA for Transmission Main Loan (Construction Loan)
- IGA for Capital Cost Recovery Charge (Buy-In Loan)
- Summary of Projects and Proposed Funding Source (DuPage Water Transition Costs)

- Resolutions (3) for each agreement

ACTION REQUESTED

Resolutions:

Motion 1: I move the Village Board approve Resolution 2017 - _____, a resolution approving of the water purchase and sale agreement between the DuPage Water Commission and the Village of Bartlett.

Motion 2: I move the Village Board approve Resolution 2017 - _____, a resolution approving of the intergovernmental agreement concerning loan for the connection facilities to implement water to the Village of Bartlett.

Motion 3: I move the Village Board approve Resolution 2017 - _____, a resolution approving of the intergovernmental agreement concerning loan for capital cost recovery charge to the Village of Bartlett.

Staff: Dan Dinges, Public Works Director Date: January 26, 2017

BRYAN E. MRAZ
BEM@MRAZLAW.COM

DAVID W. GULLION
ASSOCIATE
DWG@MRAZLAW.COM

MEMORANDUM

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

FROM: Bryan E. Mraz, Village Attorney

DATE: January 16, 2017

RE: DuPage Water Commission Agreement

Before the Board for its consideration are three Agreements for procuring Lake Michigan water from the DuPage Water Commission ("DWC"). The first Agreement to be considered is the Water Purchase and Sale Agreement (sometimes referred to as the "Enabling Agreement") that in large part mirrors the form of agreement between the DWC and its other members. It includes many of the provisions from the Original Charter Customer Contract dated June 11, 1986 between the DWC and its original 24 charter members and the DWC subsequent purchaser contracts with members that joined after 1986; however, many of those provisions no longer apply, or contain terms which are modified and superseded by the two Intergovernmental Agreements that will also be approved on the same date that the Board approves of the Water Purchase Sale Agreement, so that when read together the three Agreements set forth the overall agreement and mutual understanding of the parties as highlighted and summarized below.

I. Water Purchase and Sale Agreement a/k/a the Enabling Agreement.

The primary agreement between the Village and the DWC is the Water Purchase and Sale Agreement. It sets forth the DWC's obligation to supply the Village and the Village's obligation to purchase Lake Michigan water from the DWC. It follows the format of the 1986 Original Charter Customer Contract and DWC's other subsequent customer contracts, and incorporates the DWC contract with the City of Chicago for the supply of Lake Michigan water to the DWC (the "Chicago Contract"). It includes certain terms and provisions that would be expected to be included in any water agreement such as water quality, curtailment requirements in the event of a water shortage, and emergency use of

other sources, which must remain the same in each contract for uniformity purposes. Other provisions remain but in actuality are no longer relevant such as references to "Original Revenue Bonds" (2.GG), which no longer apply because the DWC no longer has any bonded indebtedness, and "Fixed Costs" (2.AA) which are \$0. Rather than remove those provisions and end up with a contract with Bartlett that looks substantially different than the Original Charter Customer Contract or the other subsequent customer contracts entered by the DWC, those provisions, such as those related to bonded indebtedness, remain because it is not impossible that the DWC may need to issue bonds in the future to pay for some future capital improvement, although that is not currently anticipated or contemplated by the DWC.

Also, this Water Purchase and Sale Agreement between Bartlett and the DWC, as does the Original Charter Customer Contract and all subsequent customer contracts that the DWC entered after 1986, all expire on February 24, 2024, and will have to be redrafted and renewed with each member. The two Intergovernmental Agreements described in greater detail below, which provide for the repayment of monies borrowed by Bartlett from the DWC, do not expire in 2024, rather they continue for 20 and 30 years, respectively.

Section 4.A. of the Water Purchase and Sale Agreement provides that the Village is obligated to site, design, acquire easements, and construct improvements to the Bartlett water system within the corporate limits of the Village, including laying new water main and installing water storage tanks, which are estimated to cost a little over one-half ($> \frac{1}{2}$) of the \$43,300,000 estimated capital improvement costs in 2018 dollars projected by Christopher B. Burke Engineering, Ltd. ("CBBEL") for the DWC option, called the "Bartlett Unit System" in the Agreement.

Section 7 of the Water Purchase and Sale Agreement entitled "PRICES AND TERMS OF PAYMENT" spells out the financial terms, which are modified by the two Intergovernmental Agreements which are attached to the Water Sale and Purchase Agreement as Exhibits G and H. They set forth how Bartlett will pay for the 25,500 +/- lineal feet of transmission water main outside of the corporate limits of the Village, plus other improvements outside the Village and associated costs, called the "Commission Connection Facilities", to connect the DWC's existing Water Works System to the Bartlett water distribution system. The cost of the Commission Connection Facilities' portion of the work is estimated by CBBEL to cost \$20,913,100. Section 7 has several subsections which are highlighted as follows:

§7.A. entitled "Operations and Maintenance Cost Payment" sets out Bartlett's obligation to pay its proportionate share of the DWC's ongoing operation and maintenance costs on a monthly basis once the Bartlett Unit System and the Commission Connection Facilities are installed and the Village is connected and receiving Lake Michigan water.

§7.B. entitled "Fixed Costs Payment" sets forth a complicated provision to determine Fixed Costs, but this provisions is irrelevant because Fixed Costs are currently \$0, which is tied to a Capital Recovery Cost Credit, which is also \$0 and is likely to remain so.

§7.C. entitled "Connection Facilities Cost Payment" references the Separate Connection Facilities Cost IGA discussed in detail in II. below, and essentially provides a type of construction loan to the Village for up to \$21,000,000 to pay for the Commission Connection Facilities to be installed by the DWC outside of the corporate limits of the Village, as well as the terms of repayment. If the costs to design, acquire easements, DWC legal fees and construction of the Commission Connection Facilities of the Project outside the corporate limits of the Village exceed \$21,000,000, the Village will be responsible to deposit the "Possible Shortfall" amount with the DWC to pay those costs.

§7.D. entitled "Capital Cost Recovery Charge Payment" references the separate Capital Cost Recovery IGA discussed in detail in III. below, which supersedes the language in §7.D. and provides that the \$13,030,632 buy-in fee, called the "Capital Cost Recovery Charge Payment", will be spread out over 30 years without interest and paid back in 360 equal monthly installments.

§7.M. entitled "Beginning of Obligation to Pay" spells out when Bartlett must begin making its monthly payments to the DWC with respect to §§7.A., 7.C. and 7.D., as described above and as modified and further spelled out in the two IGAs. Specifically it provides that such payments begin after the earlier to occur of (i) the first delivery of Lake Michigan water to the Bartlett Unit System or any portion thereof; or (ii) twelve (12) months following completion of the Commission Connection Facilities.

§9.C. entitled "Rate Covenant" requires Bartlett to take all necessary actions to establish, maintain, revise as necessary, and collect rates and charges, i.e., water bills for customers of the Bartlett Unit System, as shall be required from time to time to produce revenues at least sufficient to pay all amounts due the DWC under this Agreement. Note: The Village anticipates that it will apply for a low interest loan from the IEPA to pay for the Bartlett Unit System improvements (preliminarily estimated at \$22,300,000) that will be constructed in the Village, and that the IEPA will require a similar rate covenant with respect to paying back that IEPA loan used to fund the costs to construct the Bartlett Unit System improvements.

Section 10 entitled "SCHEDULE OF COMPLETION OF VARIOUS FACILITIES" lays out the time frames to complete the design, procure permits, commence construction and complete the Bartlett Unit System (§§ 7.A – 7.G.). §7.H. provides that the DWC will start on the design of the Commission Connection Facilities, i.e., the DWC portion of the work, after it is satisfied with the preliminary engineering plans for the Bartlett Unit System. The typical time frame in other DWC subsequent customer agreements provide that DWC will not start design until the final engineering and construction drawings of the subsequent purchaser's water system are complete and 125% of the engineer's estimate of the cost of that work is on deposit with the DWC. Because of the tight time frame here, however, the DWC will begin design much sooner, i.e., when it is satisfied with the preliminary plans for the Bartlett Unit System so that construction of the DWC portion of the work can be completed much sooner than would normally be the case; and because the DWC is loaning the Village the money to pay for the Commission Connection Facilities, the deposit requirement is waived.

As the Water Sale and Purchase Agreement is 57 pages in length, the above summary highlights only some of the more pertinent terms of the Agreement. The two IGA's modify it to set forth the terms of overall agreement as prescribed by the DWC representatives to the Village Board, including financial terms relied upon by CBBEL in putting together its estimates of the future water rates and costs in its overview of the water options.

II. Intergovernmental Agreement Concerning Loan for the Connection Facilities to Implement Water to the Village of Bartlett.

The DWC will design, acquire the necessary easements, bid and construct the transmission water mains, water metering station, and appurtenances outside the corporate limits of the Village of Bartlett at the Village's expense to connect the existing DWC system to the Bartlett water system, defined therein as the "Commission Connection Facilities", estimated to cost up to \$21,000,000 (the "Commitment Amount"), which the DWC will advance/loan to the Village in exchange for the Village's agreement to pay the Connection Facilities Cost Payment (Section 7.C.) on a monthly basis over 20 years, with interest on the outstanding principal balance from time to time charged at the lower of (i) the amount earned by the DWC on its invested funds, plus 1%,; or (ii) 4% per annum.

For its fiscal year 2015/2016, the DWC return/monthly yield on its funds/investments was 1.02%, equating to an interest rate on funds borrowed in 2017 of 2.02%. If, for example, interest rates and in turn interest on investments go up in five or ten years, however, the interest rate on the borrowing for this portion of the Project would be capped at 4%. Comparing this to the interest on the bonds sold by the Village to finance the new Police Building, which was at an interest rate of 3.66%, this is a fair interest rate. In CBBEL's Water Study, they conservatively assumed and estimated all projected costs based on debt service for capital costs on a 20 year loan repayment and 6% annual interest. Staff did explore as an option the feasibility of funding the whole \$43,300,000 (\$ 2018) capital improvements for the entire Project with IEPA loans, because they are projected to have a 20 year fixed interest rate under 3%, however, for several reasons, most notably timing constraints to complete the overall project before the Village's current Water Agreement with Elgin expires, legal restrictions on the Village's authority to acquire easements outside its corporate limits, and DWC legal requirements that portions of the Commission Connection Facilities be owned and operated by the DWC, it was determined that an IEPA loan is not feasible for the entire Project. It does, however, appear to be feasible for the Village to finance the Bartlett Unit System improvements, i.e., the improvements to the existing Bartlett water system in Bartlett, including adding new water transmission mains, pressure adjusting stations, and water storage facilities in Bartlett, with an IEPA loan, but for the timing to work the Village will have to pay for the design costs for the Bartlett Unit System improvements up front, because the IEPA requires final engineering and construction drawings (estimated to take up to one year) to apply for an IEPA loan.

With regard to funding the Commission Facilities Cost, the Village will not be borrowing the entire \$21,000,000 Commitment Amount at one time or be charged interest on that full amount, as that is a not to exceed number and will be borrowed in increments. Monies will be drawn as Commission Facilities Costs are incurred, beginning with monies to pay the DWC's engineering fees, easement acquisition costs, legal fees, and then to pay construction costs over the next three years. For example, the DWC may only spend \$2,500,000 of the \$21,000,000 Commitment Amount in 2017, and \$10,000,000 of the \$21,000,000 Commitment Amount in 2018. The repayment of the Connection Facilities Cost loan is not required to begin until the earlier of (i) when the DWC delivers Lake Michigan water to Bartlett, or (ii) 12 months after the DWC completes the Commission Connection Facilities (the "Repayment Commencement Date"), meaning the Village's obligation to begin making payments will likely not begin before 2019. However, interest will begin to accrue on amounts as they are borrowed, i.e., on the outstanding principal balance of what has been drawn and spent on the Commission Connection Facilities each month. So in the previous examples, interest at 2.02% per year would be charged and accrue on the \$2,500,000 as it is drawn in 2017 and would be capitalized and added to the repayment of the principal and accrued capitalized interest that will begin to be repaid on the Repayment Commencement Date in 2019. This does not, however, preclude the Village from paying the interest as it comes due and before it is accrued and capitalized, but if it chooses not to, the capitalized interest will be rolled into the amount that will then be spread out over the 20 years following the Repayment Commencement Date.

In addition to the ability to make partial payments of interest, the Village also has the option to issue bonds at a later date and prepay the principal on the Capital Facilities Cost loan at any time. That, however, would shift the cost to resident's real estate tax bills, rather than their water bills.

III. Intergovernmental Agreement Concerning Loan for Capital Cost Recovery Charge to the Village of Bartlett ("Buy-In").

The Intergovernmental Agreement Concerning Loan for Capital Cost Recovery Charge to the Village of Bartlett (the "Capital Cost Recovery Charge IGA") provides for the funding and repayment of the \$13,030,632 Buy In fee (called the "Capital Cost Recovery Charge" in the Enabling Agreement) to be spread out evenly over 30 years at 0% interest. While Section 7.D. of the Enabling Agreement appears to provide different terms for the Capital Cost Recovery Charge Payment, including a different interest rate, it also provides that if the Village pays the DWC the entire Capital Recovery Cost Charge Payment, i.e., the \$13,030,632 up front, then that higher, different interest rate does not apply. Here the DWC is loaning the Village the entire \$13,030,632 Capital Recovery Cost Charge so that the Village can pay the DWC that charge up front, in essence paying itself the Buy In fee, but the Village is then obligated to repay the DWC the amount loaned by the DWC and borrowed by Bartlett in equal monthly installments of \$36,196.20 over the next 30 years, with no interest charge. Thus, the terms of the Capital Cost Recovery Charge IGA amend and supersede the payment and interest terms for the Capital Cost Recovery Charge Payment as provided in Section 7.D. of the Enabling Agreement. Likewise, payment of the Capital Recovery Cost Charge/Buy In loan do not begin until the Repayment

Commencement Date, i.e., after Lake Michigan water is delivered to Bartlett, or 12 months after the Commission Connection Facilities are complete (per Section 7.M. of the Enabling Agreement). Because there is no interest charge on the Buy-In, there is no capitalization of interest for the Capital Recovery Charge.

RESOLUTION 2017 - _____

**A RESOLUTION APPROVING OF THE WATER PURCHASE
AND SALE AGREEMENT BETWEEN THE DU PAGE WATER
COMMISSION AND THE VILLAGE OF BARTLETT**

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

SECTION ONE: The Water Purchase and Sale Agreement between the Village of Bartlett and the DuPage Water Commission (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: February 7, 2017

APPROVED: February 7, 2017

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2017 - _____ enacted on February 7, 2017, and approved on February 7, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

DUPAGE WATER COMMISSION

WATER PURCHASE AND SALE CONTRACT

Between

The DuPage Water Commission

and

The Village of Bartlett

FOR THE VILLAGE OF BARTLETT UNIT SYSTEM

February 7, 2017

**DUPAGE WATER COMMISSION
WATER PURCHASE AND SALE CONTRACT
WITH THE VILLAGE OF BARTLETT**

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**DUPAGE WATER COMMISSION
WATER PURCHASE AND SALE CONTRACT WITH THE VILLAGE BARTLETT
FOR THE VILLAGE OF BARTLETT UNIT SYSTEM**

This Water Purchase and Sale Contract the (“Contract”), dated as of _____, 2017, by and between the **DUPAGE WATER COMMISSION**, DuPage, Cook, and Will Counties, State of Illinois (the “Commission”), a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, and the Water Commission Act of 1985, 70 ILCS 3720/1 *et seq.* (collectively, the “Acts”), and the **VILLAGE OF BARTLETT**, Illinois, a municipal corporation duly organized and existing under the laws of the State of Illinois (“Bartlett”);

WITNESSETH:

WHEREAS, the Commission has been organized under the Acts to supply water within its territorial limits; and

WHEREAS, Bartlett is in the process of designing and constructing a waterworks system that will be owned and operated by Bartlett and extended or improved from time to time to meet the potable water requirements of all residents and businesses to be served with water from Bartlett, which waterworks system is preliminarily depicted in Exhibit A attached to this Contract; and

WHEREAS, Bartlett desires that the waterworks system preliminarily depicted in Exhibit A attached to this Contract as well as any extensions or improvements of that system (the “Bartlett Unit System”) be served with water from the Commission; and

WHEREAS, Bartlett will apply to the State of Illinois Department of Natural Resources,

Office of Water Resources, a water allocation for the Bartlett Unit System; and

WHEREAS, the Commission has entered into a contract with the City of Chicago to purchase Lake Michigan water sufficient to meet the water supply needs of the Commission and its customers (the “Chicago Contract”); and

WHEREAS, the Commission has issued and sold and further proposes to issue and sell Bonds (as defined in Section 2 below) from time to time during the term of this Contract in sufficient amounts for the payment of the costs of its project of acquiring, designing, constructing, and maintaining its Waterworks System (as defined in Section 2 below); and

WHEREAS, such Bonds have been and will be issued from time to time by the Commission pursuant to Bond Ordinances (as defined in Section 2 below) adopted by the Commission; and

WHEREAS, pursuant to the Acts, Article VII, Section 10 of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the Commission and Bartlett are authorized to enter into this Contract; and

WHEREAS, by the execution of this Contract, Bartlett is surrendering none of its rights to the ownership and operation of the Bartlett Unit System, except as expressly provided for, and only to the limited extent so provided for, in this Contract, and Commission is surrendering none of its rights to the ownership and operation of its Waterworks System, but each asserts its continued right to operate such systems; and

WHEREAS, Bartlett recognizes that the Commission may use this Contract as the basis, in part, for obtaining loans from time to time to be evidenced by the issuance of its Bonds; and for payment of the principal of and the premium, if any, and interest on such Bonds; and as the

means for the payment of its maintenance and operating expenses; and for such purposes as may be authorized by applicable statutes or required in any Bond Ordinance adopted by the Commission authorizing issuance of Bonds; and

WHEREAS, Bartlett recognizes that the Commission may in the future enter into contracts with other customers.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the Commission and Bartlett hereby agree as follows:

SECTION 1. PREAMBLES.

The preambles hereto are hereby incorporated herein by this reference and are made fully a part of this Contract.

SECTION 2. DEFINITIONS.

The following words and phrases shall have the following meanings when used in this Contract.

A. “Acts” means Article 11, Division 135 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, and the Water Commission Act of 1985, 70 ILCS 3720/1 *et seq.*

B. “Aggregate Costs” means Operation and Maintenance Costs, Fixed Costs, and Underconsumption Costs, collectively, as defined herein.

C. “Alternate Delivery” means the delivery of Lake Water purchased by Bartlett from the Commission to the Bartlett Unit System through facilities owned by a Contract Customer (commonly referred to as “wheeling”).

D. “Average Charter Customer Rate Per 1,000 Gallons” means Total Charter Customer Revenue divided by Total Charter Customer Use.

E. “Bartlett” means the Village of Bartlett, located in Cook, DuPage and Kane Counties, State of Illinois.

F. “Bartlett’s Base Rate” means a water rate stated as dollars or cents per 1,000 gallons that is calculated by (i) subtracting Bartlett’s estimated Charter Customer Facilities Credit in the Fiscal Year for which Bartlett’s Base Rate pursuant to this Contract is being calculated from the sum of all Operation and Maintenance Cost payments, all Fixed Costs payments, all Connection Facilities Cost payments, and all Capital Cost Recovery Charge payments under the Charter Customer Contract estimated to be made by Bartlett pursuant to this Contract in the Fiscal Year for which Bartlett’s Base Rate pursuant to this Contract is being calculated and (ii) dividing the resulting amount by the total amount of Lake Water, stated in 1,000 gallon units, estimated to be delivered to Bartlett in said Fiscal Year.

G. “Bartlett Unit System” means the waterworks system described in Exhibit A attached to this Contract as well as any extensions or improvements of that system acquired by Bartlett and used for the purpose of providing and transmitting water to its customers.

H. “Bartlett Unit System Connection Facilities” means those portions of the Bartlett Unit System, lying downstream from the Point of Delivery, to be constructed pursuant to this Contract by Bartlett at its expense to initially connect the Bartlett Unit System to the Waterworks System, which facilities are depicted in the preliminary plans attached as Exhibit B-1 to this Contract, as such facilities may be relocated, replaced, extended, or improved from time to time. The Bartlett Unit System Connection Facilities include, among other items, the pressure adjusting station described in Subsection 4A of this Contract and pipeline and equipment appurtenant thereto.

I. “Bond Ordinances” means all of the Commission's ordinances and resolutions under which the Commission has or will authorize the issuance of, or issue, Bonds.

J. “Bonds” means Revenue Bonds and Other Bonds.

K. “Capital Cost Recovery Charge” means the amount necessary, pursuant to Section 0.02 of the Water Commission Act of 1985 (as added by Public Act 093-0226) and Commission Resolution No. R-79-04, entitled “A Resolution Expressing the Policy of the DuPage Water Commission Regarding the New Subsequent Customer Pricing Methodology,” to recover Bartlett’s proportionate share of Original Capital Costs less Rebates, where Bartlett’s proportionate share of Original Capital Costs less Rebates is that proportion of Original Capital Costs less Rebates which Bartlett’s Full Water Requirements for 2015 and 2016 as reported by Bartlett to the IEPA bears to the sum of the Full Water Requirements or Minimum Take or Pay Requirements (as defined in the Charter Customer Contract), as applicable, of all of the Commission’s Contract Customers for such two years which the parties agree shall be \$13,030,632 based on the method of calculating such amount illustrated in Exhibit E attached to this Contract.

L. “Charter Customer Contract” means the Water Purchase and Sale Contract between the Commission and the Charter Customers dated as of June 11, 1986.

M. “Charter Customer Facilities” means all of the feeder mains, metering stations, and pressure adjusting stations constructed as of May 1, 1992, solely for the purpose of initially connecting the Charter Customers to the Waterworks System.

N. “Charter Customer Facilities Credit” means a credit intended to compensate Bartlett for the portion of Fixed Costs that is attributable solely to the Charter Customer

Facilities and in lieu of which Bartlett pays its Connection Facilities Cost. For purposes of this Contract, and for so long as Bartlett is entitled to receive its monthly Charter Customer Facilities Credit pursuant to this Contract, Bartlett's monthly Charter Customer Facilities Credit shall be calculated by multiplying the portion of Bartlett's monthly Fixed Costs payment due pursuant to Subsection 7B of this Contract that is attributable to the payment of debt service (principal, premium, if any, and interest) on the Original Revenue Bonds times the factor of .4332, which approximates the portion of Fixed Costs attributable to the Charter Customer Facilities (See Exhibit E).

O. “Charter Customers” means the units of local government (not including the Commission) that are parties to the Charter Customer Contract, excluding, however, any such unit of local government whose rights and obligations under such Contract have been terminated, including without limitation the Village of Bartlett.

P. “Chicago Contract” means the Water Supply Contract, dated March 19, 1984, between the Commission and the City of Chicago, Illinois, as amended or supplemented from time to time.

Q. “Commission” means the DuPage Water Commission, DuPage, Cook, and Will Counties, State of Illinois.

R. “Commission Connection Facilities” means the portions of the Waterworks System constructed by the Commission to initially connect the Bartlett Unit System to the existing Waterworks System, which facilities are depicted in the preliminary plans attached as Exhibit B-2 to this Contract, as such facilities may be relocated, replaced, extended, or improved from time to time. The Commission Connection Facilities include, among other items, a

metering station, including pipelines and equipment appurtenant thereto, and SCADA System facilities attributable to the Bartlett Unit System, including equipment appurtenant thereto.

S. “Connection Facilities” means the Bartlett Unit System Connection Facilities and the Commission Connection Facilities.

T. “Connection Facilities Cost” means the full actual cost incurred by the Commission in connection with (i) the design, bidding, contracting, managing, and actual construction, installation, removal, relocation, replacement, extension, or improvement of the Connection Facilities, including without limitation equipment required for the operation of the Connection Facilities and all administrative, financing, supervisory, inspection, engineering, surveying, and legal fees, costs, and expenses associated therewith; (ii) the acquisition and divestment of lands, easements, and rights of way over lands and waters necessary for the construction, installation, removal, relocation, replacement, extension, or improvement of the Connection Facilities, and all administrative, title, surveying, and legal fees, costs, and expenses associated therewith; and (iii) the review and processing of plans and agreements for the construction, installation, removal, relocation, replacement, extension, or improvement of the Connection Facilities and in connection with the negotiation, preparation, consideration, and review of this Contract, including without limitation all legal, engineering, consulting, and administrative fees, costs, and expenses associated therewith; except as any of the above are included in Operation and Maintenance Costs.

U. “Contract” means this Water Purchase and Sale Contract.

V. “Contract Customers” means the Charter Customers, Bartlett, and every other entity with whom the Commission has entered into, or may in the future enter into, a contract or

agreement for the sale by the Commission of Lake Water to that entity, except only contracts and agreements providing for the delivery of Lake Water during times of emergency only.

W. “Days” means calendar days.

X. “Determination Date” means the last day of December immediately preceding the Interest Period for which the Earned Interest Rate pursuant to this Contract is being calculated, but the effective date of any change in the Earned Interest Rate shall, for purposes hereof, be the first day of May following such Determination Date.

Y. “Earned Interest Rate” means, with respect to each Interest Period under this Contract, the highest monthly average yield to maturity interest rate earned by the Commission (total funds) as reported monthly on the Commission’s Schedule of Investments for the immediate preceding fiscal year (May 1 – April 30) as determined by the Commission, which determination shall be conclusive and binding upon Bartlett absent manifest error, but the effective date of any change in the Earned Interest Rate shall, for purposes hereof, be the first day of May following such Determination Date.

Z. “Fiscal Year” means the fiscal year of the Commission.

AA. “Fixed Costs” means an amount sufficient at all times to pay the principal of and the premium, if any, and interest on any Revenue Bonds, to provide reserves required therefor, to provide an adequate depreciation fund for the Waterworks System, to comply with the covenants of all Revenue Bond Ordinances, and to pay reasonable capital costs necessary to carry out the corporate purposes and powers of the Commission; except as any of the above are included in Operation and Maintenance Costs.

BB. “Full Water Requirements” means, (i) as it applies to calculating Bartlett’s

Capital Cost Recovery Charge, the amount of water necessary to meet the potable water requirements of all then current customers served by the Bartlett Unit System at the time Bartlett's Capital Cost Recovery Charge is being calculated, (ii) as it applies to the Bartlett Unit System for all other purposes of this Contract, the amount of water necessary from time to time to meet the potable water requirements of all then current customers served by the Bartlett Unit System, and (iii) as it applies to other Contract Customers of the Commission, such Contract Customers' full water requirements as defined in their respective contracts with the Commission.

