

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**JANUARY 20, 2015**  
**7:00 P.M.**

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

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

6. **MINUTES:** Board & Committee Minutes – January 6, 2015
- \*7. **BILL LIST:** January 20, 2015
8. **TREASURER’S REPORT:** None
9. **PRESIDENT’S REPORT:** Government Finance Officers Association Budget Award 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 CAMERER**

1. Subdivision Ordinance Amendments & Updated Appendices

**B. BUILDING COMMITTEE, CHAIRMAN MARTIN**

No Report

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

1. Civic Group Funding Guidelines Ordinance

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

No Report

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

No Report

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

No Report

13. **NEW BUSINESS:**

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

15. **ADJOURN TO EXECUTIVE SESSION:** To Discuss Collective Negotiation Matters  
Pursuant to Section 2(c)2 of the Open Meeting Act



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**January 6, 2015**

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1. CALL TO ORDER

President Wallace called the regular meeting of January 6, 2015 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:02 PM in the Council Chambers.

2. ROLL CALL

PRESENT: Trustees Camerer, Carbonaro, Martin, Reinke, Shipman and President Wallace

ABSENT: Trustee Arends

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

3. INVOCATION – Pastor Paul Goff from the United Pentacostal Church of Bartlett did the invocation.

President Wallace asked for a moment of silence for long-time resident, Chris Kunce who passed away.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Carbonaro asked that Item 1 under the License & Ordinance Committee, Ordinance 2015-03, An Ordinance Amending Section 3-3-2-4: Class C of the Bartlett Liquor Control Ordinance be added to the Consent Agenda.

Trustee Shipman moved to amend the Consent Agenda by adding Item 1 under the License & Ordinance Committee, Ordinance 2015-03, An Ordinance Amending Section 3-3-2-4: Class C of the Bartlett Liquor Control Ordinance and that motion was seconded by Trustee Martin.



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**ROLL CALL VOTE TO AMEND THE CONSENT AGENDA AND ADD ITEM 1 UNDER  
LICENSE & ORDINANCE COMMITTEE**

**AYES:** Trustees Camerer, Carbonaro, Martin, Reinke, Shipman  
**NAYS:** None  
**ABSENT:** Trustee Arends  
**MOTION CARRIED**

Trustee Camerer moved to approve the amended Consent Agenda and all items contained therein, and that motion was seconded by Trustee Shipman.

**ROLL CALL VOTE TO APPROVE THE AMENDED CONSENT AGENDA**

**AYES:** Trustees Camerer, Carbonaro, Martin, Reinke, Shipman  
**NAYS:** None  
**ABSENT:** Trustee Arends  
**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

President Wallace asked the Finance Director Jeff Martynowicz to give a brief report.

Finance Director, Jeff Martynowicz summarized the Municipal Sales Tax Report for fiscal year 2014/15 as of October, 2014 to be at \$1,131,824 and compared it to the same time period last year and indicated that it represents a 10.28% increase over the same time period as last year. He stated that the Motor Fuel Tax Allotment Report reflects revenues through November, 2014 and the year to date revenue is \$1,188,990 and that represents a 16.61% increase from the same time period last year.

9. PRESIDENT'S REPORT

President Wallace read a Proclamation recognizing the Bartlett Park District as Bartlett's best.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None



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**BOARD MINUTES**  
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11. TOWN HALL

**Rita Lopienski, representing Arts in Bartlett, 215 S. Main Street**

Ms. Lopienski stated that they had a ribbon cutting last month for their new facility and Trustee Camerer and Trustee Arends attended. She stated that they appreciated the involvement from the Village and invited the public to see their new art center across the street. She stated that Arts in Bartlett is all volunteer run. She stated that they also have an art gallery on the second floor.

12. STANDING COMMITTEE REPORTS

A. PLANNING & ZONING COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer presented Ordinance 2015-01, An Ordinance Granting Variations for Accessory Structure Height and Side Yard Setback for 310 W. North Avenue. He stated that the petition is for two variations for a recently constructed accessory structure, being a detached garage at 310 West North Avenue. The property has a 15 foot height limitation and a minimum 5 foot side yard setback for accessory structures. The owner's contractor constructed a detached garage on the property that exceeded the height limitation by 1 foot 8 inches, and which encroaches into the five foot side yard by 2.52 feet.

Trustee Camerer moved to approve Ordinance 2015-01, An Ordinance Granting Variations for Accessory Structure Height and Side Yard Setback for 310 W. North Avenue and that motion was seconded by Trustee Shipman.

Trustee Martin asked the name of the contractor that caused the homeowner these problems.

Mr. Carrier responded that it was Cardinal Construction.

ROLL CALL VOTE TO APPROVE ORDINANCE 2015-01

AYES: Trustees Camerer, Carbonaro, Martin, Reinke, Shipman

NAYS: None

ABSENT: Trustee Arends

MOTION CARRIED

Trustee Camerer presented Ordinance 2015-02, An Ordinance Approving a Special Use Permit for Commercial Topsoil Removal at the Northwest Corner of Route 59 and West Bartlett Road. He stated that the petition of Bartlett 59 LLC was for a special use permit for topsoil removal on the 109+/- acre property located at the northwest corner of Route 59 and West Bartlett Road.