CC. "Interest Period" means (i) initially, the period commencing on the first date on which Bartlett first becomes obligated to make payments under Subsection 7D of this Contract and ending on the next succeeding first day of May and (ii) thereafter, each period commencing on the last day of the next preceding Interest Period and ending on the next succeeding first day of May; provided, however, that any Interest Period that otherwise extends beyond February 24, 2024, shall end on February 24, 2024.

DD. "Lake Water" means potable, filtered water drawn from Lake Michigan.

EE. "Operation and Maintenance Costs" means amounts payable by the Commission under the Chicago Contract, except Underconsumption Costs, and all expenses incurred in the administration, operation, and maintenance of the Waterworks System and the accumulation of reserves related to payment of said costs. Operation and Maintenance Costs in any month shall be at least equal to the amount required to be deposited by the Commission in that month into the operation and maintenance funds or accounts created under all Revenue Bond Ordinances.

FF. “Original Capital Costs” means all costs paid by the Commission for property owned by the Commission, as April 30, 2016, without reduction for depreciation, including actual costs of construction, engineering, and capitalized interest on assets in service and under construction but excluding the cost of constructing the Charter Customer Facilities and financing costs other than interest capitalized in accordance with Generally Accepted Accounting Principles.

GG. “Original Revenue Bonds” means the Series 1987 Revenue Bonds, originally issued in the amount of \$200,000,000 pursuant to Ordinance No. 0-1-87 adopted January 15, 1987, and the Series 1993 Water Refunding Revenue Bonds, originally issued in the amount of \$182,755,000 pursuant to Ordinance No. 0-8-93 adopted April 8, 1993, and any other Revenue Bonds that may in the future be issued to refund or refinance all or any portion of the indebtedness represented by said Series 1987, 1993, 2003, and 2013 Revenue Bonds. As of the date of this Contract, all of the Original Revenue Bonds are fully paid and retired.

HH. “Other Bond Ordinances” means all of the Commission's ordinances and resolutions under which the Commission has or will authorize the issuance of, or issue, Other Bonds.

II. “Other Bonds” means all of the Commission's debt obligations that are not Revenue Bonds, whether in the form of bonds, notes, or other evidences of indebtedness, in whatever original principal amount, together with any such additional non-revenue obligations authorized by statute to be issued by the Commission from time to time and refunding obligations issued to refund other such obligations.

JJ. “Point of Delivery” means the point at which the Lake Water delivered to Bartlett pursuant to this Contract leaves the Commission's Waterworks System and enters the Bartlett

Unit System. The Point of Delivery shall be a point in the water main connecting the Commission's metering station to Bartlett's pressure adjusting station located downstream from the inside face of the outside wall or foundation of the Commission's metering station a distance of 10 feet or where such water main enters the outside face of the outside wall or foundation of Bartlett's pressure adjusting station, whichever is closer to the Commission's metering station.

KK. "Prime Rate" means the base corporate rate of interest then most recently announced by the largest commercial bank, measured in terms of total assets, located and doing banking business in the State of Illinois, which rate may or may not be said bank's lowest rate of interest charged by said bank for extensions of credit to debtors. The effective date of any change in the Prime Rate shall, for purposes hereof, be the effective date stated in the public announcement of said bank.

LL. "Rebates" means rebates formally declared as such by Commission Resolution as of the month prior to the month in which Bartlett first becomes obligated to make payments under Subsection 7D of this Contract. As of the date of this Contract, the Commission has formally declared \$106,326,287.00 in Rebates pursuant to Resolution Nos. R-19-94, R-21-95, R-15-96, R-24-97, R-18-98 and R-28-07.

MM. "Revenue Bond Ordinances" means all of the Commission's and resolutions under which the Commission has or will authorize the issuance of, or issue, Revenue Bonds.

NN. "Revenue Bonds" means all of the Commission's debt obligations, including the Original Revenue Bonds, that are payable from the revenues of the Waterworks System, whether in the form of bonds, notes, or other evidences of indebtedness, in whatever original principal amount, together with any such additional revenue obligations authorized by statute to be issued by the Commission from time to time and refunding revenue obligations issued to refund other

such obligations.

OO. “SCADA System” means the Supervisory Control and Data Acquisition System of the Commission that provides an integrated control, communication, and security system for the Waterworks System, including data processing, management, transfer, and exchange; central operation; system control and monitoring; and operator-machine interfacing.

PP. “Trustee” means a trustee provided in a Bond Ordinance.

QQ. “Underconsumer” means, for any given year, a Contract Customer of the Commission that takes less Lake Water in such year than such Contract Customer's Water Allocation times 365 times the Underconsumption Ratio for such year.

RR. “Underconsumption” means the amount by which the amount of Lake Water actually taken by a Contract Customer of the Commission is less than the Underconsumption Ratio times such Contract Customer's Water Allocation times 365.

SS. “Underconsumption Costs” means any amount that the Commission is obligated to pay under the Chicago Contract solely by reason of failure to accept delivery of the minimum quantity of Lake Water that the Commission is obligated to purchase under the Chicago Contract.

TT. “Underconsumption Ratio” means, for any given year, (i) the minimum amount of Lake Water required to be taken by the Commission under the Chicago Contract divided by (ii) the sum of the Water Allocations of all Contract Customers of the Commission times 365.

UU. “Water Allocation” means, as it applies to other Contract Customers of the Commission, such Contract Customers' water allocation as defined in their respective contracts with the Commission, and, as it applies to Bartlett, the sum of Bartlett's allocations and

allowable excesses from time to time of Lake Water for the Bartlett Unit System pursuant to the Level of Lake Michigan Act, as amended from time to time (See State of Illinois Department of Transportation, Division of Water Resources Decision on 1989 Allocation Review, Order No. LMO 89-2 and subsequent orders of the State of Illinois Department of Transportation, Division of Water Resources, or the successor to its responsibilities, the State of Illinois Department of Natural Resources, Office of Water Resources); and such other amounts of Lake Water as Bartlett may lawfully take for the Bartlett Unit System. At any time when the Full Water Requirements of the Bartlett Unit System shall exceed the Water Allocation for the Bartlett Unit System, then "Water Allocation" shall mean the Full Water Requirements of the Bartlett Unit System for all purposes of this Contract.

VV. "Waterworks System" means all the Commission's facilities, including land; easements; rights-of-way over lands and waters; pumping facilities, storage facilities, metering stations, and other facilities; mains; and pipelines acquired and used for the purposes of providing and transmitting Lake Water from the City of Chicago's water supply system to the Commission's customers. The Bartlett Unit System Connection Facilities are not part of the Waterworks System.

SECTION 3. WATER SUPPLY.

A. Agreement to Sell and Purchase. Subject to the provisions of this Contract, the Commission shall sell to Bartlett and Bartlett shall purchase from the Commission an amount of Lake Water necessary from time to time to serve the Bartlett Unit System's Full Water Requirements. The Commission's obligation to Bartlett to deliver Lake Water hereunder shall be limited, however, to a maximum annual amount equal to Bartlett's then current Water Allocation times 365 and to a maximum rate of Lake Water to the Bartlett Unit System in any one hour

equal to 1.7 times Bartlett's then current Water Allocation divided by 24.

B. Beginning of Obligations to Deliver and Receive Lake Water. Unless this Contract is sooner terminated by the Commission pursuant to Subsection 20C of this Contract, the Commission shall be obligated to deliver Lake Water to the Bartlett Unit System and Bartlett shall be obligated to receive at the Bartlett Unit System Lake Water delivered by the Commission immediately after completion of construction of the Connection Facilities and the water storage capacity required pursuant to Subsection 4B of this Contract; provided, however, that Bartlett shall have the right to receive Lake Water pursuant to this Contract prior to the completion of construction of the required storage capacity if such storage capacity has been substantially completed to the point where it is capable of serving its intended function or would be capable of serving its intended function except for the fact that painting or other finishing and restoration work are not complete.

C. Limits on Supply. The Commission shall use its best efforts to furnish Lake Water to Bartlett as hereinabove provided, but Bartlett acknowledges and agrees that the Commission's obligation hereunder is limited by:

1. The amount of Lake Water from time to time available to the Commission; and
2. Provisions in contracts between the Commission and its Charter Customers and other customers related to curtailment and other limits on supply of Lake Water; and
3. The capacity of the Waterworks System; and
4. Ordinary transmission loss, including standard metering error, between the Commission's source of supply and the Point of Delivery to the Bartlett Unit System; and
5. The other provisions of this Contract, including but not limited to Section 20.

D. Emergency or Maintenance Turn-Off. The Commission undertakes to use

reasonable care and diligence to provide a constant supply of Lake Water as herein provided for, but reserves the right at any time to turn off the flow of Lake Water in its mains for emergency and maintenance purposes. The Commission shall give notice not less than 48 hours in advance of any turn-off for maintenance purposes and it shall give such notice as is reasonable under the particular circumstances of any turn-off for emergency purposes.

E. Curtailment; Emergency Use of Other Sources. If it becomes necessary for the Commission to limit its delivery of Lake Water to its customers for any reason, Bartlett shall be entitled, to the extent possible, to receive during such period of curtailment a pro rata share of available Lake Water as determined by the ratio of (i) the Bartlett Unit System's total Lake Water use during the prior Fiscal Year for other than start-up purposes pursuant to Subsection 10I of this Contract to (ii) the sum of Lake Water use during the prior Fiscal Year of all of the Commission's customers entitled to Lake Water during such period of curtailment. Prior to the Commission's delivery of Lake Water to the Bartlett Unit System for a full Fiscal Year for other than start-up purposes pursuant to Subsection 10I of this Contract, Bartlett shall be entitled, to the extent possible, to receive during such period of curtailment a pro rata share of available Lake Water as determined by the ratio of the Bartlett Unit System's Full Water Requirements during the prior Fiscal Year to the sum of (i) Lake Water use during the prior Fiscal Year of all of the Commission's other customers entitled to Lake Water during such period of curtailment and (ii) the Bartlett Unit System's Full Water Requirements during the prior Fiscal Year. Bartlett, in cases of emergency or when the Commission for whatever reason is unable to meet the Bartlett Unit System's Full Water Requirements, may, subject to the terms, conditions, and limitations set forth in Subsection 9N of this Contract, serve its customers from any source;

provided, however, that Bartlett shall continue to pay all amounts due to the Commission hereunder during such period as if the Bartlett Unit System were receiving its Full Water Requirements from the Commission.

F. Water Quality. The Commission shall supply Bartlett with Lake Water of a quality commensurate to that furnished to the Commission's other Contract Customers, and meeting the requirements of any federal, State of Illinois, or local agency as shall have jurisdiction from time to time for the operation of public water supplies such as the Waterworks System. The Commission bears no responsibility for the contamination of Lake Water or deterioration of water quality occurring beyond the Point of Delivery to the Bartlett Unit System.

SECTION 4. DELIVERY; STORAGE; DISTRIBUTION; CONSERVATION.

A. Bartlett Unit System Connection Facilities. Bartlett shall receive its supply of Lake Water at the Bartlett Unit System Point of Delivery at pressures that will vary from time to time. Bartlett, at its own expense and pursuant to the schedule established in Section 10 of this Contract, shall site, design, construct, operate, maintain, and when necessary replace the Bartlett Unit System Connection Facilities, including a pressure adjusting station immediately downstream from the Point of Delivery. Initial design and construction plans and specifications for the Bartlett Unit System Connection Facilities, and any future modifications thereof, shall be submitted in advance of construction or modification to the Commission for review and approval, which approval shall not be unreasonably withheld.

B. Storage. Bartlett shall provide sufficient storage capacity within the Bartlett Unit System to store not less than two times the annual average daily water demand of the Bartlett

Unit System; provided, however, that said requirement shall be reduced by (i) the amount of operable shallow well capacity (stated in gallons per hour) maintained by Bartlett in the Bartlett Unit System up to a maximum of 10 percent of said requirement plus (ii) an amount equal to the storage capacity maintained by the Commission in its Waterworks System multiplied by a fraction, the numerator of which is the annual average daily water demand of the Bartlett Unit System and the denominator of which is the total annual average daily water demands of all Contract Customers. The calculation of said water storage capacity requirement for the Bartlett Unit System is provided in Exhibit C attached to this Contract. In accordance with said requirement, Bartlett, at its own expense and pursuant to the schedule established in Section 10 of this Contract, shall construct for the Bartlett Unit System at least the amount of water storage capacity shown on Exhibit C to this Contract as the "Minimum Additional Required Storage." Such water storage capacity shall be in addition to the amount of water storage capacity shown on Exhibit C to this Contract as the "Existing Storage" in the Bartlett Unit System. Bartlett shall properly maintain all such water storage capacity, including operable shallow well capacity, in a good and serviceable condition. If at any time Bartlett's water storage capacity in the Bartlett Unit System, including its allowances for operable shallow well capacity and Commission storage capacity as provided above, falls below 1.9 times the annual average daily water demand of the Bartlett Unit System, then Bartlett, within 24 months after such level of deficiency is reached, shall construct additional water storage capacity within the Bartlett Unit System of sufficient quantity to increase the total storage capacity of the Bartlett Unit System, including its allowances for operable shallow well capacity and Commission storage capacity as provided above, to not less than two times the annual average daily water demand of the Bartlett Unit System.

C. Metering of Shallow Wells. Bartlett shall furnish, install, and maintain a meter on each of its operable shallow wells. All such meters shall be of standard make and shall be subject to inspection and examination by any employee or agent of the Commission at all reasonable times. Bartlett shall calibrate all such meters at least once in each Fiscal Year. Bartlett shall notify the Commission of the time, date, and place of each calibration at least five days in advance thereof, and a representative of the Commission shall have the right to observe any adjustments made to such meters in case any adjustments shall be necessary. The Commission shall have the right to place any or all of such meters under seal at any time.

D. Surges and Back-Flows. Bartlett's operation of its pressure adjusting station shall not cause surges or back-flows into the Waterworks System, nor shall the operation of the Bartlett's pressure adjusting station cause the Waterworks System pressure to drop below 20 pounds per square inch. The Commission shall not be responsible for any damage to the Bartlett Unit System or the Bartlett Unit System Connection Facilities caused by the design, operation, or maintenance of the Connection Facilities.

E. Maintenance of System; Water Quality; Prevention of Waste. Bartlett shall operate the Bartlett Unit System and the Bartlett Unit System Connection Facilities in such a manner as at no time to place the Commission and the Waterworks System in jeopardy of failing to meet the regulations of any agency or governmental authority having jurisdiction over the Commission's operation of its Waterworks System. The Commission and Bartlett shall notify each other immediately of all emergency and other conditions which may directly or indirectly affect the Waterworks System, the Bartlett Unit System, the Connection Facilities, or the quantity or quality of the Lake Water received pursuant to this Contract.

SECTION 5. MEASURING EQUIPMENT.

A. Metering Station and Instrumentation. The Commission shall, pursuant to the timetable established in Section 10 of this Contract, furnish and install at the Point of Delivery a metering station containing the necessary equipment and devices of a type meeting the standards of the American Water Works Association for measuring properly the quantity of Lake Water delivered under this Contract, including all structures as the Commission shall deem necessary to house such equipment and devices. Such furnishing and installing of a metering station shall be done in substantial conformance with the preliminary plans therefor attached as Exhibit B-2 to this Contract, as such preliminary plans may be revised by mutual agreement of the Commission and Bartlett. The Commission shall own, operate, maintain, and replace such metering station and all equipment and structures related thereto.

The metering station shall be located at a site or sites selected and acquired by Bartlett, and title transferred to the Commission, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing. Such site shall be subject to reasonable review and approval of the Commission, without charge to the Commission and pursuant to the timetable established in Section 10 of this Contract, shall grant to the Commission all necessary and insured easements for such site(s) and access thereto to the reasonable satisfaction of the Commission in a form similar to that attached as Exhibit D to this Contract and satisfactory to the Commission's attorneys. Bartlett also shall grant to the Commission all necessary and insured easements for the appropriate location and installation of antennas and appurtenant facilities for the Commission's SCADA System attributable to the

Bartlett Unit System on property owned by Bartlett or on property lying within the corporate limits of Bartlett, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing. Such SCADA System antennas or facilities shall be installed on such easements in a manner that will reduce so far as reasonably possible any interference with the telemetry of the Bartlett Unit System.

Bartlett shall have access to the metering station for examination and inspection at reasonable times, but the reading for billing purposes, calibration, and adjustment of the equipment therein shall be done only by the employees or agents of the Commission.

B. Records. For the purpose of this Contract, the official record of readings of each meter at the metering station shall be the journal or other record book of the Commission in its office in which the records of the employees or agents of the Commission who take the readings are or may be transcribed. Upon written request of Bartlett, the Commission will give Bartlett a copy of such journal or record book, or permit Bartlett to have access thereto in the office of the Commission during regular business hours.

C. Calibration. At least once in each Fiscal Year, the Commission shall calibrate its meters measuring the Lake Water delivered to the Bartlett Unit System if requested in writing by Bartlett to do so, in the presence of a representative of Bartlett, and the Commission and Bartlett shall jointly observe any adjustments that are made to the meters in case any adjustments shall be necessary. If any check meters have been installed, then such check meters shall be calibrated at least once in each Fiscal Year by Bartlett in the presence of a representative of the Commission, and the Commission and Bartlett shall jointly observe any adjustments that are made to the meters in case any adjustments shall be necessary.

D. Check Meters. Bartlett, at its option and its own expense, may install and operate a check meter to check each meter installed by the Commission, but the measurement of Lake Water for purposes of this Contract shall be solely by the Commission's meters, except in the cases hereinafter specifically provided to the contrary. All check meters shall be of standard make and shall be subject to inspection and examination by any employee or agent of the Commission at all reasonable times. The calibration and adjustment of check meters shall be made only by Bartlett, except during any period when a check meter may be used under the provisions hereunder for measuring the amount of Lake Water delivered to Bartlett, in which case the calibration and adjustment of such check meter shall be made by the Commission with like effects as if such check meter had been furnished and installed by the Commission.

E. Meter Malfunctions. If the Commission or Bartlett at any time observes a variation between a meter and a check meter or any evidence of meter malfunction, such party shall promptly notify the other party, and the Commission and Bartlett shall then cooperate to procure an immediate calibration test and such adjustment, replacement, or other work necessary to return such meter to accuracy. The party who discovers such variation or malfunction shall give the other party notice not less than 48 hours prior to the time of any test of any meter (which tests shall be conducted during normal working hours) so that the other party may conveniently have a representative present. If such representative is not present after the required notification at the time set in such notice, calibration and adjustment may proceed in the absence of said representative notwithstanding any other provision of this Subsection 5E. If the percentage of inaccuracy of any meter is found to be in excess of two percent, registration thereof shall be corrected by agreement of the Commission and Bartlett based upon the best data available, for a period extending back to the time when such inaccuracy began if such time is

ascertainable, or for a period extending back one-half of the time elapsed since the last date of calibration (but in no event further back than a period of six months) if such time is not ascertainable.

If for any reason any meter is out of service or out of repair so that the amount of Lake Water delivered cannot be ascertained or computed from the reading thereof, then the Lake Water delivered during the period such meter is out of service or out of repair shall be deemed to be the registration of the check meter if one has been installed and is registering accurately, or, in the event that no check meter has been installed or the check meter is registering inaccurately, shall be estimated:

1. By correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculations; or

2. If the error is not ascertainable by calibration tests or mathematical calculation, by estimating the quantity of delivery by considering deliveries during preceding periods under similar conditions when the meter or meters were registering accurately, adjusted for the addition of new customers to the Bartlett Unit System.

F. Removal of Metering Station and SCADA System Facilities. Within 90 days after the termination of this Contract without renewal, the Commission, at its own expense and in its discretion, may remove the metering station, including equipment, and the SCADA System antennas and appurtenant facilities from the property of Bartlett and release the perpetual easement therein. If the Commission fails to remove such station, equipment, and facilities, as aforesaid, Bartlett may take title to such station, equipment, and facilities.

SECTION 6. UNIT OF MEASUREMENT.

The unit of measurement for Lake Water delivered hereunder shall be gallons of water,

U.S. Standard Liquid Measure, and all measuring devices shall be so calibrated unless the Commission and Bartlett otherwise agree. Should it become necessary or desirable to use other units of measurement, the basis of conversion shall be that 7.48 gallons is equivalent to one cubic foot.

SECTION 7. PRICES AND TERMS OF PAYMENT.

A. Operation and Maintenance Costs Payment. Bartlett shall pay monthly to the Commission, at the time specified in Subsections 7G and 7M below, a share of the Commission's Operation and Maintenance Costs for each month, which shall be an amount equal to the then current price per 1,000 gallons for Operation and Maintenance Costs times the quantity of Lake Water divided by 1,000 delivered by the Waterworks System to the Bartlett Unit System for such month. At any time no Lake Water is being supplied through the Waterworks System to any Contract Customer, Bartlett's share of monthly Operation and Maintenance Costs for the Bartlett Unit System shall be that proportion of those costs which the Bartlett Unit System's Water Allocation bears to the total Water Allocations of all of the Commission's customers required to make Operation and Maintenance Costs payments during the same period.

B. Fixed Costs Payment. Subject to the single limitation on its obligation to pay Fixed Costs set forth in this Subsection 7B, Bartlett shall pay monthly to the Commission, at the time specified in Subsections 7G and 7M below, one-twelfth of the Bartlett Unit System's share of Fixed Costs for each Fiscal Year. However, as of the date of this Contract, the Fixed Costs are \$0 per month. For the purposes of this Contract, the Bartlett Unit System's share of Fixed Costs for each Fiscal Year shall be that proportion of Fixed Costs which the Bartlett Unit System's Full

Water Requirements for the two preceding calendar years prior to such Fiscal Year bears to the sum of the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, of all of the Commission's Contract Customers for such two preceding calendar years who are not relieved from Fixed Costs payments pursuant to the terms of their contracts. Prior to the Commission's delivery of Lake Water to the Bartlett Unit System for two calendar years for other than start-up purposes pursuant to Subsection 10I of this Contract, the Bartlett Unit System's share of Fixed Costs shall be that portion of Fixed Costs which the Bartlett Unit System's Water Allocation bears to the total Water Allocations or the Full Water Requirements or Minimum Take or Pay Requirements, whichever is then applicable, of all of the Commission's Contract Customers who are not relieved from Fixed Costs payments pursuant to the terms of their contracts. Subject to the following single limitation, Bartlett's obligation to make all payments of Fixed Costs as required hereunder is unconditional and irrevocable, payable without setoff or counterclaim, and irrespective of whether Lake Water is ever furnished, made available, or delivered to the Bartlett Unit System, or whether the Waterworks System is completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the supply of Lake Water. Bartlett's obligation to pay Fixed Costs hereunder is subject to the single limitation that, if for any period of time, and only during such period of time, the Commission is in fact supplying the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, to Contract Customers of the Commission, other than Bartlett, whose Full Water Requirements and Minimum Take or Pay Requirements are more than 85 percent of the sum of the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, of all Contract Customers of the Commission, and during such time the Commission is unable to supply any Lake Water to the Bartlett Unit System, then Bartlett

shall have no obligation to pay Fixed Costs for the Bartlett Unit System. However, as of the date of this Contract, the Capital Recovery Cost Credit is \$0 because Fixed Costs are currently \$0.

C. Connection Facilities Cost Payment. Bartlett shall pay to the Commission its Connection Facilities Cost. Prior to the Commission's commencement of design of the Commission Connection Facilities pursuant to Subsection 10H of this Contract, Bartlett and the Commission shall enter into an Intergovernmental Agreement Concerning the Loan for Connection Facilities to Implement Water Service to the Village of Bartlett (the "Connection Facilities Cost IGA") substantially in the form attached hereto as Exhibit H for a loan in an amount not to exceed \$21,000,000 (the "Commitment Amount"), which is the current estimated sum of (i) all legal, engineering, consulting and administrative costs and expenses incurred or accrued in connection with the review and processing plans for the Bartlett Unit System Connection Facilities and in connection with the negotiation, preparation, consideration and review of this Contract and (ii) 125% of the Commission's estimate of the total cost of construction of the Commission Connection Facilities, including without limitation all legal, engineering, consulting and administrative costs and expenses. As of the date of this Contract, the Commission's estimate of the total cost of construction of the Commission Connection Facilities, including legal, engineering, consulting and administrative costs and expenses, is set forth in Exhibit B-2 attached to this Contract. The Commission may draw upon the Commitment Amount, without Bartlett's consent, but may only employ the proceeds to pay for the Connection Facilities Cost invoiced to, or otherwise documented by, the Commission and the Commission shall promptly notify Bartlett of any such withdrawals in compliance with the terms of the Connection Facilities Cost IGA. If at any time the Commission reasonably

determines that the funds remaining in the Commitment Amount are not, or may not be, sufficient to pay in full the remaining unpaid Connection Facilities Cost (the "Possible Shortfall"), then the Commission shall notify Bartlett of the Possible Shortfall, and if the parties do not agree within 30 days of said notice to increase the amount of the Commitment Amount to an amount reasonably determined by the Commission to be sufficient to pay in full the remaining unpaid Connection Facilities Cost, Bartlett shall within 10 days deposit the amount of the Possible Shortfall with the Commission. Failure to so deposit the amount of the Possible Shortfall within the 10-day time period shall be grounds for the Commission to retain a possessory lien upon any remaining balance of the Commitment Amount (as damages security) and terminate this Contract. Upon final payment of all amounts due under all executed contracts for the design, construction and inspection of the Commission Connection Facilities, the final loan amount under the Connection Facilities Cost IGA shall be set and the Commission shall not be obligated to lend any further funds to Bartlett. Bartlett's obligation to make the Connection Facilities Cost payments as required hereunder is unconditional and irrevocable, payable without setoff or counterclaim, and irrespective of whether Lake Water is ever furnished, made available, or delivered to Bartlett, or whether the Waterworks System is completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the supply of Lake Water.

D. Capital Cost Recovery Charge Payment. Bartlett shall pay monthly to the Commission, at the time specified in Subsections 7G and 7M below, an amount calculated by amortizing the Capital Cost Recovery Charge, in equal monthly installments of principal and interest, at a rate per annum equal to the Earned Interest Rate determined for each Interest Period plus one percent, over the life of the Charter Customer Contract remaining as of the month in

which Bartlett first becomes obligated to make such payment; provided, however, that such monthly installment may be adjusted by the Commission, on May 1 of each year thereafter, to ensure amortization of the then current amount of the Capital Cost Recovery Charge remaining unpaid, as of such May 1, over the life of the Charter Customer Contract then remaining, and to reflect any change in the Earned Interest Rate, as of such May 1. The method of calculating the Capital Cost Recovery Charge is illustrated in Exhibit E attached to this Contract. Bartlett's obligation to make all Capital Cost Recovery Charge payments as required hereunder is unconditional and irrevocable, payable without setoff or counterclaim, and irrespective of whether Lake Water is ever furnished, made available, or delivered to Bartlett, or whether the Waterworks System is completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the supply of Lake Water. However, the parties agree that if Bartlett pays the Commission the entire cost of the Capital Cost Recovery Charge within 14 days of the execution of this Agreement, then Bartlett shall not be liable for the monthly Capital Cost Recovery Charge as provided in this Subsection 7D, but in lieu thereof Bartlett shall be obligated to pay the monthly payments due the Commission under the Intergovernmental Agreement Concerning Loan for Capital Cost Recovery Charge to the Village of Bartlett in form as set forth in Exhibit G (the "Capital Cost Recovery Charge IGA") that the parties will enter on even date herewith to fund and pay for the Capital Cost Recovery Charge Payment.

E. Underconsumption Costs Payment. If Bartlett is an Underconsumer at the Bartlett Unit System, then Bartlett shall pay, at the time specified in Subsections 7G and 7M below, its share of Underconsumption Costs as determined and assessed by the Commission

after notification of such costs by the City of Chicago. In such event, Bartlett's share of Underconsumption Costs for the Bartlett Unit System for a year shall be equal to the ratio of its Underconsumption to the aggregate Underconsumption of all Underconsumers for such year.

F. Default Shares. If any of the Commission's Contract Customers shall default in any payment to the Commission, or any part of any payment, including default shares, Bartlett agrees to pay to the Commission a share of the amount so in default, which share shall be in the same proportion as the Bartlett Unit System's share of Aggregate Costs for the month prior to the month of the default bears to the sum of the shares of Aggregate Costs in that month of all of the Commission's Contract Customers not in default and obligated to make payments with respect to the amount so in default.

Subject to Subsection 7M below, Bartlett's share of the amount so in default shall be due and payable 21 days after the Commission's written demand therefor. The demand shall include the Commission's calculations of the amount due by Bartlett hereunder. If and when the defaulting customer makes a payment to the Commission of a defaulted amount or interest thereon for which Bartlett made a payment to the Commission under this Subsection 7F, then the Commission will pay to Bartlett its proportionate share of such amount, including such interest.

G. Bills and Due Date. Except with respect to the payment of the Possible Shortfall required pursuant to Subsection 7C above and the payment of default shares pursuant to Subsection 7F above, the Commission shall notify Bartlett of the total amount due under this Contract for each month on or before the 10th day of the following month. Bartlett's costs for each month shall be due and payable, and must be received at the offices of the Commission, on

or before the 10th day of the month following the month of the Commission's notification or within 28 days after the date of notification, whichever is later.

H. Disputed Payments. If Bartlett desires to dispute any payment, or part thereof, due or reasonably claimed by the Commission to be due to be due under this Contract, Bartlett shall nevertheless pay the full amount of any such payment when due and include with such payment written notification to the Commission that charges are disputed, the grounds for dispute, and the amount in dispute. No adjustment or relief on account of any disputed charges shall be made unless disputed charges are the subject of such notice within the time herein specified, or within a reasonable period from the time Bartlett knew or should have known of the facts giving rise to the dispute.

Upon receipt of a notification of dispute, representatives of the Commission shall meet promptly with representatives of Bartlett to resolve such dispute.

If the Commission and Bartlett determine that all or a portion of the disputed payment should be refunded to Bartlett, then such sum shall be refunded with interest thereon at the rate established in Subsection 7I below from the date such disputed payment was made.

I. Interest on Overdue Payments. If Bartlett shall fail to make any payment required under this Contract, the Connection Facilities Cost IGA, or the Capital Cost Recovery Charge IGA to the Village of Bartlett on or before its due date, Bartlett shall be in default, and interest on the amount of such payment shall accrue to the extent permitted by law, and be compounded on a monthly basis, during the period of non-payment at the higher of:

1. the weighted average effective interest rate on all series of Bonds of the Commission any of which are then outstanding plus two percent; or

2. the Prime Rate plus five percent.

Such interest shall accrue from the date such payment becomes due until paid in full with interest as herein specified. If such payment is not made by Bartlett within 30 days after the date such payment becomes due, then the Commission, at its option and in its discretion, may reduce or discontinue delivery of Lake Water to the Bartlett Unit System until the amount due the Commission is paid in full with interest as herein specified. The Commission shall give notice to Bartlett not less than 20 days prior to the event of its intention to reduce or discontinue delivery of Lake Water in accordance with this Subsection 7I and shall provide Bartlett an opportunity for a hearing before the Commission prior to any reduction or discontinuance. If the Commission reduces or discontinues the delivery of Lake Water under such circumstances, Bartlett shall nevertheless continue to be liable to pay all charges provided for herein as if the Bartlett Unit System were receiving its Full Water Requirements from the Commission. The rights specified in this Subsection 7I shall be in addition to all other rights and remedies available to the Commission under this Contract, at law, or in equity for breach of any of the provisions of this Contract.

J. Security Deposit. If Bartlett is at any time in default on any payment due under this Contract, the Connection Facilities Cost IGA or the Original Capital Costs IGA, and the default is not cured within 30 days after the due date of the defaulted payment, then the Commission, at its option and in its discretion, may require Bartlett, as a further obligation under this Contract, to deposit in a separate account in the Commission's name a sum of money as security for the payment of Bartlett's obligations hereunder of a reasonable amount determined by the Commission. Bartlett's compliance with the Commission's demand for such a security deposit

shall be a condition precedent to the curing of such Bartlett default and the restoration of the Lake Water service to the Bartlett Unit System if such Lake Water service has been reduced or discontinued by reason of such default. The security deposit or any part thereof may be applied, at the Commission's option and in its discretion, to any subsequent default by Bartlett in any payments due under this Contract, the Connection Facilities Cost IGA or the Original Capital Costs IGA. If so applied, Bartlett shall provide funds within 10 days to restore the security deposit to the amount required by the Commission. At the earliest of the end of the term of this Contract, or a term of two years after the curing of the most recent default by Bartlett, or such earlier time that the Commission at its option and in its discretion may determine, any security deposit shall be returned to Bartlett if Bartlett has performed all its obligations under this Contract, the Connection Facilities Cost IGA or the Capital Cost Recovery Charge IGA. Bartlett shall not be entitled to receive any interest on any security deposit.

K. Prepayments. Subject to the limitations of this paragraph, Bartlett may (i) at any time, and from time to time, before Bartlett first becomes obligated to make payments of Operation and Maintenance Costs pursuant to Subsection 7M below, and (ii) no more frequently than once in any given year thereafter, at any time during the month of December, prepay, in whole or in part, the Connection Facilities Cost and the Capital Cost Recovery Charge Amount due pursuant to this Contract, without premium or penalty, upon at least one business day's irrevocable notice to the Commission, specifying the date and amount of prepayment. If such notice is given, Bartlett shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. The proceeds of any such prepayment shall be applied by the Commission first, to the payment of accrued and unpaid

interest, if any, on the Connection Facilities Cost accruing after the date specified in Subsection 7M below; second, to the payment of the unpaid principal balance of the Connection Facilities Cost; third, to the payment of accrued and unpaid interest, if any, on the Capital Cost Recovery Charge Amount accruing after the date specified in Subsection 7M below; and fourth, to the payment of the unpaid principal balance of the Capital Cost Recovery Charge Amount; provided, however, that Bartlett shall not be entitled to make any such prepayment pursuant to this paragraph if Bartlett's Base Rate during the Fiscal Year next following the date of such payment would be, as estimated by the Commission, less than the Average Charter Customer Rate Per 1,000 Gallons. For purposes of calculating Bartlett's Base Rate, any such prepayment shall be deemed to have been paid effective as of the 30th day of April next following the date of such payment or the 30th day of April next following the month in which Bartlett first becomes obligated to make such Connection Facilities Cost payments and Capital Cost Recovery Charge Amount payments, whichever is later. Bartlett shall not be entitled to, nor receive any credit for, interest on any such prepayment.

Notwithstanding anything to the contrary contained herein, in the event the Bartlett Unit System has not been constructed, installed, and completed, to a point where it is capable of serving its intended function at the time Bartlett first becomes obligated to make payments of Operation and Maintenance Costs pursuant to Subsection 7M below, then the Commission may, in its sole and absolute discretion, declare the principal amount of the Connection Facilities Cost remaining unpaid, in whole or in part, the principal amount of the Capital Cost Recovery Charge remaining unpaid, in whole or in part, or both of such remaining unpaid costs, in whole or in part, due and payable within 30 days following the date of such

declaration, together with accrued and unpaid interest as herein specified on such declared due amounts to the date paid, unless the Commission shall have exercised its right to terminate this Contract pursuant to Subsection 20C of this Contract. The rights specified in this paragraph shall be in addition to all other rights and remedies available to the Commission under this Contract, at law, or in equity for breach of any of the provisions of this Contract.

L. Enforcement of Provisions Hereof By Other Customers. Bartlett acknowledges that its obligation to make payments pursuant to the terms of this Section 7 is of benefit to the Commission's Charter Customers, Bondholders and any Trustee. Accordingly, Bartlett agrees that, in addition to the Commission, Bondholders, a Trustee or other parties allowed by law are entitled to enforce the provisions of this Contract. Further, any three or more of the Commission's Charter Customers acting together may enforce the provisions of this Section 7, but only if the Commission has not acted to enforce such provisions within 90 days after any failure by Bartlett to make a payment hereunder.

M. Beginning of Obligation to Pay. Notwithstanding any other provision of this Contract, the obligation to make any and all payments under this Contract, except only payments of Operation and Maintenance Costs pursuant to Subsection 7A above and payment of any Possible Shortfall required pursuant to Subsection 7C above, shall begin on the Commission's first regular billing cycle after the earlier to occur of (i) the first delivery of Lake Water to the Bartlett Unit System or any portion thereof or (ii) 12 months following completion of construction of the Commission Connection Facilities, other than the SCADA System facilities, to the point where they are capable of serving their intended function or would be capable of serving their intended function except for the fact that the Bartlett Unit System Connection

Facilities are not complete. The obligation to make payments of Operation and Maintenance Costs pursuant to Subsection 7A above shall begin on the Commission's first regular billing cycle after the earlier to occur of (i) the first delivery of Lake Water to the Bartlett Unit System or any portion thereof or (ii) completion of construction of the Commission Connection Facilities, other than the SCADA System Facilities, to the point where they are capable of serving their intended function or would be capable of serving their intended function except for the fact that the Bartlett Unit System Connection Facilities are not complete. At any time prior to the first delivery of Lake Water to the Bartlett Unit System when Bartlett is obligated to make payments pursuant to this Subsection 7M, such payments shall be based on the Full Water Requirements of the Bartlett Unit System.

N. Provisions in Lieu of Water Allocation. At any time before the State of Illinois Department of Natural Resources, Office of Water Resources, first grants a Water Allocation to Bartlett for the Bartlett Unit System when reference to a Water Allocation is necessary to give meaning to any term of this Contract, the Water Allocation for the Bartlett Unit System shall be deemed to be 3.151 million gallons per day. At any time after the State of Illinois Department of Natural Resources, Office of Water Resources, first grants a Water Allocation to Bartlett for the Bartlett Unit System that no Water Allocation is in effect for the Bartlett Unit System and reference to a Water Allocation is necessary to give meaning to any term of this Contract, the Water Allocation for the Bartlett Unit System shall be deemed to be the Bartlett Unit System's Full Water Requirements for the then most recently completed calendar year divided by 365.

SECTION 8. SPECIAL CONDITIONS AND COVENANTS.

A. Construction of the Commission Connection Facilities; No Delay Damages; Supply of Lake Water. The Commission will make a diligent effort to have the Commission

Connection Facilities completed to the Point of Delivery so as to furnish Lake Water to the Bartlett Unit System by the date specified in Subsection 10H of this Contract, but the Commission does not in any way guaranty delivery by such date.

Bartlett acknowledges and agrees that the Commission shall not be liable to Bartlett for any damages occasioned by or in any way related to delay in the delivery of Lake Water to the Bartlett Unit System, and all payments from Bartlett provided for under this Contract shall remain due and payable in accordance with the terms of this Contract notwithstanding any such delay.

After Lake Water is first tendered for delivery to the Bartlett Unit System at the Point of Delivery for other than start-up purposes pursuant to Subsection 10I of this Contract, the Commission, subject to the other terms and conditions of this Contract, shall use its best efforts to continually hold itself ready, willing, and able to supply Lake Water to the Bartlett Unit System at such Point of Delivery. The Commission also shall use its best efforts, consistent with its prior obligations and legal obligations to its Charter Customers and its other customers and consistent with the fair and equitable treatment of all of its Contract Customers, to supply the Bartlett Unit System with such additional amounts of Lake Water as from time to time may be allocated to the Bartlett Unit System over and above the Bartlett Unit System's present Water Allocation; provided, however, that the Commission does not in any way guaranty a supply of such additional amounts.

B. Lake Water Only; Costs. Except with the prior approval of Bartlett, the Commission shall not deliver any water to the Bartlett Unit System other than Lake Water. Except for Lake Water supplied for start-up purposes pursuant to Subsection 10I of this

Contract, costs for Lake Water charged to Bartlett by the Commission pursuant to this Contract shall include only the costs set forth in Section 7 of this Contract.

C. Title to Lake Water. Title to all Lake Water supplied hereunder shall remain in the Commission to the Point of Delivery and thereupon shall pass to Bartlett.

D. Emergency Supply. Subject to the terms, conditions, and limitations set forth in Subsection 9N of this Contract, Bartlett may contract for a temporary supply of water in case of an emergency from any unit of local government or any other entity. Bartlett shall notify the Commission and shall promptly provide the Commission with copies of all such contracts.

E. Covenants to Be Set Out in Bond Ordinance. Bartlett acknowledges the existence, and its understanding of the provisions, of certain Bond Ordinances pursuant to which the Commission has previously issued its Bonds. Bartlett further acknowledges and agrees that said Bond Ordinances grant to Bondholders certain rights to enforce certain duties of the Commission and its customers, including those with respect to the making of rates and charges and the collection of revenues, and that such Bondholder rights may be included in any subsequent Bond Ordinances.

F. Payments Hereunder an Operation Expense of Bartlett Unit System. Bartlett agrees that, to the fullest extent permitted by law or contract, all payments to be made by Bartlett pursuant to this Contract shall constitute operating expenses of the Bartlett Unit System as to any and all revenue bonds of Bartlett which are supported in whole or in part by a pledge of the revenues of the Bartlett Unit System, with the effect that Bartlett's obligation to make payments from its water revenues under this Contract has priority over its obligation to make payments of the principal and of the premium, if any, and interest on any such bonds which are or will be

supported in whole or in part by a pledge of any Bartlett Unit System revenues. Bartlett shall make all budgetary, emergency, and other provisions and appropriations necessary to provide for and authorize the prompt payment to the Commission of all rates and charges under this Contract. The obligations of Bartlett under this Contract are further payable from all other accounts of the Bartlett Unit System in which there are lawful available funds. In any revenue bond or indenture hereafter issued by Bartlett, the priority of lien established pursuant to this Contract shall be expressly provided and set forth in said bond ordinances or resolutions. Notwithstanding the foregoing, however, Bartlett's obligations under the IEPA Loans referenced in Subsection 9D to be secured in whole or in part by a pledge of Bartlett Unit System revenues to the IEPA shall have priority of lien over Bartlett's obligation to make payment from its water revenues under this Contract.

SECTION 9. ADDITIONAL BARTLETT COVENANTS.

A. Maintenance of Corporate Existence. Bartlett agrees that during the term of this Contract it will maintain its municipal corporate existence, it will continue to be a municipal corporation in good standing in the State of Illinois, it will not dissolve or otherwise dispose of all or substantially all of the assets of the Bartlett Unit System.

B. Maintenance and Operation of Bartlett Unit System. Bartlett shall own and maintain the Bartlett Unit System and the Bartlett Unit System Connection Facilities, and all improvements and extensions of the Bartlett Unit System and the Bartlett Unit System Connection Facilities, in good repair and working order, will operate the Bartlett Unit System and the Bartlett Unit System Connection Facilities efficiently, and will punctually perform all duties with respect to the Bartlett Unit System and the Bartlett Unit System Connection

Facilities as may be required by this Contract, and by the Constitution and laws of the State of Illinois and all other applicable laws. In the event of any deterioration, injury, damage, or other loss to the Bartlett Unit System or the Bartlett Unit System Connection Facilities affecting Bartlett's ability to deliver water to any of Bartlett's customers, Bartlett shall promptly restore the Bartlett Unit System or the Bartlett Unit System Connection Facilities and their capacity to so deliver water.

C. Rate Covenant. Bartlett shall take all necessary actions to establish, maintain, revise as necessary, and collect rates and charges for customers of the Bartlett Unit System as shall be required from time to time to produce revenues at least sufficient:

1. To pay all amounts due under this Contract, the Connection Facilities Cost IGA, the Capital Cost Recovery Charge IGA and the IEPA Loans referenced herein, and to pay all other costs of operation and maintenance of the Bartlett Unit System and the Bartlett Unit System Connection Facilities; and

2. To provide an adequate depreciation fund for the Bartlett Unit System and the Bartlett Unit System Connection Facilities; and

3. To make all deposits in all funds and accounts required by the terms of resolutions or ordinances authorizing any obligation of Bartlett payable from the revenues of the Bartlett Unit System; and

4. To pay the principal of and the premium, if any, and interest on all obligations of Bartlett payable from the revenues of the Bartlett Unit System including, but not limited to, its obligations under the Connection Facilities Cost IGA, the Capital Cost Recovery Charge IGA, and to repay the IEPA Loans referenced in Subsection 9D.

D. Future Subordination of Obligations. Any ordinance, resolution, motion, or other

action of Bartlett which authorizes the issuance after the date of this Contract of any obligation of Bartlett to be paid from the revenues of the Bartlett Unit System will expressly provide that revenues of said System may be used to pay principal of, and the premium, if any, and the interest on such obligations only to the extent that those revenues exceed the amounts required to pay the operation and maintenance expenses of said System including, expressly, all amounts payable from time to time under this Contract, except for any present or future ordinance, resolution, motion or other action of Bartlett which authorizes, or has authorized, it to borrow funds from and enter a loan agreement with the Illinois Environmental Protection Agency (the "IEPA Loans") which may provide for the collection, segregation, distribution and/or pledge of revenues of the Bartlett Unit System which shall be the only obligation with preference of priority over Bartlett's obligation to the Commission hereunder.

E. General Covenant to Operate Properly. From time to time, Bartlett shall take all steps reasonably necessary so that the Bartlett Unit System and the Bartlett Unit System Connection Facilities may at all times be operated properly and advantageously.

F. Accounting and Audit. Bartlett shall make and keep proper books and accounts (separate and apart from all other records and accounts of Bartlett) in which complete entries shall be made of all transactions relating to the Bartlett Unit System, and, within 180 days after the close of each of its fiscal years occurring during the term of this Contract, Bartlett shall cause the books and accounts of the Bartlett Unit System to be audited annually by independent certified public accountants, showing the receipts and disbursements on account of the Bartlett Unit System.

G. Maintain Ownership of Bartlett Unit System. Bartlett shall construct to

completion and thereafter continue to own and possess the Bartlett Unit System and, within the exercise of reasonable business judgment and in a manner so as not to cause a default hereunder, shall dispose of property which is part of said System only to the extent that such property is no longer useful or profitable in the operations of said System.

H. Insurance. Bartlett shall carry insurance or maintain self-insurance with respect to the Bartlett Unit System and the Bartlett Unit System Connection Facilities of the kinds and in the amounts that are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserves shall be used in making good the loss or damage in respect of which they were paid, whether by repairing the property damaged or replacing the property destroyed, and provision for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments for settlements, judgments, or expenses were advanced.

I. Continue to Serve. Bartlett shall use its best efforts to continue serving all customers of the Bartlett Unit System within its territorial limits that are intended to be served by the Bartlett Unit System as of the date of this Contract.

J. Maintain Water Allocation. Bartlett shall use its best efforts to obtain or retain, from time to time, a Water Allocation for the Bartlett Unit System at least equal to, but not in excess of two times, the Bartlett Unit System's Full Water Requirements from time to time.

K. Release and Indemnification. To the fullest extent permitted by law, Bartlett

hereby releases the Commission from, agrees that the Commission shall not be liable for, and agrees to indemnify and hold the Commission harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Bartlett Unit System or the Connection Facilities or (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of Bartlett to comply with its covenants or obligations contained in this Contract, including, in each such case, any attorneys' fees. Bartlett agrees to indemnify and hold the Commission harmless to the fullest extent permitted by law from any losses, costs, charges, expenses (including attorneys' fees), judgments, and liabilities incurred by the Commission in connection with any action, suit, or proceeding instituted or threatened by any third party in connection with this Contract. If any such claim is asserted, the Commission shall give prompt notice to Bartlett and Bartlett, if requested by the Commission, shall assume the defense thereof, it being understood, however, that Bartlett shall not settle or consent to the settlement of any such claim without the written consent of the Commission.

L. Combining or Separating System Accounts. Bartlett shall not combine its waterworks system with its sewerage system or separate its combined waterworks and sewerage system into separate systems unless:

1. Bartlett shall have provided the Commission with written evidence, satisfactory to the Commission, that the proposed combination or separation will not materially or adversely affect Bartlett's ability to comply with all of the terms, conditions, and covenants of this Contract; and
2. The Commission shall have approved such combination or separation in writing.

M. Rate of Withdrawal. Bartlett will take Lake Water at the most uniform and continuous rate of withdrawal practical.

N. Emergency Interconnections. No emergency interconnection between the Bartlett Unit System and a water distribution system owned and operated by another Contract Customer (“Emergency Interconnection”) shall be constructed, operated, or maintained except in accordance with the following terms, conditions, and limitations:

- (i) The other Contract Customer and Bartlett shall submit to the Commission, for its review and approval, within 60 days following the construction of the Emergency Interconnection or, if the Emergency Interconnection was constructed prior to the execution of this Contract, within 60 days following the execution of this Contract, a report detailing the exact location of the Emergency Interconnection, the manner in which the Emergency Interconnection has been and will be operated and maintained, and the terms of any written or oral agreement for the operation and maintenance of the Emergency Interconnection. Such report shall include as-built drawings of the Emergency Interconnection and exact duplicates of any written agreement for the operation and maintenance of the Emergency Interconnection. The Emergency Interconnection shall not be operated unless and until the Commission shall have approved such report and the Commission shall have received and approved the written agreements required pursuant to clauses (ix) and (xii) of this Subsection 9N. No approval of such report shall be withheld unless the Emergency Interconnection, or any agreement for the operation and maintenance of the Emergency Interconnection, violate the Charter Customer Contract, this Contract, the Chicago Contract, or applicable laws or regulations, or pose a threat to the Commission or its Waterworks System.
- (ii) The Emergency Interconnection shall be utilized only under emergency conditions unless otherwise approved, in writing, by the Commission. An emergency condition shall be defined to mean the inability to provide average day flow demands to regular, non-emergency supply customers during a limited period of time due to conditions beyond the control of the party requesting Lake Water. An emergency condition shall not mean any limitation imposed by the Commission on the supply of Lake Water to the other Contract Customer or Bartlett specifically related to the other Contract Customer or Bartlett pursuant to Section 3 of this Contract or any similar provision of any other water purchase and sale contract, as the case may be, and the Emergency Interconnection shall not be utilized to circumvent the provisions of any agreement approved by the Commission for the Alternate Delivery of Lake Water.
- (iii) The Emergency Interconnection shall be maintained in such a manner as at no time to

place or threaten to place the Commission or its Waterworks System in jeopardy of failing to meet the terms of the Charter Customer Contract, this Contract, the Chicago Contract, or the regulations of any agency or governmental authority having jurisdiction over the of a public water supply.

- (iv) The party experiencing the emergency condition shall give telephonic notice to the Commission and to the other party of the emergency condition, the expected duration of the emergency condition, and the amount of Lake Water needed, prior to the operation of the Emergency Interconnection. The Emergency Interconnection shall not be operated unless and until the party experiencing the emergency condition shall have given said notice to the Commission.
- (v) The party receiving Lake Water through the Emergency Interconnection shall provide daily telephonic notice to the Commission and the party delivering Lake Water for so long as the emergency deliveries continue, and shall provide telephonic notice to the Commission before final shut-off of the emergency flow of Lake Water through the Emergency Interconnection for each such emergency condition.
- (vi) The other Contract Customer and Bartlett shall keep a joint record of the amount of Lake Water delivered through the Emergency Interconnection, a copy of which shall be provided to the Commission within five days following termination of the use of the Emergency Interconnection for each such emergency condition and, in any case, every five days where the Emergency Interconnection is in continuous for more five days.
- (vii) The amount of Lake Water delivered to the other Contract Customer's water distribution system or to the Bartlett Unit System through the Emergency Interconnection, as the case may be, shall be paid to the Commission directly by the party receiving Lake Water through the Emergency Interconnection at the rates applicable pursuant to, and in accordance with, that party's water purchase and sale contract with the Commission. In case of service curtailment, the other Contract Customer's flow of water through the Emergency Interconnection shall be considered as a portion of the other Contract Customer's allocation from the Commission. In case of service curtailment, Bartlett's flow of water through the Emergency Interconnection shall be considered as a portion of Bartlett's allocation from the Commission.
- (viii) The Commission shall have the right to inspect the Emergency Interconnection, and its operation and maintenance. The Commission shall have the right to install seals or such other devices as the Commission, in its sole and absolute discretion, determines are necessary to determine the operation of the Emergency Interconnection, and all equipment required to be installed to allow the installation of the seals or such other devices shall be installed at Bartlett's sole cost and expense.
- (ix) The Commission shall bear no responsibility for, and the other Contract Customer and Bartlett shall, in writing, release the Commission from, and agree, to the fullest extent permitted by law, that the Commission shall not be liable for, and agree to indemnify

and hold the Commission harmless from, any claims, damages, liabilities, and litigation that may be occasioned by, connected with, or in any way related to the construction, operation, and maintenance of the Emergency Interconnection. The other Contract Customer and Bartlett shall agree, in writing, to pay all fees, costs, and expenses, including legal and administrative fees, costs, and expenses, incurred by the Commission in defending itself with regard to any and all of the matters mentioned in this Subsection 9N.