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**BOARD MINUTES**  
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Trustee Camerer moved to approve Ordinance 2015-02, An Ordinance Approving a Special Use Permit for Commercial Topsoil Removal at the Northwest Corner of Route 59 and West Bartlett Road and that motion was seconded by Trustee Martin.

President Wallace asked if there were any concerns over traffic with this.

Community Development Director Jim Plonczynski stated that there were concerns with the truck traffic and where it would go in and out of the site. He stated that they will work with the Cook County Highway Department and plan to move the truck traffic away from the Victory Center apartments.

**ROLL CALL VOTE TO APPROVE ORDINANCE 2015-02**

**AYES:** Trustees Camerer, Carbonaro, Martin, Reinke, Shipman

**NAYS:** None

**ABSENT:** Trustee Arends

**MOTION CARRIED**

**B. BUILDING COMMITTEE, CHAIRMAN MARTIN**

Trustee Martin stated that there was no report.

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

Trustee Reinke stated that Resolution 2015-04-R, A Resolution Approving of Disbursement Request for Payout No. 24 from the Subordinate Lien Tax Increment Revenue Note, Series 2007 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project was covered and approved under the Consent Agenda.

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

Trustee Carbonaro stated that Ordinance 2015-03, An Ordinance Amending Section 3-3-2-4: Class C of the Bartlett Liquor Control Ordinance was covered and approved under the Consent Agenda.

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

Trustee Shipman stated that there was no report.

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

Trustee Reinke in the absence of Trustee Arends stated that there was no report.

**13. NEW BUSINESS**

President Wallace stated that if there were no objections from the Board he would issue the Class C liquor license for CVS Pharmacy.

No Trustees stated any objections and President Wallace stated that he would issue that license.



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14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Martin stated that the Police Department came in second place for National Night Out.

Chief Williams stated that they came in second place nationally and he was very proud of that. He stated that the award is in route for the February Board meeting.

Trustee Martin stated that the golf course was also praised by "The Knot.com".

Food & Beverage Manager Paul Petersen stated that the award was voted on by brides that had events at the facility and Bartlett Hills came in the top 3% in the country.

Trustee Shipman stated that the roads were nicely plowed.

Trustee Carbonaro asked if the employee insurance can be added to the next Board agenda.

15. ADJOURNMENT

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

President Wallace stated that the Board will be going into a Committee of the Whole meeting and then into Executive Session to Discuss Personnel Pursuant to Section 2(c)1 of the Open Meetings Act.

ROLL CALL VOTE TO ADJOURN

AYES: Trustees Camerer, Carbonaro, Martin, Reinke, Shipman

NAYS: None

ABSENT: Trustee Arends

MOTION CARRIED

The meeting was adjourned at 7:21 PM.

Lorna Gilles  
Village Clerk

LG/

**VILLAGE OF BARTLETT**  
**COMMITTEE MINUTES**

**January 6, 2015**

President Wallace called the Committee of the Whole meeting to order at 7:38 p.m.

Present: Trustee Camerer, Carbonaro, Martin, Reinke, and Shipman

Absent: Trustee Arends

Also Present: Village Clerk Lorna Giless, Village Administrator Valerie L. Salmons, Assistant Village Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Administrative Intern Sam Hughes, Finance Director Jeff Martynowicz, Information Technology Coordinator Chris Hostetler, Community Development Director Jim Plonczynski, Building Director Brian Goralski, Public Works Director Dan Dinges, Public Works Engineer Bob Allen, Chief Kent Williams, Deputy Chief Joe Leonas, Food & Beverage Manager Paul Petersen, and Attorney Bryan Mraz

**PUBLIC WORKS COMMITTEE**

**Metra Waiting Room**

President Wallace asked Trustee Reinke to chair the Committee in Chairman Arends' absence.

Trustee Reinke asked Administrator Salmons to review the agenda item.

Administrator Salmons explained that the Board had asked if staff could look at a couple of other options, specifically, the heating lights. As the staff memo indicates, the estimated cost for the heaters would be approximately \$6,000. She stated that while that appears to be the most expeditious solution and certainly is the least expensive option, one of the original recommendations – the two gate option – in the long run is probably the best solution. She recommended that the Board approve of Option 3: Install two gates to allow commuters to access the center portion of the station. She stated that the gates could be installed in approximately two weeks

Trustee Camerer clarified that Option 3 would allow the most commuters to come into the station.

Administrator Salmons responded yes and it also allows them in with the ability to keep the coffee portion safe as well as the Metra attendant.

Trustee Camerer stated that it is a great idea for the commuters in Bartlett, but there is the concern regarding vandalism. He asked what the cost would be to install cameras.

Administrator Salmons responded that cameras would probably be installed.

Trustee Camerer agreed, stating that if we are going to do it, we might as well do it right. The cameras would deter vandalism and provide safety.

Trustee Shipman asked who would monitor the cameras.

Administrator Salmons responded that the Police Department would monitor the cameras.