- (x) The operation and maintenance of the Emergency Interconnection shall comply in all other respects with the Water Commission Act of 1985, the Charter Customer Contract, this Contract, the Chicago Contract, and Resolution No. R-13-90 and the requirements of the Commission thereunder.
- (xi) Notwithstanding anything to the contrary contained in any written or oral agreement for the operation and maintenance of the Emergency Interconnection, the Emergency Interconnection shall be operated and maintained only in accordance with this Subsection 9N and such additional or other terms, conditions, and limitations as the Commission shall impose pursuant to any policy established by the Commission with respect to emergency interconnections. No such agreement shall be amended, modified, or otherwise changed except upon the prior written approval of the Commission.
- (xii) The Commission reserves the right to order all use of the Emergency Interconnection to be discontinued, and the other Contract Customer and Bartlett shall agree, in writing, to discontinue such use, at any time the terms, conditions, and limitations of this Subsection 9N and any such additional or other terms, conditions and limitations imposed by the Commission pursuant to any policy established by the Commission with respect to emergency interconnections are not satisfied.

No emergency interconnection between the Bartlett Unit System and a water distribution system owned and operated by any other person, firm, or organization shall be constructed, operated, or maintained except upon the prior written approval of Commission.

SECTION 10. SCHEDULE FOR COMPLETION OF VARIOUS FACILITIES.

A. Plans and Specifications for Bartlett Unit System Connection Facilities. Bartlett shall prepare, and submit to the Commission for its review and approval, complete detailed plans, specifications, and construction contract documents for the Bartlett Unit System Connection Facilities not later than 365 days after the effective date of this Contract. The

Commission shall provide its comments and revisions to Bartlett within 28 days after receipt of such documents. Bartlett shall incorporate all required changes to such documents within 28 days after receipt of the Commission's comments and revisions.

B. IEPA and Other Approvals For Bartlett Unit System Connection Facilities.

Bartlett shall, within 35 days after receipt of the Commission's comments and revisions pursuant to Subsection 10A above, submit such finally revised documents for approval and permitting to the Illinois Environmental Protection Agency (the "IEPA") and every other federal, state, or local governmental body having jurisdiction over any element of the Bartlett Unit System Connection Facilities, and shall diligently pursue each such approval and permit until it is secured.

C. Commencement of Construction of Bartlett Unit System Connection Facilities.

Bartlett shall cause construction of the Bartlett Unit System Connection Facilities to be commenced within 425 days after the effective date of this Contract or 28 days after receipt of the last approval from any governmental body required as a condition precedent to construction of the Bartlett Unit System Connection Facilities, whichever is later. Bartlett shall cause construction to be completed within 500 days after commencement.

D. Plans and Specifications for Water Storage Facilities. Bartlett shall prepare, and submit to the Commission for its review approval, complete detailed plans, specifications, and construction contract documents for the water storage facilities required to be built by Bartlett pursuant to Subsection 4B of this Contract within 425 days after the effective date of this Contract. The Commission shall provide its comments and revisions to Bartlett within 28 days after receipt of such documents. Bartlett shall incorporate all required changes to such documents within 28 days after receipt of the Commission's comments and revisions.

E. IEPA and Other Approvals for Water Storage Facilities. Bartlett shall, within 35 days after receipt of the Commission's comments and revisions pursuant to Subsection 10D above, submit such finally revised documents for approval and permitting to the IEPA and every other federal, state, or local government body having jurisdiction over any element of the water storage facilities, and shall diligently pursue such approval and permit until it is secured.

F. Commencement of Construction of Water Storage Facilities. Bartlett shall cause construction of the water storage facilities to be commenced within 425 days after the effective date of this Contract or 28 days after receipt of the last approval from any governmental body required as a condition precedent to construction of the water storage facilities, whichever is later. Bartlett shall cause construction to be completed within 500 days after commencement.

G. Transfer of Property Rights. Bartlett shall grant to the Commission all necessary easements for the Commission metering station and other facilities to be constructed pursuant to Subsection 5A of this Contract within 425 days after the effective date of this Contract. Bartlett shall, immediately upon execution of this Contract, commence all actions necessary to acquire all property rights not already owned by it necessary to fulfill the requirements of Subsection 5A of this Contract and this Subsection 10G.

H. Commencement of Construction of Commission Connection Facilities. The Commission shall cause design of the Commission Connection Facilities to be commenced within 28 days after receipt from Bartlett of the preliminary plans and specifications for the Bartlett Unit System Connection Facilities satisfactory to the Commission or 28 days after acquisition of all rights of way and other property by Bartlett acquired for the installation of the Commission Connection Facilities, whichever is later. The Commission shall cause construction

to be completed within 425 days after commencement of design as herein required or 300 days after receipt of the last approval from any governmental body required as a condition precedent to construction of the Commission Connection Facilities, whichever is later. Bartlett acknowledges and agrees, however, that the Commission may, in the exercise of its sole and absolute discretion, accelerate commencement of the design and construction of the Commission Connection Facilities, or completion of construction thereof, without in any way affecting the obligations of Bartlett under this Contract, including without limitation Bartlett's payment obligations.

I. Delivery of Water for Start-Up Purposes. The Commission shall use its best efforts, consistent with its prior obligations and legal obligations to its Charter Customers and its other customers and consistent with the fair and equitable treatment of all of its Contract Customers, to supply Bartlett with Lake Water for pressure testing, disinfecting, and flushing the Bartlett Unit System, the Bartlett Unit System Connection Facilities, and the required water storage facilities prior to completion of construction if (i) construction of the Bartlett Unit System, the Bartlett Unit System Connection Facilities, and the required water storage facilities is proceeding in the regular course to completion; (ii) the construction of the Commission Connection Facilities has been completed, other than the SCADA System facilities, to the point where the Commission Connection facilities are capable of serving their intended function or would be capable of serving their intended function except for the fact that the Bartlett Unit System or the Bartlett Unit System Connection Facilities are not complete; (iii) such Lake Water is utilized by Bartlett solely for purposes of pressure testing, disinfecting, and flushing the Bartlett Unit System, the Bartlett Unit System Connection Facilities, or the required water storage facilities; and (iv) Bartlett pays to the Commission, at the time specified in Subsection

7H of this Contract, an amount equal to the then current price per 1,000 gallons for Operation and Maintenance Costs times the amount of water, stated in thousands of gallons, actually received from the Commission for such purposes until such time as Bartlett first becomes obligated to make payments of Operation and Maintenance Costs pursuant to Subsections 7A and 7M of this Contract.

J. Illustrative Schedule of Events. An “Illustrative Schedule of Events” depicting, on the basis of assumptions concerning the length of time necessary to secure various governmental approvals, the sequence of work pursuant to this Section 10 is attached to this Contract as Exhibit F. In the event of any conflict or inconsistency between the provisions of Exhibit F and the provisions of this Section 10, the provisions of this Section 10 shall control.

SECTION 11. ASSIGNABILITY.

Bartlett shall not assign or transfer this Contract or any rights or interests herein without the advance written consent of the Commission.

The right to receive all payments that are required to be made by Bartlett to the Commission in accordance with the provisions of this Contract may be assigned by the Commission to any Trustee as provided in any Bond Ordinance to secure the payment of the principal of and the premium, if any, and interest on the Bonds as those amounts come due, subject to the application of those payments as may be provided in any Bond Ordinance. Bartlett, upon notice of assignment to any such Trustee, shall make all payments directly to such Trustee. Further, the rights of the Commission to enforce the provisions of this Contract may be assigned to any such Trustee and, in such event, such Trustee shall have the right to enforce this Contract at law or in equity with or without the further consent or participation of

the Commission. The Commission also may retain the right to enforce this Contract.

SECTION 12. FORCE MAJEURE.

If by reason of a force majeure event, either party to this Contract shall be rendered unable wholly or in part to carry out its obligation under this Contract, then if such party shall give notice and full particulars of such force majeure event in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure event, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure event" as employed herein shall mean acts of God; strikes, lockouts, or other industrial disturbances; acts of a public enemy; orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraints of government and people; civil disturbances; explosions, breakage, or accidents to machinery, pipelines, canals, or tunnels; partial or entire failure of water supply; and inability on the part of the Commission to deliver Lake Water hereunder, or of Bartlett to receive Lake Water hereunder, on account of any other causes not reasonably within the control or ability to cure of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and the above requirement that any force majeure event shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having

the difficulty. No force majeure event which renders either of the parties unable to perform under this Contract shall relieve Bartlett of its obligation to make payments to the Commission as required under Section 7 of this Contract and such payments shall continue as if the Bartlett Unit System were receiving its Full Water Requirements from the Commission.

SECTION 13. COMMISSION DEFAULTS.

Failure by the Commission to deliver Lake Water to Bartlett as required by this Contract or failure of the Commission to perform any other obligation under this Contract, and the continuation of that failure to perform for 30 days after written notice from Bartlett to the Commission of such failure, shall be a default of the Commission under this Contract, unless any such failure is excused pursuant to Section 12 of this Contract. If the Commission defaults under this Contract, then Bartlett may bring any action against the Commission allowed by law. No Commission default shall relieve Bartlett of its obligation to make payments to the Commission as required under Section 7 of this Contract and such payments shall continue as if the Bartlett Unit System were receiving its Full Water Requirements from the Commission.

SECTION 14. BARTLETT OBLIGATION UNCONDITIONAL.

Bartlett shall have no right to terminate, cancel, or rescind this Contract; no right to withhold from the Commission or any Trustee who is an assignee of the Commission pursuant to Section 11 of this Contract payments due or to become due under this Contract; no right to recover from the Commission or any such Trustee amounts previously paid under this Contract unless paid in error or contrary to the provisions of this Contract or law; no right of reduction or set-off against the amounts due or to become due under this Contract to the Commission or any such Trustee; and no lien on any amounts in any fund established by the Commission or such

Trustee for any reason or on account of the existence or occurrence of any event, condition, or contingency, whether foreseen or unforeseen or foreseeable or unforeseeable by Bartlett or the Commission or any other person, including by way of illustration and not limitation by reason of the fact that the Waterworks System in whole or in part is not completed, operable, or operating; or the output of the Waterworks System in whole or in part is suspended, interrupted, interfered with, reduced, or curtailed; or any party to the Chicago Contract, including the City of Chicago, does not perform in whole or in part thereunder; or the Water Allocation of any of the Commission's Contract Customers is modified or terminated or any such Contract Customer does not perform in whole or in part any agreement or instrument, it being the intent hereof that Bartlett shall be absolutely and unconditionally obligated to make all payments under this Contract. The Commission may issue its Bonds in specific reliance on the limitations set forth in this Section 14 with respect to the rights of Bartlett.

SECTION 15. COOPERATION IN CONSTRUCTION; EASEMENTS.

Bartlett shall cooperate with the Commission in the construction and acquisition of the Waterworks System. Bartlett is responsible for acquiring all necessary real property and easements within the Village to build the Connection Facilities and shall transfer that insured real property and insured easements to the Commission upon acquisition. Additionally, Bartlett, within 30 days after Commission's request therefor, shall grant without charge to the Commission all required construction easements and all insured easements necessary for portions of the Waterworks System to be located on Bartlett's property, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing, provided the Commission agrees to restore the easement property in a reasonable

manner after construction. Bartlett shall grant the Commission all access to its property necessary to construct and install the Commission Connection Facilities and all other equipment and appurtenant devices to the Point of Delivery.

SECTION 16. COOPERATION IN ISSUANCE OF BONDS.

Bartlett shall cooperate with the Commission in the issuance of Bonds. In connection therewith, Bartlett shall comply with all reasonable requests of the Commission and shall upon request do as follows:

- A. Make available general and financial information about itself; and
- B. Consent to publication and distribution of its financial information; and
- C. Certify that general and financial information about it is accurate, does not contain an untrue statement of a material fact, and does not omit to state a material fact necessary in order to make the statements in that information, in light of the circumstances under which they were made, not misleading; and
- D. Make available certified copies of official proceedings; and
- E. Provide reasonable certifications to be used in a transcript of closing documents; and
- F. Provide and pay for reasonably requested opinions of counsel of its choice as to the validity of its actions taken with respect to, and the binding effect of, this Contract, title to the Bartlett Unit System, pending or threatened litigation which could materially affect its performance hereunder, and other reasonably related opinions.

SECTION 17. REGULATORY BODIES.

The Commission and Bartlett through this Contract seeks to exercise and maintain all sovereign rights granted to it under and through the Constitution and laws of the State of

Illinois. This Contract shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, the State of Illinois, any governmental body or agency having lawful jurisdiction, and any authorized representative or agent of any of them; provided, however, that this clause shall not be construed as waiving the right of either party to challenge the validity of such rule, regulation, or law on any basis, including the impairment of this Contract.

SECTION 18. OTHER WATER SUPPLIERS.

Notwithstanding any of the provisions of this Contract, the Commission is not prohibited by this Contract from entering into cooperative arrangements with other suppliers or users of Lake Water to provide Lake Water to each other to meet each other's water needs, provided that these arrangements do not interfere, except in emergencies, with the delivery of Lake Water to the Bartlett Unit System.

SECTION 19. NOTICES; EVIDENCE OF ACTIONS; WAIVER.

A. Notices. All notices or communications provided for herein shall be in writing and shall be delivered either in person or by United States mail, by certified mail with return receipt requested, postage prepaid, and addressed as follows:

To the Commission:
DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126
Attention: General Manager

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

until and unless other addresses or addressees are specified by notice given in accordance herewith.

B. Evidence of Actions. Any action hereunder to be taken by the Commission or Bartlett may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances, as applicable) duly certified by the Clerk of the Commission or the Village Clerk of Bartlett.

All notices, demands, requests, consents, approvals, and other instruments required or permitted to be made or given by Bartlett pursuant to this Contract shall be in writing, signed by a duly authorized officer, agent, or attorney of Bartlett.

C. Waiver. No course of dealing or failure of the Commission or Bartlett to enforce strictly any term, right, or condition of this Contract shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Contract shall operate as a waiver of any other term, right, or condition.

SECTION 20. EFFECTIVE DATE; TERMINATION; PAYMENT OF INTERIM COSTS; TERM.

A. Effective Date. Except for the provisions of Section 10 of this Contract relating to the commencement of certain work following execution of this Contract and except for the provisions of Section 21 of this Contract relating to the payment of certain costs, as to which provisions this Contract shall be effective immediately after authorization and execution by both parties hereto, this Contract shall be effective upon authorization and execution by both parties hereto and issuance by the State of Illinois Department of Natural Resources, Office of Water Resources, of a Water Allocation permit to Bartlett for each discrete and non-contiguous service

area served by the Bartlett Unit System.

B. IDNR Approval. If the State of Illinois Department of Natural Resources, Office of Water Resources, in a final, non-appealable order declines Bartlett's application for a Water Allocation permit for Bartlett's service area served by the Bartlett Unit System, this Contract shall be of no force or effect except to the extent provided in Sections 10 and 21 of this Contract as aforesaid. If the State of Illinois Department of Natural Resources, Office of Water Resources, has not approved Bartlett's application for a Water Allocation permit for Bartlett's service area served by the Bartlett Unit System, either party, by written notice to the other, may terminate this Contract, in which event this Contract shall be of no force or effect except to the extent provided in Sections 10 and 21 of this Contract as aforesaid.

C. Commission Right to Terminate. If the Bartlett Unit System has not been constructed, installed, and completed to a point where it is capable of serving its intended function at the time Bartlett first becomes obligated to make payments of Operation and Maintenance Costs pursuant to Subsection 7M of this Contract, the Commission may, in its sole and absolute discretion, terminate this Contract, in which event the Commission shall give notice to Bartlett not less than 20 days in advance of its intention to terminate this Contract and shall provide Bartlett an opportunity for a hearing before the Commission prior to the effective date of such termination and, upon the concurrence of a majority of the Commissioners of the Commission following the conclusion of such hearing, this Contract shall be of no further force or effect except for the provisions of Subsection 20D below, as to which provisions this Contract shall remain in full force and effect.

D. Payment of Interim Costs. Whether or not the Bartlett Unit System is ever

completed, operable, or operating, Bartlett shall pay to the Commission all attorneys', engineering, and administrative fees, costs, and expenses incurred by the Commission for any work related to, or participation in, any regulatory proceeding which shall be required or requested of the Commission by the Illinois Department of Department of Natural Resources, Office of Water Resources, or by Bartlett as a result of, or a occasioned by, this Contract and, further, shall pay to the Commission all attorneys', engineering, and administrative fees, costs, and expenses incurred by the Commission in connection with the negotiation, preparation, consideration, and review of this Contract and in implementing the terms of this Contract, including without limitation the costs of the design and construction of the Commission Connection Facilities. If the Bartlett Unit System has not been completed as and when required by Subsection 20C above and the Commission elects, in its sole and absolute discretion, to terminate this Contract pursuant to Subsection 20C above, then Bartlett's payment hereunder shall be due and payable immediately after receipt by it of an invoice from the Commission detailing such costs, after deducting therefrom the amount or amounts of any prepayments made pursuant to Subsection 7K of this Contract. If the amount or amounts of any such prepayments exceed Bartlett's payment obligation hereunder, the Commission shall refund the difference to Bartlett. If either (i) the Bartlett Unit System is completed as and when required by Subsection 20C above or (ii) if not completed, the Commission does not elect to terminate this Contract, then such costs shall be treated as part of the Connection Facilities Cost provided in Subsection 7C of this Contract.

E. Term. Unless this Contract is sooner terminated by the Commission pursuant to Subsection 20C above, this Contract shall continue in force and effect until February 24, 2024.

SECTION 21. GOVERNING LAW AND VENUE.

This Contract shall be construed exclusively under the applicable laws, but not the conflicts of laws rules, of the State of Illinois. Venue for any litigation arising out of this Contract shall only be proper in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

SECTION 22. MODIFICATIONS OR AMENDMENTS.

This Contract shall not be modified or amended in any way except in writing approved by both parties hereto. No such modification or amendment shall materially impair or adversely affect the ability or obligation of Bartlett to make payments to the Commission to meet the Commission's obligations under the Chicago Contract, the Charter Customer Contract, and the Bond Ordinances.

SECTION 23. EXHIBITS INCORPORATED.

Exhibits A, B-1, B-2, C, D, E, F, G and H to this Contract are hereby fully incorporated into this Contract as substantive provisions of this Contract.

SECTION 24. EXECUTION IN COUNTERPARTS.

This Contract shall be executed in two counterparts, each of which shall be deemed to be an original, and each of which shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be affixed hereto and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

Date: _____, 2017

VILLAGE OF BARTLETT

By: _____
Its _____

ATTEST:

Village Clerk

Date: _____, 2017

DUPAGE WATER COMMISSION

By: _____
Its _____

ATTEST:

Clerk

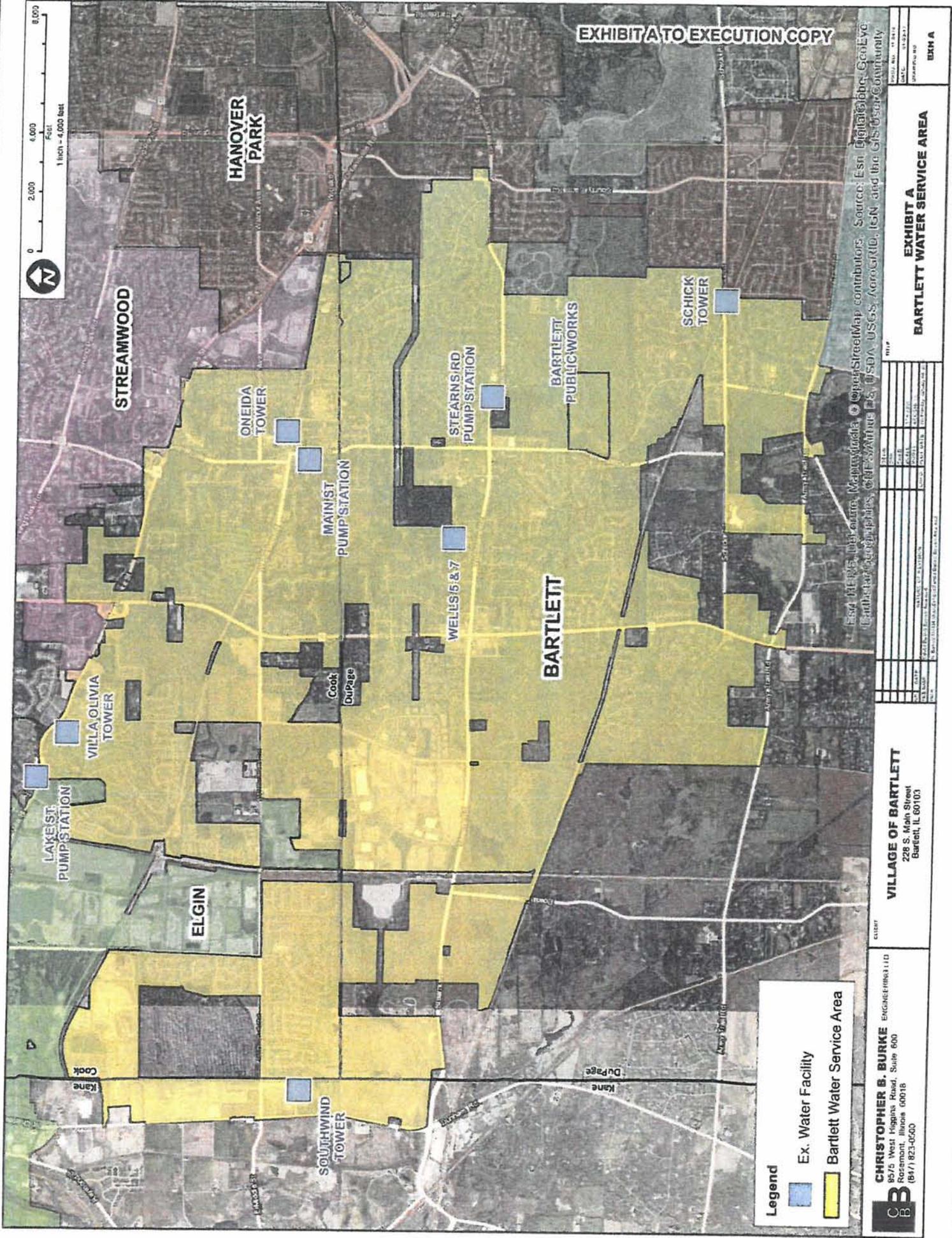
EXHIBITS

- Exhibit A: Bartlett System and Service Area
- Exhibit B-1: Preliminary Plans for Bartlett System Connection Facilities
- Exhibit B-2: Preliminary Plans for Commission Connection Facilities and the Points of Delivery
- Exhibit C: Calculation of Water Storage Requirements
- Exhibit D: Metering Station Easement Agreement
- Exhibit E: Illustrative Calculation of Capital Cost Recovery Charge
- Exhibit F: Illustrative Schedule of Events
- Exhibit G: Intergovernmental Agreement Concerning Loan for Capital Cost Recovery Charge to the Village of Bartlett
- Exhibit H: Intergovernmental Agreement Concerning Loan for Connection Facilities to Implement Water Service to the Village of Bartlett

EXHIBIT A TO
EXECUTION COPY

EXHIBIT A

BARTLETT SYSTEM AND SERVICE AREA



Legend

- Ex. Water Facility
- Bartlett Water Service Area

CHRISTOPHER B. BURKE ENGINEERING LTD
 8575 West Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (817) 823-0500

VILLAGE OF BARTLETT
 228 S. Main Street
 Bartlett, IL 60103

NO.	DATE	DESCRIPTION	BY
1	11/14/14	ISSUED FOR PERMITTING	CHB
2	01/21/15	REVISED	CHB
3	02/11/15	REVISED	CHB
4	02/11/15	REVISED	CHB
5	02/11/15	REVISED	CHB
6	02/11/15	REVISED	CHB
7	02/11/15	REVISED	CHB
8	02/11/15	REVISED	CHB
9	02/11/15	REVISED	CHB
10	02/11/15	REVISED	CHB

EXHIBIT A
BARTLETT WATER SERVICE AREA

BKH A

Map data © OpenStreetMap contributors, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNR/Airphoto, USDA/GSA, AeroGRID, IGN, and the GIS User Community

EXHIBIT B-1 TO
EXECUTION COPY

EXHIBIT B-1

PRELIMINARY PLANS FOR BARTLETT SYSTEM
CONNECTION FACILITIES

EXHIBIT B-1

PRELIMINARY PLANS FOR BARTLETT
SYSTEM CONNECTION FACILITIES

MINIMUM REQUIREMENTS FOR PRESSURE ADJUSTING (PA)
STATIONS AND SCHEMATICS

1. Rate Controllers shall be adjusted and the water distribution shall otherwise be operated to take a normally uniform flow rate from the DWC system. The maximum hourly rate should in no case be greater than 1.7 times the average annual hourly rate based on the current Lake Michigan water allocation for the PA station. The adequacy of customer system storage and proper operation of storage facilities to assure uniform take-off is the customer's responsibility.
2. Designs shall provide for the appropriate fluctuation of customer storage facility levels to assure uniform take-off. Elevated storage tanks shall be fluctuated appropriately during sub freezing conditions.
3. Emergency bypass lines, flow rate controllers and system isolation check valves shall be required in all designs.
4. Altitude valves or other appropriate means for preventing elevated and ground storage tank overflows are recommended if such provisions do not already exist in the customer's system.
5. Surge relief facilities for protection of both the customer and DWC facilities shall be required.
6. The type and design of the PA station will be dependent upon:
 - a. The difference between, (i) the minimum DWC system pressure (hydraulic grade) 10 feet downstream of the OWC Metering Station (MS) and, (ii) the customer's elevated tank overflow or system pressure.
 - b. Whether ground storage will be used to receive water at the PA station.

In general, the recommended design types for the various receiving facility designs and the differential between the minimum DWC system grade (at the point of delivery) and the customer system elevated tank overflows or system pressure are as follows:

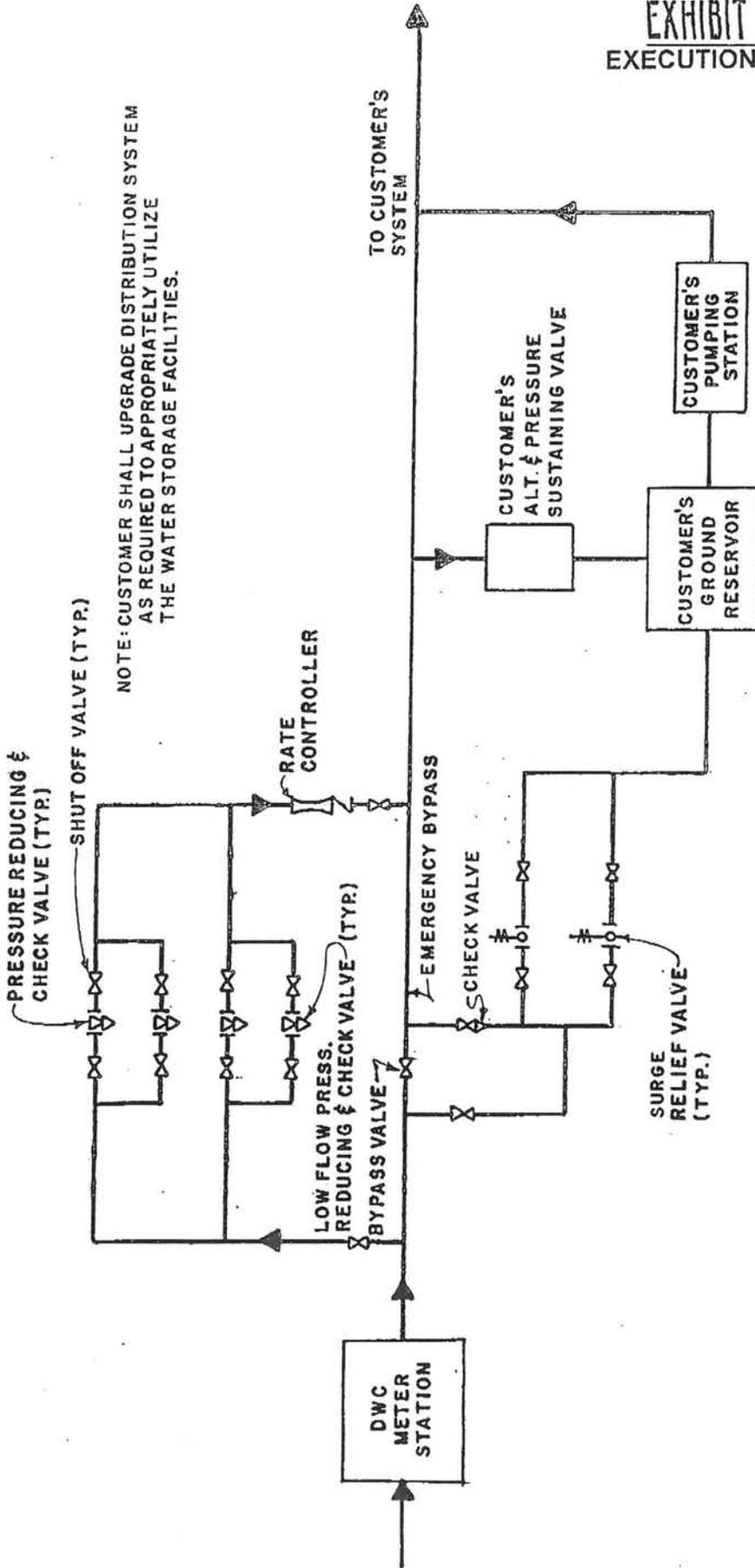
<u>Design Type</u>	<u>Head (DWC - Customer)</u>
Pressure Reducing (Type A & 8)	> / = 28 feet
Rate Control (Type C)	< 28 feet & >/= 0 feet
Pressure Increasing (Type D)	< 0 feet

EXHIBIT B-1

PRELIMINARY PLANS FOR BARTLETT
SYSTEM CONNECTION FACILITIES

7. Where pumping stations are required (Type D), each station shall be equipped with three (3) pumping units of equal size. Each unit shall have rated capacity of approximately equal to the average day, year 2020 flow, at the station. Two (2) pumping units shall have a combined capacity to provide maximum day, year 2020 flow (1.7 times average day year 2020 flow). The third unit is for standby. A fourth space is shown on the pumping station (Type D) schematic for an additional pumping unit at the customer's option.
8. The facility requirements indicated are for illustrative purposes showing general guidelines and various design functions to be provided. Each station shall be designed and proper equipment shall be selected to meet local and specific conditions.
9. Emergency conditions may permit three (3) times average day flow at the PA based on the year 2020 Lake Michigan Water Allocation or 1500 GPM, whichever is greater.
10. The Commission will only provide a chlorine residual meeting State and Federal Standards at the point of delivery. Additional chlorination facilities, if required, shall be provided by the customer at the customer's expense.

SCHEMATIC OF PRESSURE REDUCING STATION UTILIZING GROUND STORAGE TYPE A



NOTE: CUSTOMER SHALL UPGRADE DISTRIBUTION SYSTEM AS REQUIRED TO APPROPRIATELY UTILIZE THE WATER STORAGE FACILITIES.

EXHIBIT B-1 to
EXECUTION COPY

SCHEMATIC OF PRESSURE REDUCING STATION TYPE B

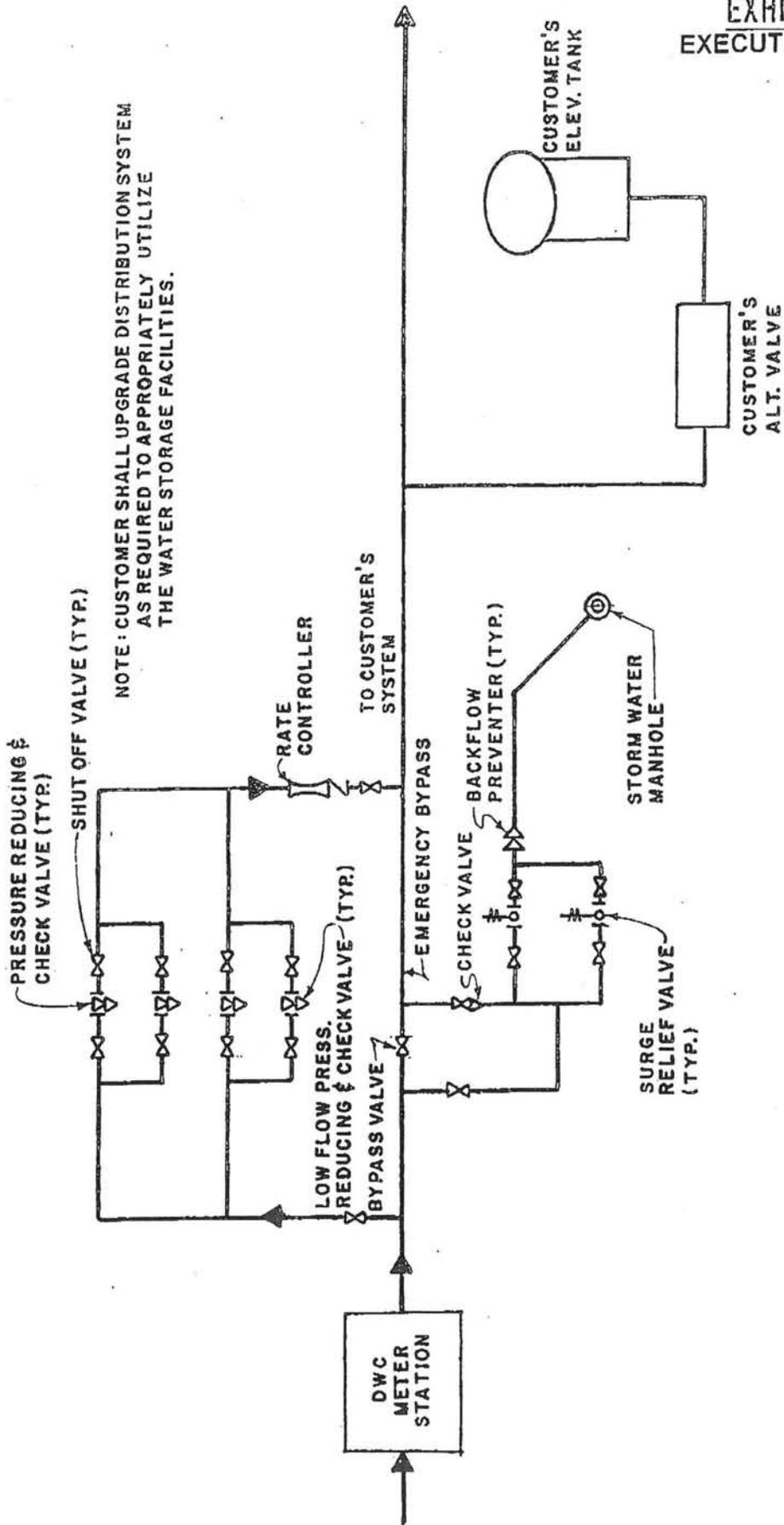


EXHIBIT B-1 to
EXECUTION COPY

SCHEMATIC OF RATE CONTROL STATION TYPE C

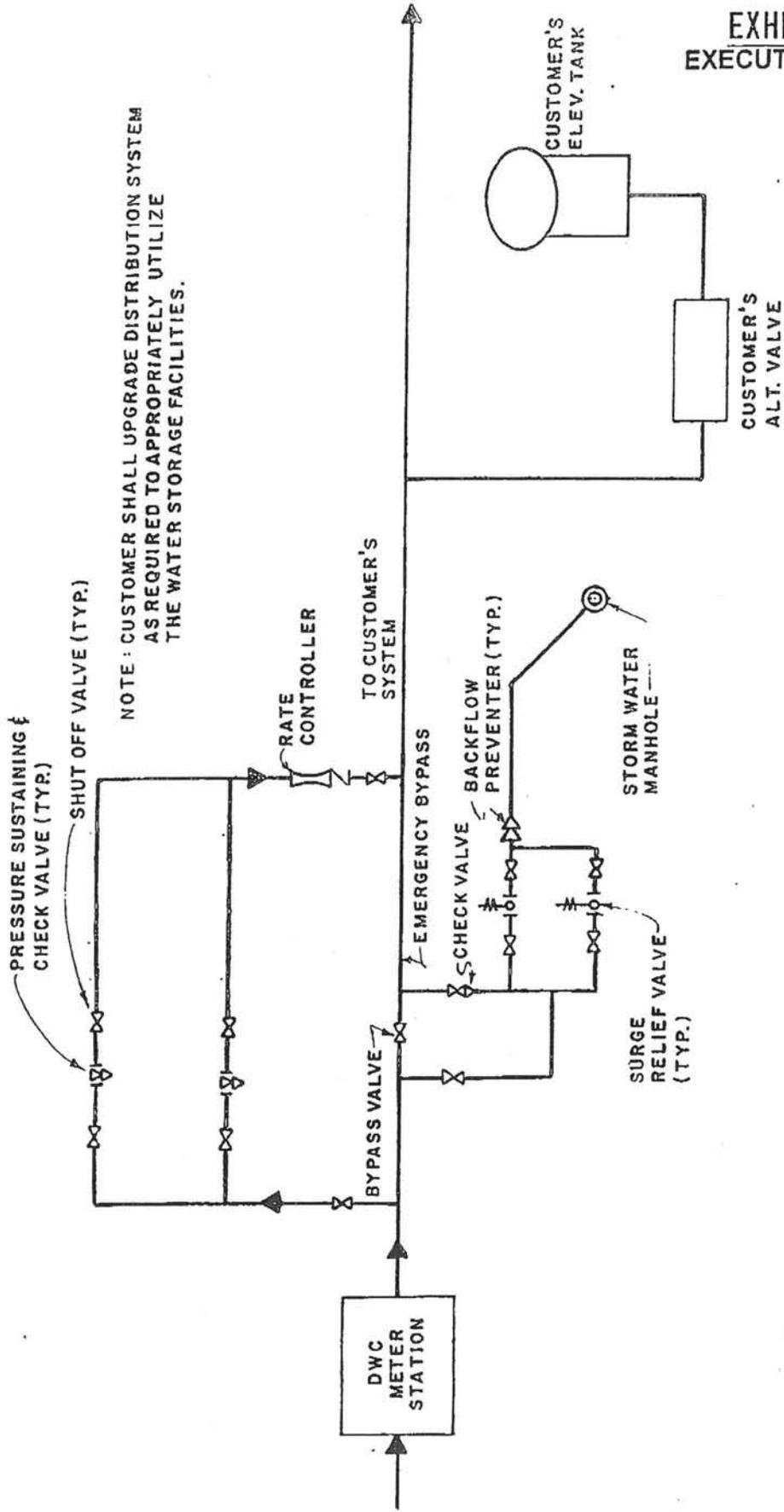
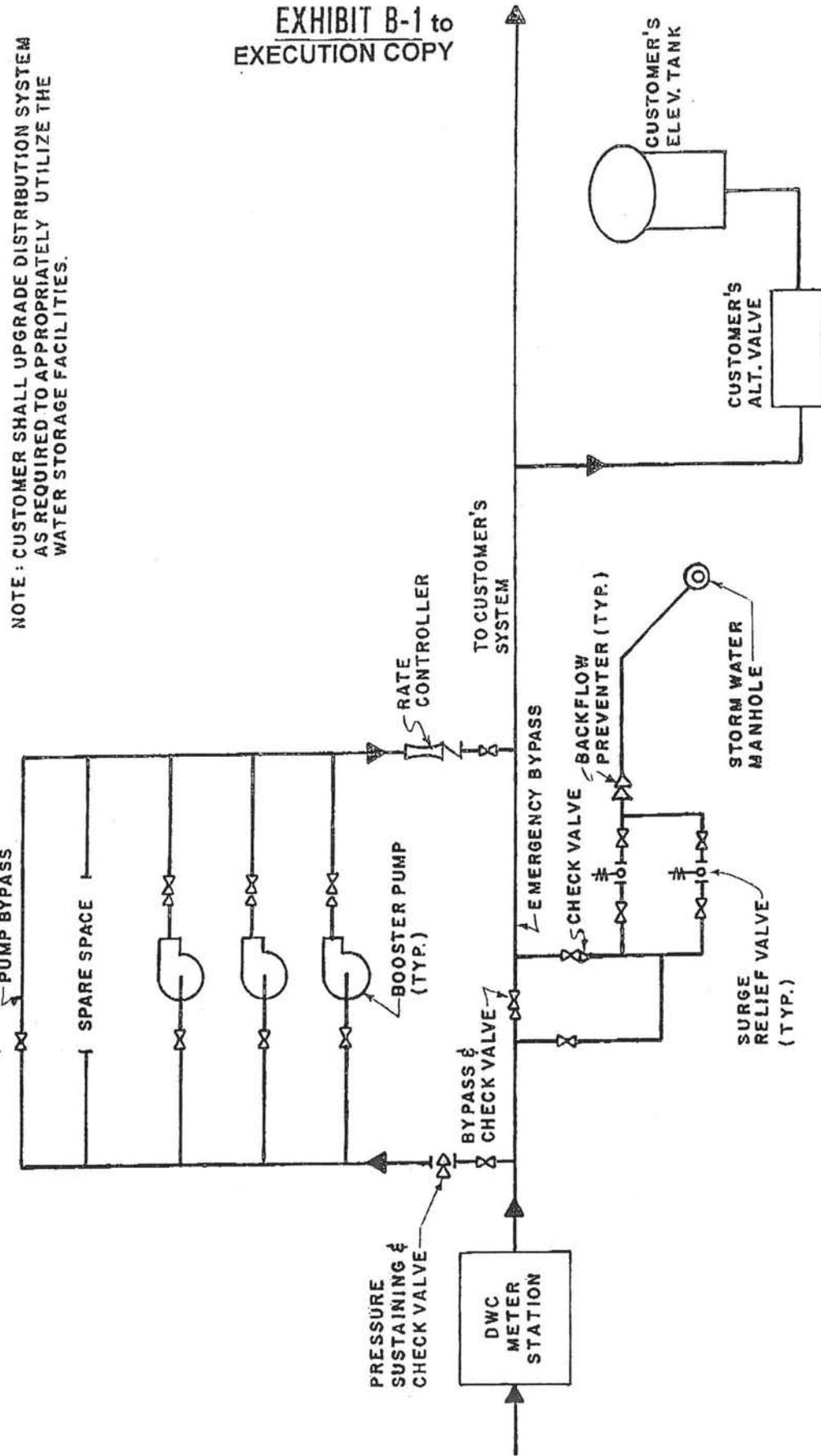


EXHIBIT B-1 to
EXECUTION COPY

SCHEMATIC OF PRESSURE INCREASING STATION TYPE D



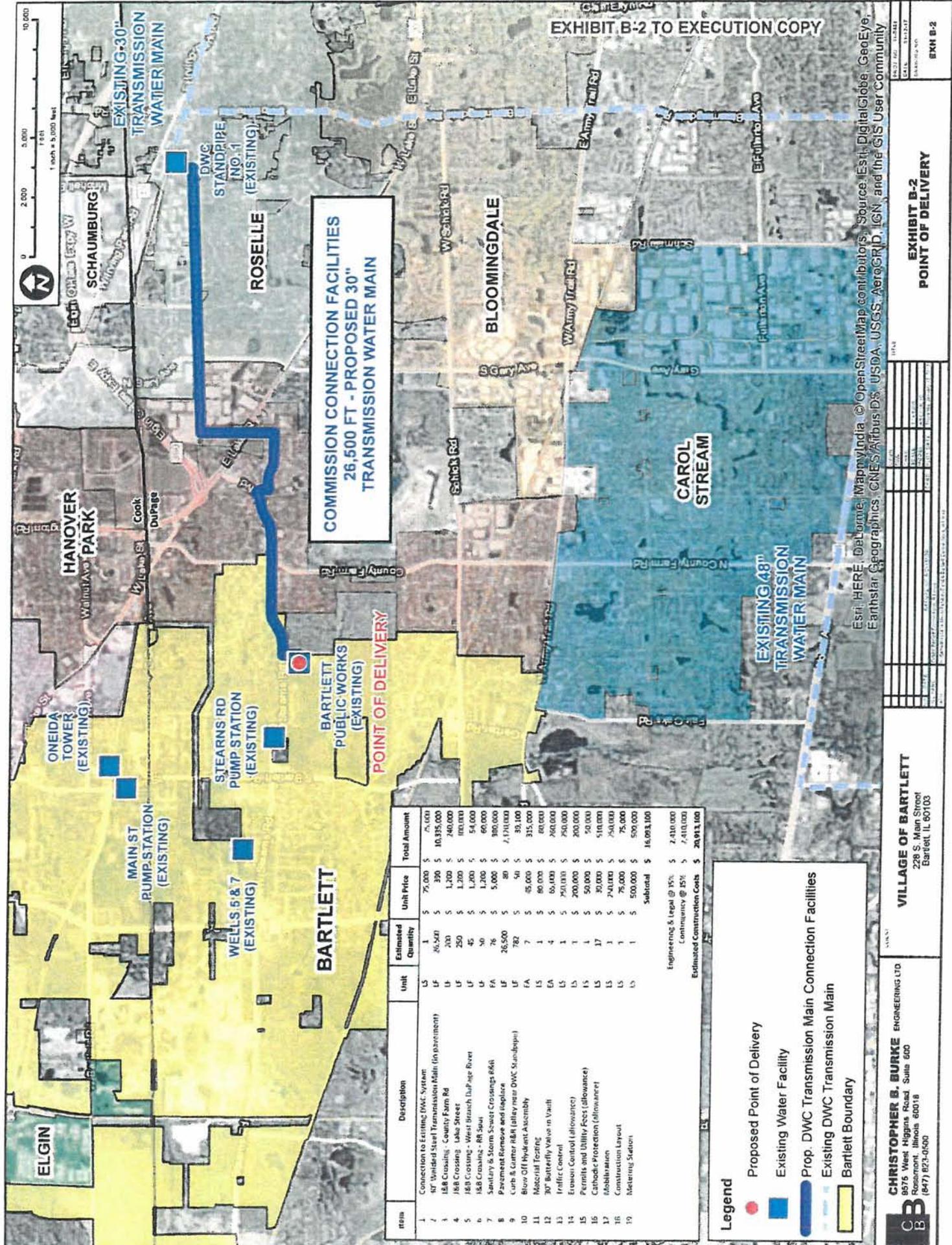
NOTE: CUSTOMER SHALL UPGRADE DISTRIBUTION SYSTEM AS REQUIRED TO APPROPRIATELY UTILIZE THE WATER STORAGE FACILITIES.

EXHIBIT B-1 to
EXECUTION COPY

EXHIBIT B-2 TO
EXECUTION COPY

EXHIBIT B-2

PRELIMINARY PLANS FOR COMMISSION CONNECTION
FACILITIES AND THE POINTS OF DELIVERY



Item	Description	Unit	Estimated Quantity	Unit Price	Total Amount
1	Connection to Existing DWAC System	LS	1	\$ 75,000	\$ 75,000
2	18" Welded Steel Transmission Main (in pavement)	LF	26,500	\$ 390	\$ 10,355,000
3	18" Crossing - County Farm Rd	UF	300	\$ 1,200	\$ 360,000
4	18" Crossing - Lake Street	UF	250	\$ 1,200	\$ 300,000
5	18" Crossing - West Branch DuPage River	UF	45	\$ 1,200	\$ 54,000
6	18" Crossing - RR Spur	UF	50	\$ 1,200	\$ 60,000
7	Sanitary & Storm Sewer Crossings R&H	FA	76	\$ 5,000	\$ 380,000
8	Pavement Remove and Replace	LF	26,500	\$ 80	\$ 2,120,000
9	Curb & Gutter R&H (alley near DWAC Standpipe)	LF	782	\$ 50	\$ 39,100
10	Blow Off Hydrant Assembly	FA	7	\$ 45,000	\$ 315,000
11	30" Butterfly Valve in Vault	LS	1	\$ 80,000	\$ 80,000
12	Traffic Control	EA	4	\$ 65,000	\$ 260,000
13	Erosion Control (allowance)	LS	1	\$ 200,000	\$ 200,000
14	Permits and Utility Fees (allowance)	LS	1	\$ 50,000	\$ 50,000
15	Cathodic Protection (allowance)	LS	17	\$ 30,000	\$ 510,000
16	Mobilization	LS	1	\$ 240,000	\$ 240,000
17	Construction Layout	LS	1	\$ 75,000	\$ 75,000
18	Metering Station	LS	1	\$ 500,000	\$ 500,000
19				Subtotal	\$ 16,093,100
	Engineering & Legal @ 15%				\$ 2,410,000
	Contingency @ 15%				\$ 2,410,000
	Estimated Construction Costs				\$ 20,913,100

Legend

- Proposed Point of Delivery
- Existing Water Facility
- Prop. DWAC Transmission Main Connection Facilities
- Existing DWAC Transmission Main
- Bartlett Boundary

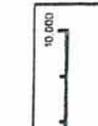
CHRISTOPHER B. BURKE ENGINEERING LTD
 8576 West Higgins Road Suite 600
 Rosemont, Illinois 60018
 (847) 823-0400

VILLAGE OF BARTLETT
 228 S. Main Street
 Bartlett, IL 60103

NO.	DATE	DESCRIPTION
1	11/14/18	ISSUED FOR PERMITTING
2	11/14/18	ISSUED FOR PERMITTING
3	11/14/18	ISSUED FOR PERMITTING
4	11/14/18	ISSUED FOR PERMITTING
5	11/14/18	ISSUED FOR PERMITTING
6	11/14/18	ISSUED FOR PERMITTING
7	11/14/18	ISSUED FOR PERMITTING
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25	11/14/18	ISSUED FOR PERMITTING
26	11/14/18	ISSUED FOR PERMITTING
27	11/14/18	ISSUED FOR PERMITTING
28	11/14/18	ISSUED FOR PERMITTING
29	11/14/18	ISSUED FOR PERMITTING
30	11/14/18	ISSUED FOR PERMITTING

EXHIBIT B-2
POINT OF DELIVERY

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DATE: 11/14/18
 DRAWING NO: 18-001
 EXHIBIT B-2

EXHIBIT C TO
EXECUTION COPY

EXHIBIT C

CALCULATION OF WATER STORAGE REQUIREMENTS

CUSTOMER WATER STORAGE

CUSTOMER	EXISTING STORAGE (MG)	2016 ALLOCATION (IN MGD)	% OF SYSTEM	REQUIRED STORAGE	SHALLOW WELL ALLOWANCE	% OF DWC STORAGE (MG)	STORAGE ABOVE OR (BELOW) REQ
ADDISON	6.75	4.366	4.23%	8.73	0.87	2.64	1.53
ARGONNE NAT'L LAB	1.60	0.758	0.73%	1.52	0.15	0.46	0.69
BARTLETT (1)	5.00	3.190	3.09%	6.38	0.64	1.93	1.19
BENSENVILLE	3.55	2.598	2.52%	5.20	0.00	1.57	(0.07)
BLOOMINGDALE	4.80	2.935	2.84%	5.87	0.59	1.78	1.29
CAROL STREAM	6.50	4.519	4.38%	9.04	0.90	2.74	1.10
CLARENDON HILLS	1.25	0.866	0.84%	1.73	0.17	0.52	0.22
DARIEN	4.00	3.121	3.02%	6.24	0.62	1.89	0.27
DOWNERS GROVE	8.00	6.995	6.78%	13.99	1.40	4.24	(0.36)
DUPAGE COUNTY (Glen Ellyn Heights)	0.25	0.251	0.24%	0.50	0.05	0.15	(0.05)
DUPAGE COUNTY (SERWF)	0.88	0.682	0.66%	1.36	0.14	0.41	0.07
DUPAGE COUNTY (Steel Run)	0.25	0.187	0.18%	0.37	0.04	0.11	0.03
DUPAGE COUNTY (Hobsen Rd.)	0.25	0.099	0.10%	0.20	0.02	0.06	0.13
ELMHURST	15.00	4.729	4.58%	9.46	0.95	2.86	9.35
GLENDALE HEIGHTS	4.70	2.934	2.84%	5.87	0.59	1.78	1.20
GLEN ELLYN (5)	3.20	3.093	3.00%	6.19	0.62	1.87	(0.49)
HINSDALE	4.50	2.858	2.77%	5.72	0.57	1.73	1.09
IAWC-ARROWHEAD	0.40	0.190	0.18%	0.38	0.04	0.12	0.17
IAWC-COUNTRY CLUB	0.20	0.105	0.10%	0.21	0.02	0.06	0.07
IAWC-DUPAGE/LISLE (2)	0.91	0.573	0.56%	1.15	0.11	0.35	0.23
IAWC-LOMBARD HEIGHTS (3)	0.07	0.065	0.06%	0.13	0.01	0.04	(0.01)
IAWC-LIBERTY RIDGE EAST (5)	0.07	0.046	0.04%	0.09	0.01	0.03	0.02
IAWC-LIBERTY RIDGE WEST (4)	0.40	0.331	0.32%	0.66	0.07	0.20	0.00
IAWC-VALLEY VIEW	0.88	0.700	0.68%	1.40	0.14	0.42	0.04
ITASCA	3.50	1.824	1.77%	3.65	0.36	1.10	1.32
LISLE (2)	4.79	3.167	3.07%	6.33	0.63	1.92	1.01
LOMBARD (3)	6.15	5.017	4.86%	10.03	1.00	3.04	0.15
NAPERVILLE	43.90	20.531	19.89%	41.06	4.11	12.43	19.38
OAK BROOK	8.00	4.385	4.25%	8.77	0.88	2.66	2.76
OAKBROOK TERRACE	0.50	0.293	0.28%	0.59	0.00	0.18	0.09
ROSELLE	1.75	2.296	2.22%	4.59	0.00	1.39	(1.45)
VILLA PARK	3.80	2.182	2.11%	4.36	0.44	1.32	1.19
WESTMONT	4.50	3.019	2.92%	6.04	0.60	1.83	0.89
WHEATON	7.26	5.933	5.75%	11.87	1.19	3.59	0.17
WILLOWBROOK	4.00	1.378	1.33%	2.76	0.00	0.83	2.08
WINFIELD (4)	1.60	1.118	1.08%	2.24	0.22	0.68	0.26
WOOD DALE	3.35	1.654	1.60%	3.31	0.33	1.00	1.37
WOODRIDGE	6.15	4.237	4.10%	8.47	0.85	2.57	1.09
CUSTOMER TOTAL	172.66	103.225	100.00%	206.45	19.33	62.50	48.04
COMMISSION TOTAL	62.50						
TOTAL	235.16						