Trustee Shipman asked if the Police Department's system is capable of handling a remote camera like that.

D. Dinges explained that the cameras would record and if there were an incident, the Police Department would go back and review the tapes as opposed to someone monitoring it all the time.

K. Williams added that the cameras will serve as a deterrent and the Department will track what occurs.

Trustee Martin asked if there will be two gates going up, is there any way to position the cameras on the other side.

K. Williams stated that it will be tracked from the most advantageous position.

Trustee Camerer asked if we know how prevalent vandalism is at other stations.

K. Williams explained that it varies.

Trustee Camerer asked how often the station is completely empty. Is the station completely empty for hours on end so someone would have ample time to come in with a can of spray paint? With other people waiting for the train, you would think that would be a deterrent; having people watching other people.

K. Williams agreed.

Trustee Reinke asked if there have been a lot of complaints regarding the current set-up.

Administrator Salmons responded not this year, but last year with the brutally cold winter and small waiting area, there were some complaints.

Trustee Martin asked if the parking capacity is used 100%.

Administrator Salmons responded that it depends; there is less parking used during the summer months and it is usually completely filled in the winter.

Trustee Shipman asked if the existing waiting area will remain.

Administrator Salmons responded yes, and the smaller one will remain open 24/7.

Trustee Shipman clarified that the larger waiting area will be closed at 10:30 p.m.

Administrator Salmons responded yes.

Trustee Shipman asked if the waiting area will close at 10:30 p.m. in the summer as well.

Administrator Salmons responded yes.

Trustee Shipman stated that it will serve as a cooling or a warming center.

Trustee Reinke clarified that the funds for the waiting room will come from the General Fund reserves, rather than the Capital Budget.

Administrator Salmons responded that there isn't a funding source in the Capital Budget.

Trustee Camerer asked what the estimated cost would be to add the cameras.

D. Dinges responded that the cameras would be approximately \$2,000, so the estimated total for the entire project would be \$20,000.

Trustee Shipman commented that the estimate of \$2,000 for cameras is dangerously low.

D. Dinges responded that was the estimate from the electrician, but it would depend on the quality and hard-drive size of the cameras.

President Wallace suggested that the cameras be installed at a later date, after having some experience with the larger waiting room. We could go ten years without ever having an incident and have cameras, after cameras, after cameras. It is such a visible spot anyway.

Trustee Camerer stated that President Wallace is absolutely right. We may never have any vandalism and if that's the case, no need for cameras.

Trustee Martin suggested getting a quote on installing cameras, but not hold up the waiting area project because of that.

Trustee Shipman suggested that staff look at more specific thoughts on the cameras and budget the item for next year.

Trustee Camerer commented that it could be expensive to clean up vandalism, but it would depend on what damage was done.

Trustee Carbonaro stated if the Board is going with Option 3 to include two gates, and the large warming area, there really isn't any need for the existing waiting area. Why keep the area on the other end; the station closes at 10:30 p.m. It's just another area for people to vandalize if it is going to be open 24/7.

Administrator Salmons stated that we would have to change the locks on the doors. She mentioned that there has not been any vandalism in the 24-hour area.

There being no further comments or questions, President Wallace directed staff to move forward with the project.

## **FINANCE & GOLF COMMITTEE**

### **Civic Group Funding Guidelines**

Chairman Reinke stated that the first item on the Finance Committee agenda is the Civic Group Funding Guidelines. He asked Attorney Bryan Mraz to review the item.

B. Mraz explained that the Board has asked for some guidelines because there are wonderful organizations that provide desirable services for the Village, but we are giving out public funds and we are accountable for those public funds. We wanted to have some standardized requirements. The organization would complete the required forms indicating how they propose to use the funds. Under the General Guidelines, the Standard Requirements include:

- Application for funding request
- Submit copy of Articles of Incorporation evidencing the civic organization is a not-for-profit corporation
- Copy of civic organization's bylaws
- If organization is a recognized 501(c)(3) tax exempt entity, submit a copy of IRS Form 1023 Application for Recognition of Exemption, and a copy of the organization's most recent audit
- Submit financial statements or other documentation showing all sources and uses of funds for the preceding two years
- Submit proposed budget showing amount and types of receipts and expenditures anticipated for the present and next succeeding one year
- A statement that funds received from the Village shall not be used to pay for any political or religious purpose, to purchase alcohol or private entertainment, or to pay for any operational expenses (such as salaries or facilities)

The criteria for awarding funds to civic organizations:

The Corporate Authorities will set a total amount of funds to be allocated to civic organizations during the upcoming year, taking into account the Village's other financial obligations and past practices. Priority will be given to civic organizations that provide a

service or program that the Village does not currently provide and/or which meaningfully supplement a Village provided service, program, or special public event.

The Corporate Authorities will consider the size of the request for funding; the organization's past history and reputation of the civic organization for community enrichment; the completeness of its Application for Funding Request and submittals in support of its request; past success of the organization's programs, services and events; the number of people served; the cost per person reached; the number of volunteer versus staff hours worked; and such other factors as the Corporate Authorities deem appropriate.

He explained that the funds are taxpayers' dollars and the Board is accountable for that.

Trustee Martin asked if one of the criteria is not met, is that an exclusion.

B. Mraz responded no, it would be up to the Board.

Trustee Shipman stated, hypothetically, that ABC Youth Sports wants to hold a parade downtown and they are not asking for money, but asking for services such as police and public works. He asked if that falls under these guidelines.

B. Mraz responded no.

Trustee Shipman clarified that the guidelines are for cash requests.

B. Mraz explained that Bartlett has all kinds of organizations that have walks, parades, whatever, and the police and public works spend dollars and time, but this is not that.

Chairman Reinke stated that the guidelines are very well thought out. He stated that it is a very difficult balancing act to come up with objective standards and not impinge in First Amendment rights.

Trustee Shipman clarified that the process that is envisioned is that people would submit the application whenever, but their best bite at the apple would be about now for next year's budget. He asked if staff would then review the requests or would they come before the Board.

Administrator Salmons responded that the requests would have to come to the Board because the Board makes the decision during the budget year which, if any, of the current groups they would like to continue to fund. Staff may organize it as part of the budget review, but the Board has to make the decision.

Trustee Shipman clarified that ultimately it will be the Board deciding who gets what, if there are many applications.

Chairman Reinke asked how the guidelines will be adopted.

B. Mraz explained that the Board should, at least, vote to approve the guidelines. He stated that it doesn't have to be done as part of the Municipal Code, as an ordinance, but it could be done that way, in a form of a stand-alone ordinance.

Chairman Reinke stated that if it were to be adopted by ordinance, he would like to see some stronger caveats along the lines of "just because you get the funds this year, does not mean you will get them next year"; it's an annual process.

B. Mraz agreed and stated that it would be a good idea to adopt it into the Municipal Code so people could view it on line.

There being no further comments or questions, Administrator Salmons forwarded the item to the Village Board for consideration.

### New Website Demonstration

Chairman Reinke asked Information Technology Coordinator Chris Hostetler to present the website demonstration.

C. Hostetler stated that some of the goals for the website re-design was to make it more modern looking, visually appealing, user friendly and compatible for all mobile devices of all sizes. When visiting the site, you can see that it is very modern looking and very clean. The size requires very little scrolling, if at all, depending on your screen size. There are large graphic icons that bring people to some of the most popular areas of the website. Further down on the page (referring to exhibit), one of the most popular sections of the website was always the Village calendar. Right upfront you can see the upcoming meetings, the upcoming events, which are automatically generated each time an event is added. When you click on "View All Meetings", you are given a nice clean calendar view. If you prefer a "List View", you can easily see that as well. You can filter down, based upon what your interests are. When you click into an event, you get the details of the event along with some tools that allow you to add it to your Google, Outlook, or Yahoo calendar. Another tool that is handy allows you to click on the event's address which opens it up in Google Maps and you can click "Get Directions". Also prominent on the homepage is a section called "Latest News". When you click on one of the new stories, you can read the details, but also get some nice tools. The tools allow you to share a story of interest to you with your friends. You just hover over the "Share", click on Twitter or Facebook and you can easily post the stories. If you see something that you would like to give some feedback to the Village, just click on the "Feedback" button, add your email address and comments and hit "Send". That message will automatically go to staff. If you would like to print something, the "Print" button will print just the story you want. All those things have made the Village's website easier to use.

He explained that we were looking to simplify navigation on the website. That is done by using a "Mega Menu". By using mega menus, you are actually able to see down into the individual departments. You no longer have to click on "Building", for example, and hope that is where what you are searching for is located. You can click directly down into a

department. Also, on the left hand side, we have navigation, but it is limited strictly to the area of interest. When you click into Building, you are only going to get navigation that will lead you to other Building items. The department homepages also feature their own events section and news section. These stories will automatically be geared toward people who have an interest of that particular information based upon what department they have visited. If you visit Community Development, you will see stories related to Community Development; if you visit the Police Department, you'll see stories related to the Police Department.

Another way to simplify navigation was to add a whole new section called "How Do I". What we have tried to do is anticipate the kinds of things that people are particularly looking for when they are visiting the website – how do I apply for a residential building permit – how do I report a problem – how do I request speed enforcement – or how do I pay a water bill. We tried to put all the things that we think people will be looking for. Information will be added or modified as we find necessary. The last thing done was making the website mobile friendly. It is estimated that at least 50% of the browsing that happens, takes place on a mobile device whether that be an iPad or a mobile phone. Many times you go to a site on a device and you end up having to zoom in or zoom out or do a horizontal scroll. The Village's site will now dynamically adjust its layout based upon the size of the screen. (Examples shown on exhibit). It has a touch friendly menu for use on a mobile device. The changes made to the website should really have some positive feedback from the residents and visitors of the website.

President Wallace asked if the new website is live now.

C. Hostetler responded yes.

Chairman Reinke asked if the new website will make it easier for residents to contact the Board.