- (1) 3 MG OF ADDITIONAL GROUND STORAGE IS PLANNED TO BE ADDED BY 2019
- (2) LISLE CONTRACTED STORAGE TO IAWC DUPAGE/LISLE
- (3) LOMBARD CONTRACTED STORAGE TO IAWC LOMBARD
- (4) WINFIELD CONTRACTED STORAGE TO IAWC LIBERTY RIDGE WEST
- (5) GLEN ELLYN CONTRACTED STORAGE TO IAWC LIBERTY RIDGE EAST

EXHIBIT D TO
EXECUTION COPY

EXHIBIT D

METERING STATION EASEMENT AGREEMENT

**EXHIBIT D to
Draft Copy 12/16**

**DUPAGE WATER COMMISSION
METERING STATION
EASEMENT AGREEMENT
(Village of Bartlett Unit System)**

PERMANENT REAL ESTATE TAX INDEX NO. _____

Prepared by and Mail to:

John Spatz
General Manager
DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Phone: 630-834-0100
Fax: 630-834-0120

METERING STATION
EASEMENT AGREEMENT
(Village of Bartlett Unit System)

THIS EASEMENT AGREEMENT, made and entered into this ____ day of _____, 2017, by and between the DUPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission") and the VILLAGE OF BARTLETT, a unit of local government created and existing under the laws of the State of Illinois (the "Customer"),

WITNESSETH:

WHEREAS, the Commission and the Customer have entered into a certain Water Purchase and Sale Contract dated as of _____, 2017 (the "Contract"); and

WHEREAS, the Contract provides that the Commission is to furnish, install, own, operate, maintain, repair, and replace certain equipment and devices, together with certain above-ground structures and portions of its water distribution mains, including underground feeder pipe lines and related equipment, for properly conveying and measuring the quantity of Lake Michigan water delivered by the Commission to the Customer under the Contract (each collectively referred to as a "Village of Bartlett Metering Station"); and

WHEREAS, the Contract provides that each Village of Bartlett Metering Station is to be located at a site selected and provided by the Customer, subject to review and approval by the Commission; and

WHEREAS, the Customer has selected the site legally described and generally depicted in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Village of Bartlett Building Easement") for the location of a

Village of Bartlett Metering Station as generally depicted in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof; and

WHEREAS, the Commission has reviewed the Village of Bartlett Building Easement and approved the same for the location of the Village of Bartlett Metering Station; and

WHEREAS, the Commission has submitted to the Customer for review the drawings and specifications for the Village of Bartlett Metering Station; and

WHEREAS, the Commission and the Customer desire to enter into this Easement Agreement in order to provide the Commission with a sufficient property interest in the Village of Bartlett Building Easement to fulfill the provisions and purpose of the Contract;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, and other applicable authority, the Commission and the Customer hereby agree as follows:

1. The foregoing recitals are hereby incorporated herein as substantive provisions of this Easement Agreement.

2. The Customer hereby grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a perpetual non-exclusive easement to construct, furnish, install, own, operate, maintain, test, inspect, remove, repair, and replace the Village of Bartlett Metering Station at, in, under, and upon the Village of

Bartlett Building Easement, together with all reasonable rights of ingress and egress along or across any adjoining lands of, or under the jurisdiction and control of, the Customer. The Customer hereby further grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a non-exclusive perpetual access easement along and across the lands described as the access easement on Exhibit A.

3. The Village of Bartlett Metering Station shall not be located, constructed, or maintained in any manner not in substantial conformity with Exhibit B without the express consent of the Customer, which consent shall not be unreasonably withheld.

4. The Commission shall exercise the easement rights hereby granted with due care, and shall not unreasonably interfere with, damage, or harm any Customer property located upon the Village of Bartlett Building Easement and Customer's adjacent property.

5. All fences, roads, landscaping, and improvements shall be restored to former condition by the Commission if disturbed or altered in any manner by construction or maintenance activities of the Commission.

6. The Customer hereby reserves the right to use the Village of Bartlett Building Easement and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Commission of the rights granted hereunder; provided, however, that the Customer shall not in any manner disturb, damage, destroy, injure, obstruct, or permit to be obstructed the Village of Bartlett Metering Station without the express prior written consent of the Commission; nor shall the Customer permanently or temporarily improve, damage, or obstruct the Village of

Bartlett Building Easement or the access easement premises in any manner that would impair the exercise by the Commission of the rights hereby granted.

7. The Customer agrees to indemnify and defend the Commission with respect to any and all claims of damages to persons or property that may arise directly from the negligence of the Customer, or its agents or employees, in performing any work on the Village of Bartlett Building Easement and Customer's adjacent property in conjunction with its rights pursuant to Paragraph 6 hereof, and, except as otherwise provided in the Contract, the Commission agrees to indemnify and defend the Customer with respect to any and all claims of damages to persons or property that may arise directly from the negligence of the Commission, or its agents or employees, in performing any work on the Village of Bartlett Building Easement and Customer's adjacent property in conjunction with its rights pursuant to Paragraphs 2, 4, and 5 hereof. The Customer shall provide to the Commission, and the Commission shall provide to the Customer, a certificate of insurance or proof of self-insurance coverage as evidence of its continuing ability to meet the obligation established in this Paragraph, and both shall maintain such coverage at all times.

8. This Easement Agreement shall constitute and stand in the place of all Customer permits required by the Commission or its contractor to construct, furnish, install, own, operate, maintain, test, inspect, remove, repair, and replace the Village of Bartlett Metering Station at, in, under, and upon the Village of Bartlett Building Easement, and the Customer hereby agrees to execute any and all additional documents, approvals, waivers, or consents, if any, that may be reasonably necessary

for the Commission to secure any permits required from any county, state, or federal agency for or in connection with constructing, furnishing, installing, owning, operating, maintaining, testing, inspecting, repairing, removing, or replacing the Village of Bartlett Metering Station.

9. In the event that the Contract is terminated without renewal with respect to the Customer, the Commission shall, within 90 days, execute and deliver to the Customer an appropriate document evidencing the termination of this Easement Agreement and releasing the permanent easement and access rights hereby granted. The Commission may, within said 90 day period, at its own expense, and in its own discretion, remove the Village of Bartlett Metering Station from the Village of Bartlett Building Easement. If the Commission fails to remove the Village of Bartlett Metering Station, as aforesaid, the Customer may take title to the Village of Bartlett Metering Station.

10. All rights, title, and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective grantees, successors, assigns, and legal representatives.

11. All representations and warranties contained herein shall survive the execution of this Easement Agreement and the recordation hereof and shall not be merged.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper representatives duly authorized to execute the same.

DUPAGE WATER COMMISSION

ATTEST:

By: _____
John Spatz
General Manager

Carolyn Johnson
Clerk

VILLAGE OF BARTLETT

ATTEST:

By: _____
Its: _____

By: _____

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of the Village of Bartlett, and _____, personally known to me to be the _____ of the Village of Bartlett, and personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said County, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2017.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
VILLAGE OF BARTLETT)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John Spatz, personally known to me to be the General Manager of the DuPage Water Commission, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument as his free and voluntary act, and as the free and voluntary act of said Commission, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2017.

Notary Public

My Commission Expires: _____

EXHIBIT E TO
EXECUTION COPY

EXHIBIT E

ILLUSTRATIVE CALCULATION OF
CAPITAL COST RECOVERY CHARGE

DuPage Water Commission
 Calculation of Capital Cost Recovery Charge as of December 31, 2016
 For the Village of Bartlett

Fixed Assets (Audited as of 04-30-2016)		
Land		\$ 11,728,902
Infrastructure		364,135,069
Buildings		103,814,368
Office Equipment		4,658,064
Machinery		20,059,385
Vehicles		669,448
CIP		941,386
Total		\$ 506,006,622
Less: Feeder Mains & Meter Stations		93,293,501
		412,713,121
Less: Total Rebates		106,326,287
Total		\$ 306,386,834

Village of Bartlett (CY2015-CY2016 as reported)	MGD	3.151	
DuPage Water Commission (CY2015-CY2016 Avg)		70.942	
Total		74.093	
			Total Capital Cost Recovery Charge
		4.253%	\$ 13,030,632

**BARTLETT PUBLIC WATER SUPPLY
WATER PRODUCTION SUMMARY
For: 2016
WATER PRODUCED**

DATE	WELL #1	WELL #2	WELL #4	WELL #5	WELL #6	WELL #7	WELL #8	ALL WELLS TOTAL	LAKE ST	TOTAL
Jan										
Avg / Day	52,806	52,806	540,806	0	568,710	14,000	0	1,228,129	1,892,345	2,921,474
Max / Day	149,000	149,000	732,000	0	1,017,000	114,000	0	1,544,000	1,791,600	3,330,800
Month Total	1,637,000	1,637,000	16,765,000	0	17,630,000	434,000	0	38,103,000	52,482,700	90,565,700
Feb										
Avg / Day	61,839	61,839	694,260	0	522,107	14,321	0	1,254,367	1,671,829	2,926,186
Max / Day	171,500	171,500	1,294,000	0	822,000	130,000	0	2,030,000	1,784,700	3,772,100
Month Total	1,731,500	1,731,500	18,638,900	0	14,819,000	401,000	0	35,122,000	46,811,200	81,933,200
Mar										
Avg / Day	56,016	56,016	512,710	0	510,194	45,806	0	1,180,742	1,680,590	2,861,332
Max / Day	148,000	148,000	663,000	0	957,000	1,035,000	0	1,760,000	1,789,200	3,376,900
Month Total	1,736,500	1,736,500	15,894,000	0	15,818,000	1,420,000	0	36,603,000	52,098,300	88,701,300
Apr										
Avg / Day	83,900	83,900	579,367	0	515,533	278,167	0	1,540,867	1,827,713	3,368,580
Max / Day	211,000	211,000	1,086,000	0	895,000	1,030,000	0	2,456,000	2,110,900	4,415,800
Month Total	2,517,000	2,517,000	17,381,000	0	15,466,000	8,345,000	0	46,226,000	54,831,400	101,057,400
May										
Avg / Day	69,935	69,935	1,110,613	0	117,181	169,868	0	1,517,613	1,704,287	3,221,900
Max / Day	184,000	184,000	1,642,000	0	526,000	549,000	0	1,977,000	2,653,200	4,420,200
Month Total	1,858,000	1,858,000	34,428,000	0	3,832,000	5,289,000	0	47,046,000	62,832,900	99,878,900
Jun										
Avg / Day	45,533	45,533	1,083,300	0	83,033	231,200	0	1,478,600	1,694,200	3,172,800
Max / Day	190,500	190,500	1,606,000	0	456,000	556,000	0	1,995,000	2,023,300	3,619,700
Month Total	1,366,000	1,366,000	31,899,000	0	2,791,000	6,936,000	0	44,358,000	50,826,000	95,184,000
Jul										
Avg / Day	50,871	50,871	798,871	0	271,968	335,419	0	1,508,000	1,979,203	3,487,203
Max / Day	128,500	128,500	1,633,000	0	1,366,000	831,000	0	2,408,000	2,875,300	4,745,300
Month Total	1,577,000	1,577,000	24,765,000	0	8,431,000	10,398,000	0	46,748,000	61,355,300	108,103,300
Aug										
Avg / Day	17,032	17,032	724,355	0	62,968	294,484	0	1,115,871	2,856,485	3,772,335
Max / Day	70,000	70,000	1,598,000	0	892,000	833,000	0	1,738,000	2,921,400	4,484,700
Month Total	528,000	528,000	22,455,000	0	1,852,000	9,129,000	0	34,592,000	62,350,400	116,942,400
Sep										
Avg / Day	25,683	25,683	705,033	0	44,200	88,633	0	889,133	2,452,860	3,341,993
Max / Day	105,500	105,500	1,281,000	0	208,000	704,000	0	1,636,000	2,724,800	4,150,200
Month Total	770,600	770,600	21,151,000	0	1,326,000	2,656,000	0	26,674,000	73,565,800	100,269,800
Oct										
Avg / Day	48,355	48,355	740,323	0	70,548	144,097	0	1,051,677	1,978,677	3,030,355
Max / Day	208,500	208,500	1,301,000	0	1,135,000	754,000	0	1,881,000	2,437,700	4,072,400
Month Total	1,489,000	1,489,000	22,950,000	0	2,187,000	4,467,000	0	32,602,000	61,339,000	83,941,000
Nov										
Avg / Day	36,050	36,050	839,900	0	0	167,800	0	1,079,800	1,718,377	2,798,177
Max / Day	99,500	99,500	1,196,000	0	0	693,000	0	1,407,000	1,908,100	3,158,100
Month Total	1,081,500	1,081,500	25,197,000	0	0	5,034,000	0	32,394,000	61,661,300	83,946,300
Dec										
Avg / Day	32,371	32,371	448,774	0	0	41,966	0	555,484	2,258,377	2,813,861
Max / Day	88,500	88,500	1,011,000	0	0	478,000	0	1,423,000	2,612,400	3,163,300
Month Total	1,003,500	1,003,500	13,912,000	0	0	1,301,000	0	17,220,000	70,009,700	87,229,700
For: 2016										
Avg / Day	47,412	47,412	721,745	0	229,726	162,849	0	1,199,146	1,945,353	3,144,499
Max / Day	211,000	211,000	1,642,000	0	1,366,000	1,035,000	0	2,456,000	2,921,400	4,745,300
Year Total	17,305,500	17,305,500	263,437,000	0	83,850,000	65,780,000	0	437,688,000	710,054,000	1,147,742,000

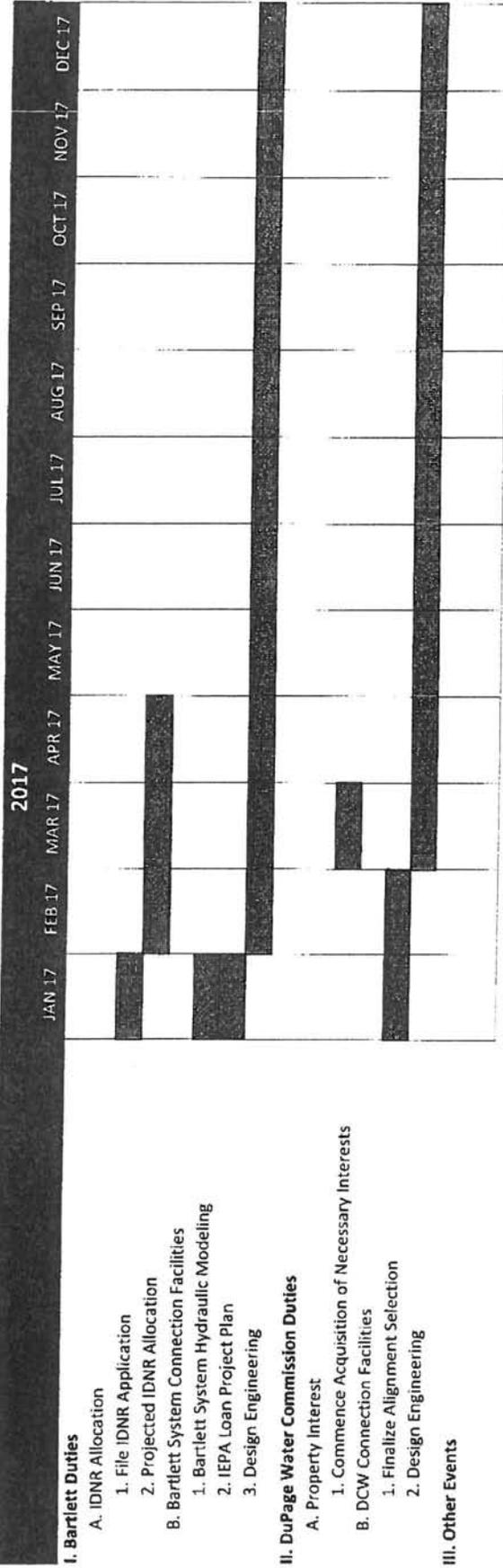
**BARTLETT PUBLIC WATER SUPPLY
WATER PRODUCTION SUMMARY
For: 2016
WATER PRODUCED**

DATE	WELL# 1	WELL# 2	WELL# 4	WELL# 5	WELL# 6	WELL# 7	WELL# 8	ALL WELLS	LAKE ST	TOTAL
								TOTAL		PRODUCED
Jan										
Avg / Day	54,581	54,581	822,903	0	0	15,290	0	947,355	1,985,187	2,932,542
Max / Day	122,000	122,000	1,150,000	0	0	237,000	0	1,316,000	2,710,800	3,287,700
Month Total	1,692,000	1,692,000	25,610,900	0	0	474,000	0	28,368,000	61,640,800	90,908,800
Feb										
Avg / Day	60,293	60,293	835,103	0	0	8,986	0	964,655	1,880,579	2,845,234
Max / Day	98,000	98,000	1,183,000	0	0	82,000	0	1,268,000	1,919,400	3,094,400
Month Total	1,748,600	1,748,600	24,218,000	0	0	260,000	0	27,976,600	54,536,800	82,511,800
Mar										
Avg / Day	72,887	72,887	666,581	0	0	8,774	0	818,129	1,884,255	2,802,384
Max / Day	184,500	184,500	1,178,000	0	0	55,000	0	1,444,000	2,287,800	3,355,900
Month Total	2,289,600	2,289,600	20,633,000	0	0	210,000	0	25,382,000	61,611,900	86,873,900
Apr										
Avg / Day	58,833	58,833	908,733	0	0	144,587	0	1,170,967	2,154,513	3,325,480
Max / Day	228,500	228,500	1,585,000	0	0	468,000	0	2,450,000	2,358,400	4,680,300
Month Total	1,765,000	1,765,000	27,262,000	0	0	4,337,000	0	35,129,000	64,636,400	99,764,400
May										
Avg / Day	40,585	40,585	341,258	0	471,452	42,032	0	935,871	2,343,832	3,279,503
Max / Day	155,500	155,500	1,207,000	0	994,000	499,000	0	1,486,000	2,853,200	3,921,200
Month Total	1,267,800	1,267,800	10,679,900	0	14,616,000	1,303,000	0	28,012,000	72,662,600	101,664,800
Jun										
Avg / Day	84,887	84,887	611,033	0	359,567	11,800	0	1,152,133	2,290,200	3,442,333
Max / Day	188,500	188,500	1,314,000	0	694,000	173,000	0	2,075,000	2,387,600	4,189,600
Month Total	2,646,000	2,646,000	18,331,000	0	10,787,000	364,000	0	34,664,000	68,706,000	103,270,000
Jul										
Avg / Day	73,210	73,210	705,516	0	381,803	56,710	0	1,280,548	2,358,390	3,648,939
Max / Day	181,500	181,500	1,282,000	0	783,000	521,000	0	2,372,000	2,475,900	4,705,000
Month Total	2,269,600	2,269,600	21,871,000	0	11,839,000	1,768,000	0	40,007,000	73,110,100	113,117,100
Aug										
Avg / Day	76,516	76,516	728,516	0	487,129	4,806	0	1,374,464	2,184,277	3,558,761
Max / Day	253,500	253,500	1,474,000	0	763,000	53,000	0	2,383,000	2,417,500	4,476,900
Month Total	2,372,000	2,372,000	22,816,900	0	15,101,000	149,000	0	42,609,000	67,712,600	110,321,600
Sep										
Avg / Day	70,833	70,833	588,300	0	494,287	13,133	0	1,235,367	1,984,680	3,220,027
Max / Day	252,500	252,500	803,000	0	747,000	239,000	0	1,783,000	2,303,800	3,918,800
Month Total	2,125,000	2,125,000	17,689,000	0	14,828,000	394,000	0	37,061,000	69,638,800	86,500,800
Oct										
Avg / Day	59,887	59,887	420,256	0	367,000	5,097	0	902,129	2,076,203	2,878,332
Max / Day	268,000	268,000	924,000	0	712,000	61,000	0	1,610,000	2,273,800	3,517,000
Month Total	1,866,600	1,866,600	13,028,000	0	11,087,000	168,000	0	27,868,000	64,362,300	82,326,300
Nov										
Avg / Day	33,267	33,267	455,500	0	418,400	5,887	0	948,300	1,924,053	2,870,353
Max / Day	111,000	111,000	838,000	0	824,000	53,000	0	1,189,000	2,141,500	3,214,900
Month Total	998,000	998,000	13,666,000	0	12,662,000	176,000	0	28,389,000	67,721,600	86,110,600
Dec										
Avg / Day	79,774	79,774	651,184	0	487,355	5,290	0	1,303,387	1,878,842	2,982,029
Max / Day	229,500	229,500	1,334,000	0	818,000	101,000	0	1,937,000	1,818,400	3,654,900
Month Total	2,473,000	2,473,000	20,187,000	0	15,108,000	164,000	0	40,405,000	62,037,900	92,442,800
For: 2016										
Avg / Day	63,832	63,832	643,410	0	289,336	26,604	0	1,087,014	2,071,223	3,159,237
Max / Day	268,000	268,000	1,595,000	0	994,000	621,000	0	2,450,000	2,710,800	4,705,000
Year Total	23,362,600	23,362,600	238,488,000	0	106,897,000	9,737,000	0	397,847,000	768,067,800	1,168,914,800

EXHIBIT F

ILLUSTRATIVE SCHEDULE OF EVENTS

ILLUSTRATIVE SCHEDULE OF EVENTS



ILLUSTRATIVE SCHEDULE OF EVENTS

2018

	JAN 18	FEB 18	MAR 18	APR 18	MAY 18	JUN 18	JUL 18	AUG 18	SEP 18	OCT 18	NOV 18	DEC 18
I. Bartlett Duties												
A. IDNR Allocation												
B. Bartlett System Connection Facilities												
4. Construction Contract Bid and Award												
5. Construction												
II. DuPage Water Commission Duties												
A. Property Interest												
B. DCW Connection Facilities												
3. Construction Contract Bid and Award												
4. Construction												
III. Other Events												

ILLUSTRATIVE SCHEDULE OF EVENTS

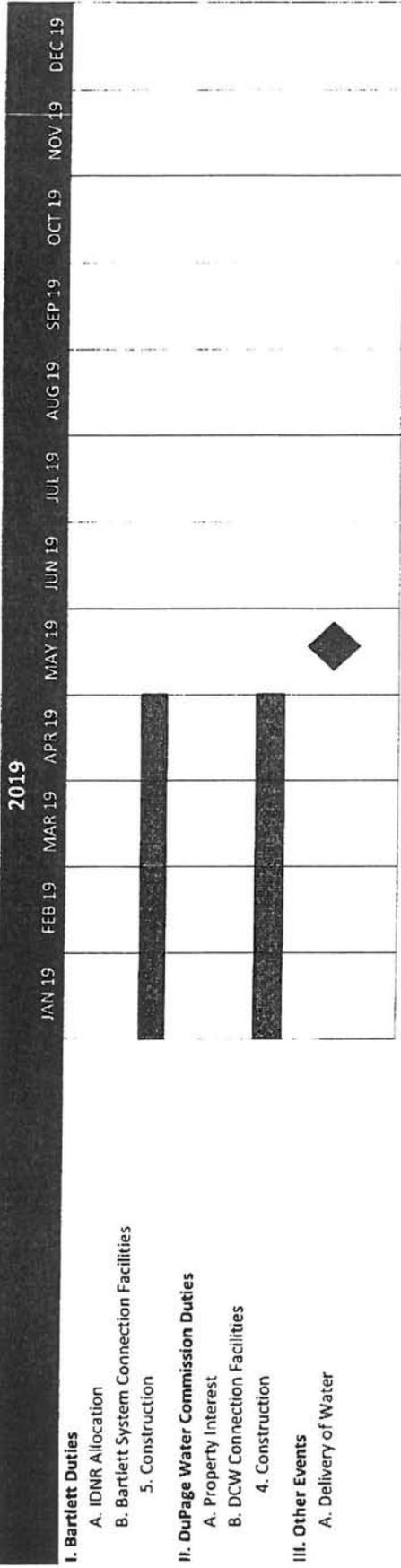


EXHIBIT G

Intergovernmental Agreement Concerning Loan for
Capital Cost Recovery Charge to the Village of Bartlett

INTERGOVERNMENTAL AGREEMENT CONCERNING LOAN FOR CAPITAL COST
RECOVERY CHARGE TO THE VILLAGE OF BARTLETT

THIS AGREEMENT, made and entered into as of this _____ day of February, 2017 ("Effective Date"), by and between the DuPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission"), and the VILLAGE OF BARTLETT, a municipal corporation created and existing under the laws of the State of Illinois (the "Village"),

WITNESSETH:

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.*, and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the Commission operates a water system supplying a number of municipalities and other customers in DuPage County with water drawn from Lake Michigan; and

WHEREAS, the Village is seeking to obtain water for its residents from the Commission in the incorporated areas within the Village (the "Service Area"); and

WHEREAS, to carry out their duties and responsibilities, and desiring to create a method of providing an adequate supply of Lake Michigan water to the Service Area, the Commission and the Village concurrent with this Agreement are entering into a Water Purchase and Sale Contract dated February , 2017 (the "Enabling Agreement"); and

WHEREAS, to become a member of the Commission and comply with the Enabling Agreement, the Village must pay its proportional share of the costs for all of the property owned by the Commission (the "Capital Cost Recovery Charge") by February 24, 2024; an

WHEREAS, the Village does not currently have, nor does it foresee having, the ability to pay for the Capital Cost Recovery Charge by February 24, 2024; and

WHEREAS, the Commission previously enacted Resolution R-79-04 allowing the Commission the ability to finance the Capital Cost Recovery Charge for potential Subsequent Customers (customers other than Charter Customers) requesting such accommodation on a case-by case basis; and

WHEREAS, the matters set forth in this Agreement will serve the public interest, and the Commission and the Village deem it to be in each of their best interests for the Commission to loan the Village the money necessary to pay the Capital Cost Recovery Charge and enter into this Agreement; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and other applicable authority, the Commission and the Village are authorized to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the Commission and the Village hereby agree as follows:

SECTION 1. PREAMBLES

The foregoing recitals are by this reference incorporated herein and made a part hereof as if fully set forth herein.