C. Hostetler explained that contact information is still prominently displayed on the homepage. When a message comes in, depending on the subject of the request, it will go to a particular department. Anything that staff does with that request is recorded, so when they respond to a resident, it is recorded; if the resident responds, that also gets recorded all automatically. We try to gear most of the communication through the form on the website because we have some accountability to the request.

Trustee Shipman stated that the website looks very nice and seems easy to navigate. He asked what the redesign does for staff.

C. Hostetler responded that with the previous website, you really needed to know some HTML in order to do any updating, so it was limited to two staff members. The new site makes updating really simple. Staff, without any web design experience, can navigate the updating system. If you can use a word processor, you can do it. That will help increase the freshness of the content. Also, it has an emergency banner that will allow us to create a banner, if there was an emergency, in a matter of seconds that will show

up on each and every one of the website pages. It would show at the top of the screen, but it can't be avoided. It helps staff in terms of not having to adjust every page on the site. With a few clicks, staff can put an emergency notice out on the site.

Trustee Martin asked if that would include Amber Alerts.

C. Hostetler responded that what the emergency banner is used for is up to the Village.

Trustee Shipman asked if staff can draw some analytics from the site.

C. Hostetler responded yes; it uses Google analytics which has a good statistical analysis that can indicate what kind of browser was used; where they used it; what pages they came in on; what pages they went out on, etc. Staff will be using that information to modify the site if it is indicated that some pages aren't getting much attention; maybe it's lacking content or just not needed.

President Wallace commented that the re-design is well done.

P. Schumacher commented that Chris Hostetler, Gaby Infusino and Kristy Stone spent a lot of time thinking through the system, what would be technical-friendly and friendly to the average user and staff. They did a very good job.

There being no further comments or questions, President Wallace entertained a motion to adjourn the Committee of the Whole meeting to Executive Session to discuss Personnel pursuant to Section 2(c)1 of the Open Meetings Act.

Moved by Trustee Martin  
Seconded by Trustee Shipman

Motion carried.

President Wallace adjourned the Committee of the Whole meeting to Executive Session at 8:09 p.m.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 1/20/2015**

**100-GENERAL FUND REVENUES**

**410110-REAL ESTATE TRANSFER TAX**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHERYL DORON	TRANSFER TAX REFUND	660.00
<b>INVOICES TOTAL:</b>		<b>660.00</b>

**420230-BUILDING PERMITS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 G S FLOOR DESIGN	BUILDING PERMIT REFUND	45.00
<b>INVOICES TOTAL:</b>		<b>45.00</b>

**430300-VILLAGE FINES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICHOLAS MOSTARDO	PARKING TICKET REFUND	15.00
1 STEVEN WOOD	PARKING TICKET REFUND	30.00
<b>INVOICES TOTAL:</b>		<b>45.00</b>

**480601-MISCELLANEOUS INCOME**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HANOVER TOWNSHIP FOOD PANTRY	FOOD PANTRY DONATION	130.00
1 WAYNE TOWNSHIP FOOD PANTRY	FOOD PANTRY DONATION	125.00
<b>INVOICES TOTAL:</b>		<b>255.00</b>

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DEARBORN NATIONAL	MONTHLY INSURANCE - JAN 2015	2,750.49
<b>INVOICES TOTAL:</b>		<b>2,750.49</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEX BANK	FUEL PURCHASES	125.67
<b>INVOICES TOTAL:</b>		<b>125.67</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	CALENDAR/TAPE/PENS	13.33
1 WAREHOUSE DIRECT	BINDERS	148.59
<b>INVOICES TOTAL:</b>		<b>161.92</b>

**543900-COMMUNITY RELATIONS**

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

**VILLAGE OF BARTLETT  
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 INVOICES DUE ON/BEFORE 1/20/2015**

1 YELLOW PAGE DIRECTORY SVS INC	DIRECTORY LISTING	317.65
		<b>INVOICES TOTAL: 317.65</b>

**543910-HISTORY MUSEUM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CHRISTINE WIDUGER	MUSEUM VALENTINE PROGRAM	60.00
		<b>INVOICES TOTAL: 60.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FLAGS USA INC	VILLAGE OF BARTLETT FLAGS	408.00
1 INTERGOVERNMENTAL RISK MGMT	SUPPLEMENTAL BOND	1.00
		<b>INVOICES TOTAL: 409.00</b>

**1200-PROFESSIONAL SERVICES**

**522900-PROFESSIONAL PLANNERS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KANE MCKENNA & ASSOCIATES INC	DOWNTOWN TIF CONSULTANTS	1,112.50
		<b>INVOICES TOTAL: 1,112.50</b>

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
		<b>INVOICES TOTAL: 2,925.00</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	POTABLE WATER STUDY	5,078.50
		<b>INVOICES TOTAL: 5,078.50</b>

**1210-LIABILITY INSURANCE**

**544100-LIABILITY INSURANCE PREMIUMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT	ANNUAL CONTRIBUTION	394,297.00
		<b>INVOICES TOTAL: 394,297.00</b>

**544200-LIABILITY INS DEDUCTIBLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT	DECEMBER DEDUCTIBLES	17,575.79
		<b>INVOICES TOTAL: 17,575.79</b>

**1400-FINANCE**

\*\* Indicates pre-issue check.