SECTION 2. COMMISSION FINANCING

A. Loan. The Commission shall, after the execution and delivery of this Agreement, loan to the Village the amount of \$13,030,632.00 (the "Loan").

B. Loan Repayment.

1. The Village shall repay the principal balance of the Loan in 360 monthly installments, commencing at the time the first payment is due under Subsection 7M in the Enabling Agreement (the "Monthly Payment Date"), and continuing in successive monthly installments on each Monthly Payment Date, with the final payment of any principal, if not sooner paid, on the 360th Monthly Payment Date. Each of the 360 monthly installments of principal on the Loan shall be in the amount of \$36,196.20.
2. Interest on the unpaid principal balance of the Loan, will accrue at the rate of zero percent (0%) per annum.

C. Tender of Loan Payments. Payments of the principal of and interest shall be made in lawful money of the United States of America in federal or other immediately available funds.

D. Application of Loan Proceeds. The proceeds of the Loan shall be paid to the Commission immediately upon receipt as full payment for the Capital Cost Recovery Charge identified in the Enabling Agreement. The parties agree that the amount owed to the Commission for the Capital Cost Recovery Charge is \$13,030,632.

E. Covenants. The covenants sets forth in Subsections 9A, 9B, 9C and 9D of the Enabling Agreement are incorporated into this Agreement by reference.

SECTION 3. DEFAULTS AND REMEDIES

A. Commission Defaults. The occurrence of the following shall constitute a default by the Commission under this Agreement: The failure by the Commission to observe and/or perform any covenant, condition, and/or agreement on its part to be observed and/or performed under this Agreement, and the continuation of said failure for thirty (30) days after the Commission's receipt of written notice thereof from the Village. However, if said failure cannot be remedied by the Commission within said thirty (30) day period, and the Commission shall have diligently pursued the resolution of the failure during said thirty (30) days, the period shall be extended by such additional time as may be reasonably required by the Commission to cure or correct said failure. In no event shall the period be extended by more than ninety (90) days. In the event of a default by the Commission under this Agreement, the Village shall have the same remedies as are provided for, and only the remedies provided for, in the Enabling Agreement for a default by the Commission.

B. Village Defaults. The occurrence of the following shall constitute a default by the Village under this Agreement: The failure by the Village to observe and/or perform any covenant, condition, and/or agreement on its part to be observed and/or performed under this Agreement, and the continuation of said failure for thirty (30) days after the Village's receipt of written notice thereof from the Commission. However, if said failure cannot be remedied by the Village within said thirty (30) day period, and the Village shall have diligently pursued the resolution of the failure during said thirty (30) days, the period shall be extended by such additional time as may be reasonably required by the Village to cure or correct said failure. In no event shall the period be extended by more than ninety (90) days. In the event of a default by the Village under

this Agreement, the Commission shall have the same remedies as are provided for, and only the remedies provided for, in the Enabling Agreement for a default by the Village.

C. Force Majeure. In case by reason of a force majeure event, either party to this Agreement shall be rendered unable wholly or in part to carry out its obligation under this Agreement, then if such party shall give notice and full particulars of such force majeure event in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure event, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure event" as employed in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission or of the Village to deliver Lake Michigan water, or of the Village to receive Lake Michigan water, on account of any other causes not reasonably within the control of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and the above requirement that any "force majeure event" shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the

demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

SECTION 4. LEGAL RELATIONSHIPS AND REQUIREMENTS

A. Supplemental Agreement. This Agreement shall be deemed to supplement the Enabling Agreement in connection with the supply of Lake Michigan water to the Service Area. If there is any other conflict or inconsistency between the terms of this Agreement and the terms of the Enabling Agreement, then the terms of this Agreement shall control. The Village shall at all times comply with all terms and conditions of the Enabling Agreement, except as otherwise provided in this Agreement.

B. Term of Agreement. This Agreement shall continue in full force and effect from the Effective Date until the Loan is paid in full by the Village.

C. Cooperation and Further Agreements. The Commission and the Village agree to cooperate in good faith throughout the term of this Agreement to implement the letter and spirit of the provisions set forth in this Agreement.

D. Assignment. This Agreement may not be assigned by any party, in whole or in part, without the prior written consent of the other party.

E. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the Commission shall be addressed to, and delivered at, the following address:

DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: General Manager

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

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

By notice complying with the requirements of this Section 4.E, the Commission and the Village each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

F. No Oral Agreements. No oral agreements exist by or between the Commission and the Village with respect to this Agreement, nor was the making and execution of this Agreement induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced in this Agreement.

G. No Waiver. No course of dealing or failure of the Commission or the Village to enforce strictly any term, right, or condition of this Agreement shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Agreement shall operate as a waiver of any other term, right, or condition.

H. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any

person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party.

I. Governing Law and Venue. This Agreement shall be governed by and construed exclusively under the applicable laws, but not the conflict of laws rules, of the State of Illinois. Venue for any litigation arising out of this Agreement shall only be proper in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

J. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

IN WITNESS WHEREOF, the Commission and the Village have caused this Agreement to be executed by their duly authorized officers, pursuant to proper authorization of their respective governing bodies, as of the date first stated above.

ATTEST:

DuPAGE WATER COMMISSION

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

VILLAGE OF BARTLETT

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT H

Intergovernmental Agreement Concerning Loan for
Connection Facilities to Implement Water Service to the
Village of Bartlett

INTERGOVERNMENTAL AGREEMENT CONCERNING THE LOAN FOR
CONNECTION FACILITIES TO IMPLEMENT WATER SERVICE TO THE VILLAGE OF
BARTLETT

THIS AGREEMENT, made and entered into as of this _____ day of February, 2017 (“Effective Date”), by and between the DuPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the “Commission”), and the VILLAGE OF BARTLETT, a municipal corporation created and existing under the laws of the State of Illinois (the “Village”),

WITNESSETH:

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.*, and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the Commission operates a water system supplying a number of municipalities and other customers in DuPage County with water drawn from Lake Michigan; and

WHEREAS, the Village is seeking to obtain water for its residents from the Commission in the incorporated areas within the Village (the “Service Area”); and

WHEREAS, the construction of certain improvements to the Commission’s Water System will enable the Village to provide water to the Service Area (the “Improvements”); and

WHEREAS, to carry out their duties and responsibilities, and desiring to create a method of providing an adequate supply of Lake Michigan water to the Service Area,

the Commission and the Village concurrent with this Agreement are entering into a Water Purchase and Sale Contract dated February _____, 2017 (the "Enabling Agreement"); and

WHEREAS, it is in the best interests of the Commission and the Village to coordinate and implement the supply of Lake Michigan water to the Service Area in accordance with the Enabling Agreement; and

WHEREAS, the Commission previously enacted Resolution R-79-04 allowing the Commission the ability to finance the Capital Facilities Cost for potential Subsequent Customers (customers other than Charter Customers) requesting such accommodation on a case-by case basis; and

WHEREAS, the Commission and the Village desire to set forth their understanding regarding such coordination and implementation in this Agreement; and

WHEREAS, the matters set forth in this Agreement will serve the public interest and assure that the residents the Service Area are provided safe water to the greatest extent possible; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and other applicable authority, the Commission and the Village are authorized to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the Commission and the Village hereby agree as follows:

SECTION 1. INCORPORATION OF PREAMBLES AND DEFINITIONS FROM ENABLING AGREEMENT

The foregoing recitals are by this reference incorporated herein and made a part hereof as if fully set forth herein. Further, to the extent any capitalized terms in this Agreement are set forth as a defined term in the Enabling Agreement, the capitalized terms in this Agreement shall have the same meaning in this Agreement as the definition in the Enabling Agreement.

SECTION 2. CONSTRUCTION OF IMPROVEMENTS; EXTENSION OF SERVICE

A. Description of the Connection Facilities. For purposes of this Agreement, the Connection Facilities shall include the water mains, metering station and appurtenances necessary to be built by the Commission to provide water to the Village, including portions of the Waterworks System constructed by the Commission to initially connect the Bartlett Unit System to the Commission's existing Waterworks System as depicted in preliminary plans attached to the Enabling Agreement as Exhibits B-1 and B-2.

B. Design of the Connection Facilities. The Commission shall be the contracting party with the design engineer and shall administer the design contract for the benefit of both the Commission and the Village for the Connection Facilities. The Commission shall keep the Village advised as to the progress of the design work. The Commission and the Village shall confer upon issues regarding the details of such design work. The final design of the Connection Facilities shall be subject to the review of both the Commission and the Village and subject to the approval of the Village.

C. Land Acquisition. The Commission shall be responsible for the acquisition and divestment of lands, easements, and rights of way over lands and waters

necessary for the construction, installation, removal, relocation, replacement and extension or improvements of the Connection Facilities outside the corporate limits of the Village of Bartlett and all administrative, title, surveying, and legal fees, costs and expenses associated therewith, including, if necessary, exercising the power of eminent domain to procure any necessary easements, which expenses shall be added to the loan amount that Bartlett shall repay the Commission. The Commission shall keep the Village advised of all land acquisition costs and any necessary condemnation proceedings. All land acquired and costs associated therewith within the Village of Bartlett shall be the sole responsibility of the Village and shall not be paid out of the Loan Commitment.

D. Construction and Acceptance of the Connection Facilities. The Commission shall solicit bids for the construction of the Connection Facilities. The Commission's standard form of bidding and construction contract documents shall be used. The Commission shall solicit, award, and administer all contracts for the project in the best interest of both the Commission and the Village and shall consult with, and keep advised, Village officials regarding the progress of the work and any problems encountered or changes recommended. The Commission, after receiving the written consent of the Village to do so, once the winning contractor and the construction cost have been determined, shall enter into a construction contract(s) with the selected contractor(s), and shall administer such construction contract(s) in conformance with this Agreement. Any change order, as well as final acceptance and approval of the completed Connection Facilities, shall be subject to the final approval of the Commission.

E. Connection Facilities Cost. In accordance with Section 3 of this Agreement, the Commission shall loan the Village funds needed for the Connection Facilities Cost, except for the acquisition of real property and easements within the Village of Bartlett, up to the amount of the Commitment Amount as that term is hereinafter defined, and the Village agrees to reimburse the Commission for those costs.

F. Possible Shortfall. To the extent the Loan Commitment is determined to be insufficient to pay the Connection Facilities Cost, Section 7C of the Enabling Agreement shall apply.

SECTION 3. COMMISSION FINANCING

A. Loan. The Commission shall, after the execution and delivery of this Agreement, make available as a loan to the Village an amount of not to exceed \$21,000,000 (the "Commitment Amount") to pay the Connection Facilities Cost as defined in the Enabling Agreement. The actual moneys borrowed by the Village pursuant to the Commitment Amount will constitute the "Loan".

B. Loan Repayment.

1. The Village shall repay the principal balance of the Loan, plus accrued and unpaid interest at the Interest Rate set forth in Subsection 3.B.2 of this Agreement from the Interest Commencement Date through the Loan Payment Commencement Date (the "Capitalized Interest"), as those terms are hereinafter defined on the unpaid principal balance, and any Capitalized Interest, of the Loan from and after the Loan Payment Commencement Date, as that term is hereinafter defined, in 240

monthly installments, commencing on the 10th day of every month (the "Monthly Payment Date") commencing on the Loan Payment Commencement Date, and continuing in successive monthly installments on each Monthly Payment Date in each month thereafter, with the final payment of any unpaid interest and principal, if not sooner paid, on the 240th Monthly Payment Date. Each of the 240 monthly installments of principal on the Loan shall be determined as of the last day of the month preceding the Monthly Payment Date in any given year during the term of the Loan (a "Principal Determination Date") and shall be determined by dividing the unpaid principal balance, and any Capitalized Interest, of the Loan as of the applicable Principal Determination Date by the number of monthly installments of principal remaining to be paid during the term of the Loan. This monthly payment shall be considered the Connection Facilities Cost Payment as set forth in the Enabling Agreement. The accrued and unpaid interest shall be capitalized on a monthly basis until the Loan Payment Commencement Date.

2. Interest on the unpaid principal balance, and any Capitalized Interest, of the Loan shall accrue at a rate (the "Interest Rate") which is the lesser of: (i) the highest monthly average yield to maturity interest rate earned by the Commission (total all funds) as reported monthly on the Commission's Schedule of Investments for the immediately preceding fiscal year (May 1 – April 30) as

determined by the Commission (the "Earned Interest Rate") plus one per cent (1%); or (ii) four per cent (4%) per annum. Interest shall only accrue on moneys actually borrowed under Subsection 3D of this Agreement, and shall begin to accrue when the Commission makes its first draw on the loan for the Village (the "Interest Commencement Date"). The Interest Rate for each year that the Loan remains outstanding shall be calculated on the basis of a calendar year consisting of 360 days of twelve 30-day months and shall be adjusted on May 1st of each year, and shall be applied to the outstanding unpaid principal balance, and any Capitalized Interest, as determined on the most recent Principal Determination Date, shall be paid commencing on the Monthly Payment Date, and continuing on the Monthly Payment Date each month thereafter until the principal balance of the Loan and all interest thereon has been paid in full.

3. Payments of principal and interest, including Capitalized Interest, shall begin on the earlier of January 10, 2020 or the 10th day of the first month after the first delivery of potable, filtered water drawn from Lake Michigan to the Bartlett Unit System as that term is defined in the Enabling Agreement (the "Loan Payment Commencement Date").

C. Tender of Loan Payments. Payments of the principal of and interest shall be made in lawful money of the United States of America in federal or other immediately available funds.

D. Procedure for Borrowing. Upon the Commission's receipt of invoices incurred arising out of the Connection Facilities Cost as that term is defined in the Enabling Agreement, the Commission shall pay the actual costs incurred from the Connection Facilities Cost. The Commission payments for the Connection Facilities Cost shall be paid out of the Commitment Amount and will be immediately considered part of the Loan. The Commission may make payments from the Loan no more than once per month, on the 10th day of the month, provided that the Commission shall give the Village irrevocable notice (which notice must be received by the Village prior to 10:00 a.m., local time, 7 days prior to the requested borrowing date), specifying the amount to be paid and the payment date. It is anticipated that only a single borrowing shall be requested each month. Each borrowing pursuant to this Agreement shall be in an aggregate principal amount less than the Available Commitment. For purposes of this Section 3.D, the Available Commitment at a particular time is an amount equal to the difference between the Commitment Amount and the aggregate principal balance of the Loan then outstanding.

E. Optional Prepayments. Subject to the limitations of this Section 3.E, the Village may, no more frequently than once in any given year, prepay, in whole or in part, the Loan, without premium or penalty, upon at least one business day's irrevocable notice to the Commission, specifying the date and amount of prepayment. The amount of any such optional prepayment shall be in increments of \$50,000. If such notice is given, the Village shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. The proceeds of any such prepayment shall be applied by the Commission first, to the payment of accrued and unpaid interest, if any, on the Loan and second, to the payment of the

unpaid principal balance of the Loan. The Village shall not be entitled to, nor receive any credit for, interest on any such prepayment.

F. Application of Loan Proceeds. The proceeds of the Loan shall be devoted to and used with due diligence for the purpose of paying the Connection Facilities Cost identified in Exhibit A; provided, however, that where an unexpended balance remains in any one or more of the various cost components of the Connection Facilities Cost detailed in Exhibit A attached hereto, such balance may be transferred and expended, in whole or in part, to and for any other cost component of the Connection Facilities Cost detailed in Exhibit A attached hereto.

G. Covenants. The Covenants set forth in Subsections 9A, 9B, 9C and 9D of the Enabling Agreement are incorporated into this Agreement by reference.

SECTION 4. DEFAULTS AND REMEDIES

A. Commission Defaults. The occurrence of the following shall constitute a default by the Commission under this Agreement: The failure by the Commission to observe and/or perform any covenant, condition, and/or agreement on its part to be observed and/or performed under this Agreement, and the continuation of said failure for thirty (30) days after the Commission's receipt of written notice thereof from the Village. However, if said failure cannot be remedied by the Commission within said thirty (30) day period, and the Commission shall have diligently pursued the resolution of the failure during said thirty (30) days, the period shall be extended by such additional time as may be reasonably required by the Commission to cure or correct said failure. In no event shall the period be extended by more than ninety (90) days. In the event of a default by the Commission under this Agreement, the Village shall have the same

remedies as are provided for, and only the remedies provided for, in the Enabling Agreement for a default by the Commission.

B. Village Defaults. The occurrence of the following shall constitute a default by the Village under this Agreement: The failure by the Village to observe and/or perform any covenant, condition, and/or agreement on its part to be observed and/or performed under this Agreement, and the continuation of said failure for thirty (30) days after the Village's receipt of written notice thereof from the Commission. However, if said failure cannot be remedied by the Village within said thirty (30) day period, and the Village shall have diligently pursued the resolution of the failure during said thirty (30) days, the period shall be extended by such additional time as may be reasonably required by the Village to cure or correct said failure. In no event shall the period be extended by more than ninety (90) days.

In the event of a default by the Village, the Commission shall: (i) be paid its reasonable attorneys' fees and costs incurred in connection with that default, in addition to any attorneys' fees and costs incurred in enforcing the terms of this Agreement; (2) be entitled to the right to enforce a lien against all income derived from the Bartlett Unit System, other than that income necessary to pay any loans to the State of Illinois or its agencies for the construction of the Bartlett Unit System, until the Loan is paid back in full; and (3) shall have the same remedies as are provided for in the Enabling Agreement for a default by the Village.

C. Force Majeure. In case by reason of a force majeure event, either party to this Agreement shall be rendered unable wholly or in part to carry out its obligation under this Agreement, then if such party shall give notice and full particulars of such force majeure event in writing to the other party within a reasonable time after

occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure event, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure event" as employed in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission or of the Village to deliver Lake Michigan water, or of the Village to receive Lake Michigan water, on account of any other causes not reasonably within the control of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and the above requirement that any "force majeure event" shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

SECTION 5. LEGAL RELATIONSHIPS AND REQUIREMENTS

A. Supplemental Agreement. This Agreement shall be deemed to supplement the Enabling Agreement in connection with the supply of Lake Michigan water to the Service Area. If there is any other conflict or inconsistency between the terms of this Agreement and the terms of the Enabling Agreement, then the terms of

this Agreement shall control. The Village shall at all times comply with all terms and conditions of the Enabling Agreement except as otherwise provided in this Agreement.

B. Term of Agreement. This Agreement shall continue in full force and effect from the Effective Date until the Loan is paid in full by the Village.

C. Cooperation and Further Agreements. The Commission and the Village agree to meet and cooperate in good faith throughout the term of this Agreement to implement the letter and spirit of the provisions set forth in this Agreement.

D. Assignment. This Agreement may not be assigned by any party, in whole or in part, without the prior written consent of the other party.

E. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the Commission shall be addressed to, and delivered at, the following address:

DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: General Manager

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

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

By notice complying with the requirements of this Section 5.E, the Commission and the Village each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

F. No Oral Agreements. No oral agreements exist by or between the Commission and the Village with respect to this Agreement, nor was the making and execution of this Agreement induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced in this Agreement.

G. No Waiver. No course of dealing or failure of the Commission or the Village to enforce strictly any term, right, or condition of this Agreement shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Agreement shall operate as a waiver of any other term, right, or condition.

H. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party.

I. Governing Law and Venue. This Agreement shall be governed by and construed exclusively under the applicable laws, but not the conflict of laws rules, of the State of Illinois. Venue for any litigation arising out of this Agreement shall only be proper in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

J. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

IN WITNESS WHEREOF, the Commission and the Village have caused this Agreement to be executed by their duly authorized officers, pursuant to proper authorization of their respective governing bodies, as of the date first stated above.

ATTEST:

DuPAGE WATER COMMISSION

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

VILLAGE OF BARTLETT

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

Connection Facilities Cost

RESOLUTION 2017 - _____

**A RESOLUTION APPROVING OF THE INTERGOVERNMENTAL
AGREEMENT CONCERNING LOAN FOR THE CONNECTION FACILITIES TO
IMPLEMENT WATER TO THE VILLAGE OF BARTLETT**

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

SECTION ONE: The Intergovernmental Agreement Concerning Loan for the Connection Facilities to Implement Water to the Village of Bartlett between the Village of Bartlett and the DuPage Water Commission (the "Connection Facilities Cost IGA"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Connection Facilities Cost IGA on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: February 7, 2017

APPROVED: February 7, 2017

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2017 - _____ enacted on February 7, 2017, and approved on February 7, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

INTERGOVERNMENTAL AGREEMENT CONCERNING THE LOAN FOR
CONNECTION FACILITIES TO IMPLEMENT WATER SERVICE TO THE VILLAGE OF
BARTLETT

THIS AGREEMENT, made and entered into as of this _____ day of February, 2017 ("Effective Date"), by and between the DuPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission"), and the VILLAGE OF BARTLETT, a municipal corporation created and existing under the laws of the State of Illinois (the "Village"),

WITNESSETH:

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.*, and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the Commission operates a water system supplying a number of municipalities and other customers in DuPage County with water drawn from Lake Michigan; and

WHEREAS, the Village is seeking to obtain water for its residents from the Commission in the incorporated areas within the Village (the "Service Area"); and

WHEREAS, the construction of certain improvements to the Commission's Water System will enable the Village to provide water to the Service Area (the "Improvements"); and

WHEREAS, to carry out their duties and responsibilities, and desiring to create a method of providing an adequate supply of Lake Michigan water to the Service Area,

the Commission and the Village concurrent with this Agreement are entering into a Water Purchase and Sale Contract dated February _____, 2017 (the "Enabling Agreement"); and

WHEREAS, it is in the best interests of the Commission and the Village to coordinate and implement the supply of Lake Michigan water to the Service Area in accordance with the Enabling Agreement; and

WHEREAS, the Commission previously enacted Resolution R-79-04 allowing the Commission the ability to finance the Capital Facilities Cost for potential Subsequent Customers (customers other than Charter Customers) requesting such accommodation on a case-by case basis; and

WHEREAS, the Commission and the Village desire to set forth their understanding regarding such coordination and implementation in this Agreement; and

WHEREAS, the matters set forth in this Agreement will serve the public interest and assure that the residents the Service Area are provided safe water to the greatest extent possible; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and other applicable authority, the Commission and the Village are authorized to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the Commission and the Village hereby agree as follows:

SECTION 1. INCORPORATION OF PREAMBLES AND DEFINITIONS FROM ENABLING AGREEMENT

The foregoing recitals are by this reference incorporated herein and made a part hereof as if fully set forth herein. Further, to the extent any capitalized terms in this Agreement are set forth as a defined term in the Enabling Agreement, the capitalized terms in this Agreement shall have the same meaning in this Agreement as the definition in the Enabling Agreement.

SECTION 2. CONSTRUCTION OF IMPROVEMENTS; EXTENSION OF SERVICE

A. Description of the Connection Facilities. For purposes of this Agreement, the Connection Facilities shall include the water mains, metering station and appurtenances necessary to be built by the Commission to provide water to the Village, including portions of the Waterworks System constructed by the Commission to initially connect the Bartlett Unit System to the Commission's existing Waterworks System as depicted in preliminary plans attached to the Enabling Agreement as Exhibits B-1 and B-2.

B. Design of the Connection Facilities. The Commission shall be the contracting party with the design engineer and shall administer the design contract for the benefit of both the Commission and the Village for the Connection Facilities. The Commission shall keep the Village advised as to the progress of the design work. The Commission and the Village shall confer upon issues regarding the details of such design work. The final design of the Connection Facilities shall be subject to the review of both the Commission and the Village and subject to the approval of the Village.

C. Land Acquisition. The Commission shall be responsible for the acquisition and divestment of lands, easements, and rights of way over lands and waters

necessary for the construction, installation, removal, relocation, replacement and extension or improvements of the Connection Facilities outside the corporate limits of the Village of Bartlett and all administrative, title, surveying, and legal fees, costs and expenses associated therewith, including, if necessary, exercising the power of eminent domain to procure any necessary easements, which expenses shall be added to the loan amount that Bartlett shall repay the Commission. The Commission shall keep the Village advised of all land acquisition costs and any necessary condemnation proceedings. All land acquired and costs associated therewith within the Village of Bartlett shall be the sole responsibility of the Village and shall not be paid out of the Loan Commitment.

D. Construction and Acceptance of the Connection Facilities. The Commission shall solicit bids for the construction of the Connection Facilities. The Commission's standard form of bidding and construction contract documents shall be used. The Commission shall solicit, award, and administer all contracts for the project in the best interest of both the Commission and the Village and shall consult with, and keep advised, Village officials regarding the progress of the work and any problems encountered or changes recommended. The Commission, after receiving the written consent of the Village to do so, once the winning contractor and the construction cost have been determined, shall enter into a construction contract(s) with the selected contractor(s), and shall administer such construction contract(s) in conformance with this Agreement. Any change order, as well as final acceptance and approval of the completed Connection Facilities, shall be subject to the final approval of the Commission.