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**522400-SERVICE AGREEMENTS**

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

**522950-ORDINANCE CODIFICATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STERLING CODIFIERS INC	ANNUAL HOSTING FEE	500.00
		<u>INVOICES TOTAL: 500.00</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	ADDING MACHINE RIBBONS	21.30
		<u>INVOICES TOTAL: 21.30</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IL PUBLIC EMPLOYER LABOR RELATION	SEMINAR REGISTRATION/J TERRANCE	195.00
		<u>INVOICES TOTAL: 195.00</u>

**542100-REBATES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ROBERT WACLAWSKI	UTILITY TAX REBATE	30.00
		<u>INVOICES TOTAL: 30.00</u>

**1500-COMMUNITY DEVELOPMENT**

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEX BANK	FUEL PURCHASES	98.45
		<u>INVOICES TOTAL: 98.45</u>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IL ECONOMIC DEVELOPMENT ASSOC	ANNUAL MEMBERSHIP DUES	250.00
		<u>INVOICES TOTAL: 250.00</u>

**1600-BUILDING**

**523010-ELEVATOR INSPECTIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELEVATOR INSPECTION SERVICES	ELEVATOR RE-INSPECTIONS	96.00
		<u>INVOICES TOTAL: 96.00</u>

**526005-PLAN REVIEW SERVICES**

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

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1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	477.00
	<u>INVOICES TOTAL:</u>	<u>477.00</u>

**532000-AUTOMOTIVE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WEX BANK	FUEL PURCHASES	189.60
	<u>INVOICES TOTAL:</u>	<u>189.60</u>

**543101-DUES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 INTERNATIONAL CODE COUNCIL INC	MEMBERSHIP DUES	125.00
	<u>INVOICES TOTAL:</u>	<u>125.00</u>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ADT SECURITY SERVICES	ALARM MONITORING SERVICE	39.45
1 AMERI-SHRED INC	PAPER SHREDDING SERVICES	60.00
1 ALICE BENDIG	SKETCH ARTIST DRAWINGS	400.00
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,500.00
1 VERIZON WIRELESS	WIRELESS SERVICES	1,084.70
	<u>INVOICES TOTAL:</u>	<u>3,084.15</u>

**522500-EQUIPMENT RENTALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 VERIZON WIRELESS	WIRELESS SERVICES	789.35
	<u>INVOICES TOTAL:</u>	<u>789.35</u>

**525400-COMMUNICATIONS - DUCOMM**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 DU-COMM	DUES	144,255.25
	<u>INVOICES TOTAL:</u>	<u>144,255.25</u>

**526000-VEHICLE MAINTENANCE**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	142.50
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	30.80
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	68.15
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	226.56
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	69.95
1 HOME DEPOT CREDIT SERVICES	TIRE GAUGES	13.96
1 MR CAR WASH	DECEMBER CAR WASHES	113.62
1 TMDE CALIBRATION LABS INC	SPEED TRAILER SOLAR PANEL	975.00
	<u>INVOICES TOTAL:</u>	<u>1,640.54</u>

\*\* Indicates pre-issue check.

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**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHIEF SUPPLY CORP	MATERIALS & SUPPLIES	389.84
1 GRAINGER	MATERIALS & SUPPLIES	301.95
** 1 SAM'S CLUB	FOOD PURCHASE/SUPPLIES	232.76
1 STATE GRAPHICS	VEHICLE SEIZURE FORMS	146.69
1 WAREHOUSE DIRECT	TONER	150.22
<b>INVOICES TOTAL:</b>		<b>1,221.46</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	8,121.24
<b>INVOICES TOTAL:</b>		<b>8,121.24</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	TONER	175.46
1 WAREHOUSE DIRECT	BINDER/WALL CALENDAR/TAPE	159.88
1 WAREHOUSE DIRECT	BINDERS/CLIPS/PUSHPINS	48.30
1 WAREHOUSE DIRECT	LABELS/PENS	420.70
1 WAREHOUSE DIRECT	BINDERS/BATTERIES/FOLDERS	124.98
1 WAREHOUSE DIRECT	TAPE/PHONE CORD	198.64
<b>INVOICES TOTAL:</b>		<b>1,127.96</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IL ASSOC OF CHIEFS OF POLICE	MEDIA TRAINING REGISTRATION	198.00
1 MICHAEL KMIECIK	TUITION REIMBURSEMENT	550.00
1 WILLIAM NAYDENOFF	TRAINING EXPENSES	69.00
** 1 SAFE KIDS WORLDWIDE	CERTIFICATION TRAINING FEES	170.00
** 1 KENT WILLIAMS - PETTY CASH	PETTY CASH REIMBURSEMENT	21.30
<b>INVOICES TOTAL:</b>		<b>1,008.30</b>

**544001-PRISONER DETENTION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VILLAGE SUDS STATION INC	DETENTION BLANKET LAUNDERING	17.35
<b>INVOICES TOTAL:</b>		<b>17.35</b>

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STANARD & ASSOCIATES INC	SERGEANT EXAM FEES	9,031.82
<b>INVOICES TOTAL:</b>		<b>9,031.82</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOWN & COUNTRY GARDENS	FLOWERS	80.99

\*\* Indicates pre-issue check.

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**	1 KENT WILLIAMS - PETTY CASH	PETTY CASH REIMBURSEMENT	333.22
			<b>INVOICES TOTAL: 414.21</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 B & H PHOTO & VIDEO	VIDEO CAMERA/EVIDENCE SCENES	1,155.95
1 JV TEK INC	DVR SYSTEM FOR INVESTIGATIONS	1,236.00
1 LYNN PEAVEY CO	EVIDENCE TECHNICIAN KITS	938.60
1 SUPERCIRCUITS INC	SURVEILLANCE CAMERAS	1,568.87
		<b>INVOICES TOTAL: 4,899.42</b>

**1800-STREET MAINTENANCE**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	100.86
1 UNIFIRST CORP	UNIFORM RENTAL	100.86
		<b>INVOICES TOTAL: 201.72</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN MESSAGING	WIRELESS SERVICES	7.96
1 COMCAST	VPN SERVICE	2.11
1 CONTINENTAL WEATHER SERVICE	MONTHLY WEATHER FORECASTING	150.00
1 VERIZON WIRELESS	WIRELESS SERVICES	180.61
		<b>INVOICES TOTAL: 340.68</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	SUBSCRIPTION	48.20
		<b>INVOICES TOTAL: 48.20</b>

**524230-SNOW PLOWING CONTRACTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	SNOW PLOWING SERVICES	4,950.00
1 VIRGILIO CARDENAS	SNOW PLOWING SERVICES	1,620.00
1 VIRGILIO CARDENAS	SNOW PLOWING SERVICES	2,025.00
1 KONCRETE CONSTRUCTION INC	SNOW PLOWING SERVICES	3,060.00
1 KONCRETE CONSTRUCTION INC	SNOW PLOWING SERVICES	3,645.50
1 STEVE R NAPLES	SNOW PLOWING SERVICES	720.00
1 STEVE R NAPLES	SNOW PLOWING SERVICES	720.00
1 PINE LANDSCAPING INC	SNOW PLOWING SERVICES	247.50
		<b>INVOICES TOTAL: 16,988.00</b>

**526000-VEHICLE MAINTENANCE**

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

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1 POMP'S TIRE SERVICE INC	TIRE REPAIRS	66.00
1 POMP'S TIRE SERVICE INC	TIRE REPAIRS	58.00
<b>INVOICES TOTAL:</b>		<b>124.00</b>

**527100-SERVICES TO MAINTAIN STREETS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	PEDESTRIAN SIGNAL INSTALLATION	14,474.50
<b>INVOICES TOTAL:</b>		<b>14,474.50</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	932.55
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	20.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	20.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	20.00
<b>INVOICES TOTAL:</b>		<b>992.55</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	50.85
<b>INVOICES TOTAL:</b>		<b>50.85</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTO TRUCK GROUP	AUTOMOTIVE SUPPLIES	223.53
1 INTERSTATE BILLING SERVICE INC	AUTOMOTIVE SUPPLIES	177.73
1 MIDWEST FUEL INJECTION	AUTOMOTIVE SUPPLIES	1,829.75
1 MIDWEST FUEL INJECTION	CREDIT - CORE RETURN	-325.00
1 O'REILLY AUTOMOTIVE INC	AUTOMOTIVE SUPPLIES	501.00
1 WEX BANK	FUEL PURCHASES	4,897.83
<b>INVOICES TOTAL:</b>		<b>7,304.84</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	TREE REMOVAL DOOR HANGERS	140.00
<b>INVOICES TOTAL:</b>		<b>140.00</b>

**534230-SNOW PLOWING SALT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FASTENAL CO	ICEMELT	740.00
1 SNI SOLUTIONS	ROADWAY ANTI-ICING SOLUTION	4,550.00
<b>INVOICES TOTAL:</b>		<b>5,290.00</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RANDALL PRESSURE SYSTEMS INC	EQUIPMENT MAINTENANCE SUPPLIES	347.52
1 STANDARD EQUIPMENT CO	STREET SWEEPER SUPPLIES	127.20

\*\* Indicates pre-issue check.

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1 STANDARD EQUIPMENT CO	SWEEPER REPAIR PARTS	797.39
1 STANDARD EQUIPMENT CO	SWEEPER REPAIR PARTS	68.05
1 STANDARD EQUIPMENT CO	SWEEPER REPAIR PARTS	16.45
1 VALLEY HYDRAULIC SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	28.40
1 VERMEER-ILLINOIS INC	EQUIPMENT MAINTENANCE SUPPLIES	58.19
<u>INVOICES TOTAL:</u>		<u>1,443.20</u>

**534800-STREET LIGHTS MAINT MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ELMUND & NELSON CO	STREET LIGHT REPAIRS	4,176.00
1 ELMUND & NELSON CO	STREET LIGHT REPAIRS	310.00
<u>INVOICES TOTAL:</u>		<u>4,486.00</u>