E. Connection Facilities Cost. In accordance with Section 3 of this Agreement, the Commission shall loan the Village funds needed for the Connection Facilities Cost, except for the acquisition of real property and easements within the Village of Bartlett, up to the amount of the Commitment Amount as that term is hereinafter defined, and the Village agrees to reimburse the Commission for those costs.

F. Possible Shortfall. To the extent the Loan Commitment is determined to be insufficient to pay the Connection Facilities Cost, Section 7C of the Enabling Agreement shall apply.

SECTION 3. COMMISSION FINANCING

A. Loan. The Commission shall, after the execution and delivery of this Agreement, make available as a loan to the Village an amount of not to exceed \$21,000,000 (the "Commitment Amount") to pay the Connection Facilities Cost as defined in the Enabling Agreement. The actual moneys borrowed by the Village pursuant to the Commitment Amount will constitute the "Loan".

B. Loan Repayment.

1. The Village shall repay the principal balance of the Loan, plus accrued and unpaid interest at the Interest Rate set forth in Subsection 3.B.2 of this Agreement from the Interest Commencement Date through the Loan Payment Commencement Date (the "Capitalized Interest"), as those terms are hereinafter defined on the unpaid principal balance, and any Capitalized Interest, of the Loan from and after the Loan Payment Commencement Date, as that term is hereinafter defined, in 240

monthly installments, commencing on the 10th day of every month (the "Monthly Payment Date") commencing on the Loan Payment Commencement Date, and continuing in successive monthly installments on each Monthly Payment Date in each month thereafter, with the final payment of any unpaid interest and principal, if not sooner paid, on the 240th Monthly Payment Date. Each of the 240 monthly installments of principal on the Loan shall be determined as of the last day of the month preceding the Monthly Payment Date in any given year during the term of the Loan (a "Principal Determination Date") and shall be determined by dividing the unpaid principal balance, and any Capitalized Interest, of the Loan as of the applicable Principal Determination Date by the number of monthly installments of principal remaining to be paid during the term of the Loan. This monthly payment shall be considered the Connection Facilities Cost Payment as set forth in the Enabling Agreement. The accrued and unpaid interest shall be capitalized on a monthly basis until the Loan Payment Commencement Date.

2. Interest on the unpaid principal balance, and any Capitalized Interest, of the Loan shall accrue at a rate (the "Interest Rate") which is the lesser of: (i) the highest monthly average yield to maturity interest rate earned by the Commission (total all funds) as reported monthly on the Commission's Schedule of Investments for the immediately preceding fiscal year (May 1 – April 30) as

determined by the Commission (the "Earned Interest Rate") plus one per cent (1%); or (ii) four per cent (4%) per annum. Interest shall only accrue on moneys actually borrowed under Subsection 3D of this Agreement, and shall begin to accrue when the Commission makes its first draw on the loan for the Village (the "Interest Commencement Date"). The Interest Rate for each year that the Loan remains outstanding shall be calculated on the basis of a calendar year consisting of 360 days of twelve 30-day months and shall be adjusted on May 1st of each year, and shall be applied to the outstanding unpaid principal balance, and any Capitalized Interest, as determined on the most recent Principal Determination Date, shall be paid commencing on the Monthly Payment Date, and continuing on the Monthly Payment Date each month thereafter until the principal balance of the Loan and all interest thereon has been paid in full.

3. Payments of principal and interest, including Capitalized Interest, shall begin on the earlier of January 10, 2020 or the 10th day of the first month after the first delivery of potable, filtered water drawn from Lake Michigan to the Bartlett Unit System as that term is defined in the Enabling Agreement (the "Loan Payment Commencement Date").

C. Tender of Loan Payments. Payments of the principal of and interest shall be made in lawful money of the United States of America in federal or other immediately available funds.

D. Procedure for Borrowing. Upon the Commission's receipt of invoices incurred arising out of the Connection Facilities Cost as that term is defined in the Enabling Agreement, the Commission shall pay the actual costs incurred from the Connection Facilities Cost. The Commission payments for the Connection Facilities Cost shall be paid out of the Commitment Amount and will be immediately considered part of the Loan. The Commission may make payments from the Loan no more than once per month, on the 10th day of the month, provided that the Commission shall give the Village irrevocable notice (which notice must be received by the Village prior to 10:00 a.m., local time, 7 days prior to the requested borrowing date), specifying the amount to be paid and the payment date. It is anticipated that only a single borrowing shall be requested each month. Each borrowing pursuant to this Agreement shall be in an aggregate principal amount less than the Available Commitment. For purposes of this Section 3.D, the Available Commitment at a particular time is an amount equal to the difference between the Commitment Amount and the aggregate principal balance of the Loan then outstanding.

E. Optional Prepayments. Subject to the limitations of this Section 3.E, the Village may, no more frequently than once in any given year, prepay, in whole or in part, the Loan, without premium or penalty, upon at least one business day's irrevocable notice to the Commission, specifying the date and amount of prepayment. The amount of any such optional prepayment shall be in increments of \$50,000. If such notice is given, the Village shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. The proceeds of any such prepayment shall be applied by the Commission first, to the payment of accrued and unpaid interest, if any, on the Loan and second, to the payment of the

unpaid principal balance of the Loan. The Village shall not be entitled to, nor receive any credit for, interest on any such prepayment.

F. Application of Loan Proceeds. The proceeds of the Loan shall be devoted to and used with due diligence for the purpose of paying the Connection Facilities Cost identified in Exhibit A; provided, however, that where an unexpended balance remains in any one or more of the various cost components of the Connection Facilities Cost detailed in Exhibit A attached hereto, such balance may be transferred and expended, in whole or in part, to and for any other cost component of the Connection Facilities Cost detailed in Exhibit A attached hereto.

G. Covenants. The Covenants set forth in Subsections 9A, 9B, 9C and 9D of the Enabling Agreement are incorporated into this Agreement by reference.

SECTION 4. DEFAULTS AND REMEDIES

A. Commission Defaults. The occurrence of the following shall constitute a default by the Commission under this Agreement: The failure by the Commission to observe and/or perform any covenant, condition, and/or agreement on its part to be observed and/or performed under this Agreement, and the continuation of said failure for thirty (30) days after the Commission's receipt of written notice thereof from the Village. However, if said failure cannot be remedied by the Commission within said thirty (30) day period, and the Commission shall have diligently pursued the resolution of the failure during said thirty (30) days, the period shall be extended by such additional time as may be reasonably required by the Commission to cure or correct said failure. In no event shall the period be extended by more than ninety (90) days. In the event of a default by the Commission under this Agreement, the Village shall have the same

remedies as are provided for, and only the remedies provided for, in the Enabling Agreement for a default by the Commission.

B. Village Defaults. The occurrence of the following shall constitute a default by the Village under this Agreement: The failure by the Village to observe and/or perform any covenant, condition, and/or agreement on its part to be observed and/or performed under this Agreement, and the continuation of said failure for thirty (30) days after the Village's receipt of written notice thereof from the Commission. However, if said failure cannot be remedied by the Village within said thirty (30) day period, and the Village shall have diligently pursued the resolution of the failure during said thirty (30) days, the period shall be extended by such additional time as may be reasonably required by the Village to cure or correct said failure. In no event shall the period be extended by more than ninety (90) days.

In the event of a default by the Village, the Commission shall: (i) be paid its reasonable attorneys' fees and costs incurred in connection with that default, in addition to any attorneys' fees and costs incurred in enforcing the terms of this Agreement; (2) be entitled to the right to enforce a lien against all income derived from the Bartlett Unit System, other than that income necessary to pay any loans to the State of Illinois or its agencies for the construction of the Bartlett Unit System, until the Loan is paid back in full; and (3) shall have the same remedies as are provided for in the Enabling Agreement for a default by the Village.

C. Force Majeure. In case by reason of a force majeure event, either party to this Agreement shall be rendered unable wholly or in part to carry out its obligation under this Agreement, then if such party shall give notice and full particulars of such force majeure event in writing to the other party within a reasonable time after

occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure event, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure event" as employed in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission or of the Village to deliver Lake Michigan water, or of the Village to receive Lake Michigan water, on account of any other causes not reasonably within the control of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and the above requirement that any "force majeure event" shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

SECTION 5. LEGAL RELATIONSHIPS AND REQUIREMENTS

A. Supplemental Agreement. This Agreement shall be deemed to supplement the Enabling Agreement in connection with the supply of Lake Michigan water to the Service Area. If there is any other conflict or inconsistency between the terms of this Agreement and the terms of the Enabling Agreement, then the terms of

this Agreement shall control. The Village shall at all times comply with all terms and conditions of the Enabling Agreement except as otherwise provided in this Agreement.

B. Term of Agreement. This Agreement shall continue in full force and effect from the Effective Date until the Loan is paid in full by the Village.

C. Cooperation and Further Agreements. The Commission and the Village agree to meet and cooperate in good faith throughout the term of this Agreement to implement the letter and spirit of the provisions set forth in this Agreement.

D. Assignment. This Agreement may not be assigned by any party, in whole or in part, without the prior written consent of the other party.

E. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the Commission shall be addressed to, and delivered at, the following address:

DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: General Manager

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

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

By notice complying with the requirements of this Section 5.E, the Commission and the Village each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

F. No Oral Agreements. No oral agreements exist by or between the Commission and the Village with respect to this Agreement, nor was the making and execution of this Agreement induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced in this Agreement.

G. No Waiver. No course of dealing or failure of the Commission or the Village to enforce strictly any term, right, or condition of this Agreement shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Agreement shall operate as a waiver of any other term, right, or condition.

H. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party.

I. Governing Law and Venue. This Agreement shall be governed by and construed exclusively under the applicable laws, but not the conflict of laws rules, of the State of Illinois. Venue for any litigation arising out of this Agreement shall only be proper in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

J. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

IN WITNESS WHEREOF, the Commission and the Village have caused this Agreement to be executed by their duly authorized officers, pursuant to proper authorization of their respective governing bodies, as of the date first stated above.

ATTEST:

DuPAGE WATER COMMISSION

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

VILLAGE OF BARTLETT

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

Connection Facilities Cost

RESOLUTION 2017 - _____

**A RESOLUTION APPROVING OF THE INTERGOVERNMENTAL
AGREEMENT CONCERNING LOAN FOR CAPITAL COST
RECOVERY CHARGE TO THE VILLAGE OF BARTLETT**

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

SECTION ONE: The Intergovernmental Agreement Concerning Loan for Capital Cost Recovery Charge to the Village of Bartlett between the Village of Bartlett and the DuPage Water Commission (the "Capital Cost Recovery IGA"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Capital Cost Recovery IGA on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: February 7, 2017

APPROVED: February 7, 2017

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2017 - _____ enacted on February 7, 2017, and approved on February 7, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

INTERGOVERNMENTAL AGREEMENT CONCERNING LOAN FOR CAPITAL COST
RECOVERY CHARGE TO THE VILLAGE OF BARTLETT

THIS AGREEMENT, made and entered into as of this _____ day of February, 2017 ("Effective Date"), by and between the DuPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission"), and the VILLAGE OF BARTLETT, a municipal corporation created and existing under the laws of the State of Illinois (the "Village"),

WITNESSETH:

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.*, and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the Commission operates a water system supplying a number of municipalities and other customers in DuPage County with water drawn from Lake Michigan; and

WHEREAS, the Village is seeking to obtain water for its residents from the Commission in the incorporated areas within the Village (the "Service Area"); and

WHEREAS, to carry out their duties and responsibilities, and desiring to create a method of providing an adequate supply of Lake Michigan water to the Service Area, the Commission and the Village concurrent with this Agreement are entering into a Water Purchase and Sale Contract dated February , 2017 (the "Enabling Agreement"); and

WHEREAS, to become a member of the Commission and comply with the Enabling Agreement, the Village must pay its proportional share of the costs for all of the property owned by the Commission (the "Capital Cost Recovery Charge") by February 24, 2024; an

WHEREAS, the Village does not currently have, nor does it foresee having, the ability to pay for the Capital Cost Recovery Charge by February 24, 2024; and

WHEREAS, the Commission previously enacted Resolution R-79-04 allowing the Commission the ability to finance the Capital Cost Recovery Charge for potential Subsequent Customers (customers other than Charter Customers) requesting such accommodation on a case-by case basis; and

WHEREAS, the matters set forth in this Agreement will serve the public interest, and the Commission and the Village deem it to be in each of their best interests for the Commission to loan the Village the money necessary to pay the Capital Cost Recovery Charge and enter into this Agreement; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and other applicable authority, the Commission and the Village are authorized to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the Commission and the Village hereby agree as follows:

SECTION 1. PREAMBLES

The foregoing recitals are by this reference incorporated herein and made a part hereof as if fully set forth herein.

SECTION 2. COMMISSION FINANCING

A. Loan. The Commission shall, after the execution and delivery of this Agreement, loan to the Village the amount of \$13,030,632.00 (the "Loan").

B. Loan Repayment.

1. The Village shall repay the principal balance of the Loan in 360 monthly installments, commencing at the time the first payment is due under Subsection 7M in the Enabling Agreement (the "Monthly Payment Date"), and continuing in successive monthly installments on each Monthly Payment Date, with the final payment of any principal, if not sooner paid, on the 360th Monthly Payment Date. Each of the 360 monthly installments of principal on the Loan shall be in the amount of \$36,196.20.
2. Interest on the unpaid principal balance of the Loan, will accrue at the rate of zero percent (0%) per annum.

C. Tender of Loan Payments. Payments of the principal of and interest shall be made in lawful money of the United States of America in federal or other immediately available funds.

D. Application of Loan Proceeds. The proceeds of the Loan shall be paid to the Commission immediately upon receipt as full payment for the Capital Cost Recovery Charge identified in the Enabling Agreement. The parties agree that the amount owed to the Commission for the Capital Cost Recovery Charge is \$13,030,632.

E. Covenants. The covenants sets forth in Subsections 9A, 9B, 9C and 9D of the Enabling Agreement are incorporated into this Agreement by reference.

SECTION 3. DEFAULTS AND REMEDIES

A. Commission Defaults. The occurrence of the following shall constitute a default by the Commission under this Agreement: The failure by the Commission to observe and/or perform any covenant, condition, and/or agreement on its part to be observed and/or performed under this Agreement, and the continuation of said failure for thirty (30) days after the Commission's receipt of written notice thereof from the Village. However, if said failure cannot be remedied by the Commission within said thirty (30) day period, and the Commission shall have diligently pursued the resolution of the failure during said thirty (30) days, the period shall be extended by such additional time as may be reasonably required by the Commission to cure or correct said failure. In no event shall the period be extended by more than ninety (90) days. In the event of a default by the Commission under this Agreement, the Village shall have the same remedies as are provided for, and only the remedies provided for, in the Enabling Agreement for a default by the Commission.

B. Village Defaults. The occurrence of the following shall constitute a default by the Village under this Agreement: The failure by the Village to observe and/or perform any covenant, condition, and/or agreement on its part to be observed and/or performed under this Agreement, and the continuation of said failure for thirty (30) days after the Village's receipt of written notice thereof from the Commission. However, if said failure cannot be remedied by the Village within said thirty (30) day period, and the Village shall have diligently pursued the resolution of the failure during said thirty (30) days, the period shall be extended by such additional time as may be reasonably required by the Village to cure or correct said failure. In no event shall the period be extended by more than ninety (90) days. In the event of a default by the Village under

this Agreement, the Commission shall have the same remedies as are provided for, and only the remedies provided for, in the Enabling Agreement for a default by the Village.

C. Force Majeure. In case by reason of a force majeure event, either party to this Agreement shall be rendered unable wholly or in part to carry out its obligation under this Agreement, then if such party shall give notice and full particulars of such force majeure event in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure event, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure event" as employed in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission or of the Village to deliver Lake Michigan water, or of the Village to receive Lake Michigan water, on account of any other causes not reasonably within the control of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and the above requirement that any "force majeure event" shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the

demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

SECTION 4. LEGAL RELATIONSHIPS AND REQUIREMENTS

A. Supplemental Agreement. This Agreement shall be deemed to supplement the Enabling Agreement in connection with the supply of Lake Michigan water to the Service Area. If there is any other conflict or inconsistency between the terms of this Agreement and the terms of the Enabling Agreement, then the terms of this Agreement shall control. The Village shall at all times comply with all terms and conditions of the Enabling Agreement, except as otherwise provided in this Agreement.

B. Term of Agreement. This Agreement shall continue in full force and effect from the Effective Date until the Loan is paid in full by the Village.

C. Cooperation and Further Agreements. The Commission and the Village agree to cooperate in good faith throughout the term of this Agreement to implement the letter and spirit of the provisions set forth in this Agreement.

D. Assignment. This Agreement may not be assigned by any party, in whole or in part, without the prior written consent of the other party.

E. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the Commission shall be addressed to, and delivered at, the following address:

DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: General Manager

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

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

By notice complying with the requirements of this Section 4.E, the Commission and the Village each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

F. No Oral Agreements. No oral agreements exist by or between the Commission and the Village with respect to this Agreement, nor was the making and execution of this Agreement induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced in this Agreement.

G. No Waiver. No course of dealing or failure of the Commission or the Village to enforce strictly any term, right, or condition of this Agreement shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Agreement shall operate as a waiver of any other term, right, or condition.

H. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any

person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party.

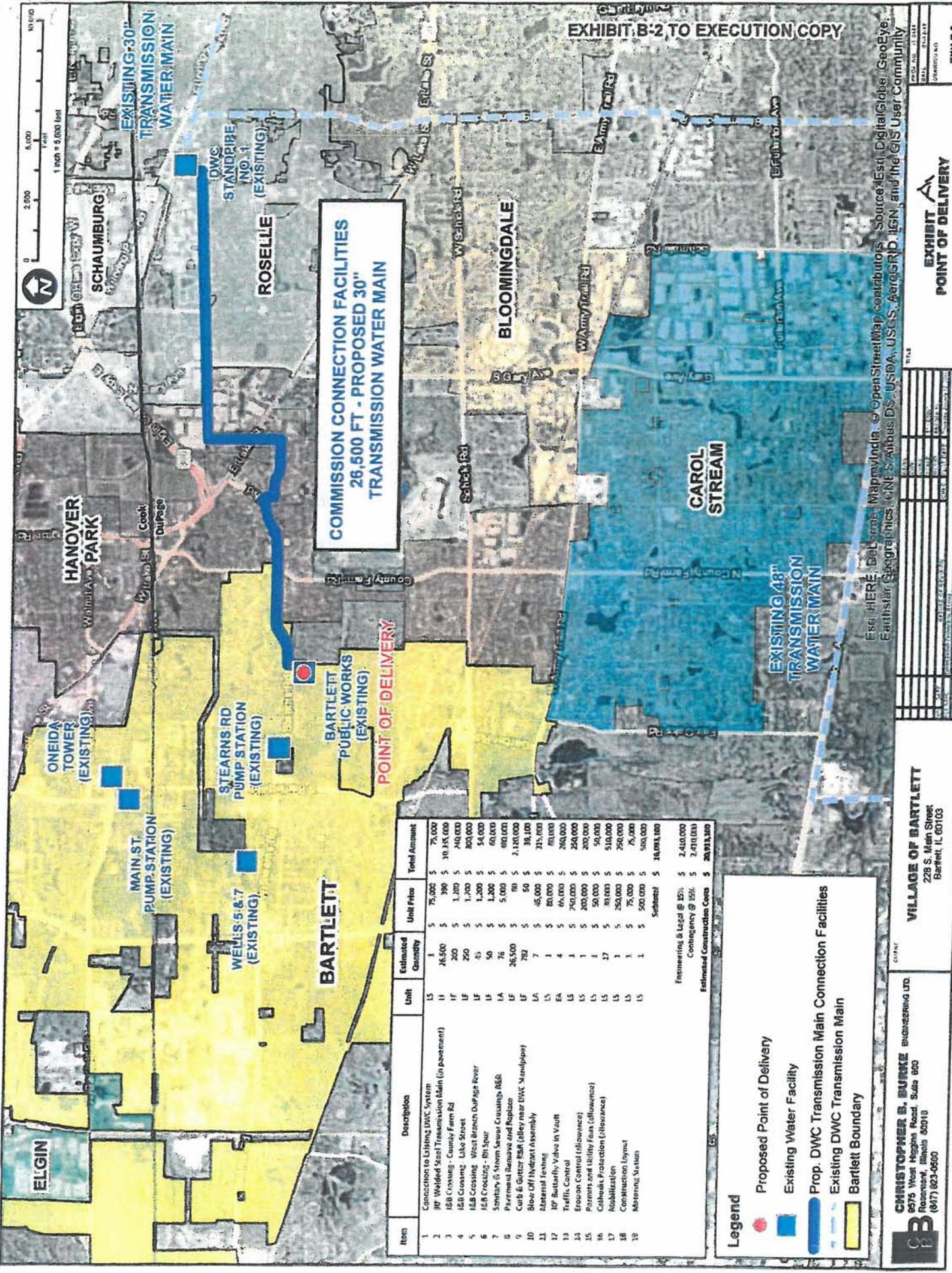
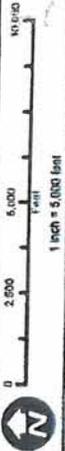
I. Governing Law and Venue. This Agreement shall be governed by and construed exclusively under the applicable laws, but not the conflict of laws rules, of the State of Illinois. Venue for any litigation arising out of this Agreement shall only be proper in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

J. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

IN WITNESS WHEREOF, the Commission and the Village have caused this Agreement to be executed by their duly authorized officers, pursuant to proper authorization of their respective governing bodies, as of the date first stated above.

ATTEST:	DuPAGE WATER COMMISSION
By: _____	By: _____
Its: _____	Its: _____

ATTEST:	VILLAGE OF BARTLETT
By: _____	By: _____
Its: _____	Its: _____



Item	Description	Unit	Estimated Quantity	Unit Price	Total Amount
1	Connection to Existing DWC System	LS	1	\$ 75,000	\$ 75,000
2	30" Welded Steel Transmission Main (in pavement)	LF	26,500	\$ 390	\$ 10,355,000
3	18" Crossing - Cowsay Farm Rd	LF	200	\$ 1,200	\$ 240,000
4	18" Crossing - Lake Street	LF	200	\$ 1,700	\$ 340,000
5	18" Crossing - West Branch DuPage River	LF	45	\$ 1,200	\$ 54,000
6	18" Crossing - Bri Spur	LF	50	\$ 1,200	\$ 60,000
7	Sanitary 6" Storm Sewer Crossing - RBR	LA	76	\$ 5,000	\$ 380,000
8	Pavement Remove and Replace	LF	26,500	\$ 80	\$ 2,120,000
9	Curb & Gutter RBR (alley near DWC Manhole)	LF	782	\$ 50	\$ 39,100
10	Slow Off Inlet/Out Assembly	LA	7	\$ 45,000	\$ 315,000
11	Material Fencing	EA	4	\$ 80,000	\$ 320,000
12	10' Butterfly Valve in Vault	EA	4	\$ 65,000	\$ 260,000
13	Traffic Control	LS	1	\$ 250,000	\$ 250,000
14	Erosion Control (follows)	LS	1	\$ 200,000	\$ 200,000
15	Permits and Utility Fees (allowance)	LS	1	\$ 50,000	\$ 50,000
16	Culverts Protection (allowance)	LS	17	\$ 31,000	\$ 527,000
17	Mobilization	LS	3	\$ 250,000	\$ 750,000
18	Construction Layout	LS	3	\$ 75,000	\$ 225,000
19	Metering Station	LS	1	\$ 500,000	\$ 500,000
				Subtotal	\$ 18,093,100
	Engineering & Legal @ 15%				\$ 2,410,000
	Contingency @ 15%				\$ 2,410,000
	Estimated Construction Costs				\$ 20,913,100

Legend

- Proposed Point of Delivery
- Existing Water Facility
- Prop. DWC Transmission Main Connection Facilities
- Existing DWC Transmission Main
- Bartlett Boundary

CHRISTOPHER S. BURKE ENGINEERING LTD.
 8975 West Higgins Road, Suite 800
 Rosemont, Illinois 60018
 (847) 823-0500

VILLAGE OF BARTLETT
 228 S. Main Street
 Bartlett, IL 60103

NO.	DATE	DESCRIPTION
1	08/11/2011	ISSUED FOR PERMITS
2	08/11/2011	ISSUED FOR PERMITS
3	08/11/2011	ISSUED FOR PERMITS
4	08/11/2011	ISSUED FOR PERMITS
5	08/11/2011	ISSUED FOR PERMITS
6	08/11/2011	ISSUED FOR PERMITS
7	08/11/2011	ISSUED FOR PERMITS
8	08/11/2011	ISSUED FOR PERMITS
9	08/11/2011	ISSUED FOR PERMITS
10	08/11/2011	ISSUED FOR PERMITS
11	08/11/2011	ISSUED FOR PERMITS
12	08/11/2011	ISSUED FOR PERMITS
13	08/11/2011	ISSUED FOR PERMITS
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26	08/11/2011	ISSUED FOR PERMITS
27	08/11/2011	ISSUED FOR PERMITS
28	08/11/2011	ISSUED FOR PERMITS
29	08/11/2011	ISSUED FOR PERMITS
30	08/11/2011	ISSUED FOR PERMITS

EXHIBIT A
 POINT OF DELIVERY

ITEM B-2

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DUPAGE WATER TRANSITION COSTS

DuPage Water Commission - Implementation of Water Service IGA (Transmission Main "Construction Loan")	Village of Bartlett - System Improvements (IEPA Loan)
DuPage Water Commission Transmission Main to the Village of Bartlett DuPage Water Commission Delivery & Metering Stations TOTAL = \$21,000,000	Village Pump Stations at DWC Connection \$4,600,000 Ground Storage Tanks at DWC Connection \$4,000,000 Land For DWC Connection \$600,000 Land & Easements for Transmission Main \$500,000 Elevated Storage Tank \$3,000,000 Village System Water Main Improvements \$8,500,000 Village Inter-Pressure Zone Booster Pumping Station \$2,300,000 TOTAL = \$23,500,000
DuPage Water Commission - Capital Cost Recovery IGA (Buy-In) 30 Yr Loan at 0% Interest \$13,030,632	