**543101-DUES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 INT'L SOCIETY OF ARBORICULTURE	MEMBERSHIP DUES	260.00
<u>INVOICES TOTAL:</u>		<u>260.00</u>

**4000-CAPITAL PROJECTS EXPENDITURES**

**583072-NORTH/ PROSP STORMWTR DETENTIO**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CHRISTOPHER B BURKE ENG LTD	FLOOD CONTROL PROJECT	7,446.00
<u>INVOICES TOTAL:</u>		<u>7,446.00</u>

**4300-DEVELOPER DEPOSITS EXPENDITURE**

**585042-IDNR STATE BIKE PATH LINKS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WILLS BURKE KELSEY ASSOC LTD	BARTLETT/IDNR BIKE PATH LINKS	1,323.00
<u>INVOICES TOTAL:</u>		<u>1,323.00</u>

**430000-DEVELOPER DEPOSITS FUND**

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

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 LUIS F BERMUDEZ	VBR BOND REFUND	500.00
1 VISHAL PATEL	VBR BOND REFUND	250.00
<u>INVOICES TOTAL:</u>		<u>750.00</u>

**5000-WATER OPERATING EXPENSES**

**522300-UNIFORM RENTALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 UNIFIRST CORP	UNIFORM RENTAL	41.47
1 UNIFIRST CORP	UNIFORM RENTAL	41.47

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 82.94

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-4	10,480.33
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-7	2,293.33
	<u>INVOICES TOTAL:</u>	<u>12,773.66</u>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN MESSAGING	WIRELESS SERVICES	7.97
1 VERIZON WIRELESS	WIRELESS SERVICES	180.62
	<u>INVOICES TOTAL:</u>	<u>188.59</u>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	761.50
	<u>INVOICES TOTAL:</u>	<u>761.50</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTEGRYS ENERGY	ELECTRIC BILL	388.95
1 INTEGRYS ENERGY	ELECTRIC BILL	1,600.53
1 INTEGRYS ENERGY	ELECTRIC BILL	3,403.24
1 INTEGRYS ENERGY	ELECTRIC BILL	511.20
1 INTEGRYS ENERGY	ELECTRIC BILL	3,906.42
1 INTEGRYS ENERGY	ELECTRIC BILL	9,967.49
	<u>INVOICES TOTAL:</u>	<u>19,777.83</u>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 OIL MASTERS	VEHICLE MAINTENANCE	39.49
	<u>INVOICES TOTAL:</u>	<u>39.49</u>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STARK & SON TRENCHING INC	WATER MAIN/B-BOX REPAIRS	5,907.00
	<u>INVOICES TOTAL:</u>	<u>5,907.00</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BP	FUEL PURCHASES	160.92
1 WEX BANK	FUEL PURCHASES	787.87
	<u>INVOICES TOTAL:</u>	<u>948.79</u>

**500000-WATER FUND**

\*\* Indicates pre-issue check.

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANTHONY LINKA	REFUND - W/S OVERPAYMENT	66.72
<b>INVOICES TOTAL:</b>		<b>66.72</b>

**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
<b>INVOICES TOTAL:</b>		<b>132.44</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN MESSAGING	WIRELESS SERVICES	7.97
1 VERIZON WIRELESS	WIRELESS SERVICES	180.62
<b>INVOICES TOTAL:</b>		<b>188.59</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTEGRYS ENERGY	ELECTRIC BILL	58.95
1 INTEGRYS ENERGY	ELECTRIC BILL	86.38
1 INTEGRYS ENERGY	ELECTRIC BILL	64.77
1 INTEGRYS ENERGY	ELECTRIC BILL	224.68
1 INTEGRYS ENERGY	ELECTRIC BILL	89.66
1 INTEGRYS ENERGY	ELECTRIC BILL	213.43
1 INTEGRYS ENERGY	ELECTRIC BILL	214.79
1 INTEGRYS ENERGY	ELECTRIC BILL	187.42
1 INTEGRYS ENERGY	ELECTRIC BILL	105.20
1 INTEGRYS ENERGY	ELECTRIC BILL	194.59
1 INTEGRYS ENERGY	ELECTRIC BILL	304.30
1 INTEGRYS ENERGY	ELECTRIC BILL	312.58
1 INTEGRYS ENERGY	ELECTRIC BILL	1,010.55
1 INTEGRYS ENERGY	ELECTRIC BILL	31,721.13
1 INTEGRYS ENERGY	ELECTRIC BILL	105.45
1 NICOR GAS	GAS BILL	24.25
1 NICOR GAS	GAS BILL	78.70
1 NICOR GAS	GAS BILL	22.95
1 NICOR GAS	GAS BILL	77.75
<b>INVOICES TOTAL:</b>		<b>35,097.53</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	30.75
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	164.50
<b>INVOICES TOTAL:</b>		<b>195.25</b>

\*\* Indicates pre-issue check.

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**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBOTT RUBBER CO INC	MATERIALS & SUPPLIES	762.20
1 ZEE MEDICAL SERVICE CO	MEDICAL SUPPLIES	31.09
<b>INVOICES TOTAL:</b>		<b>793.29</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	90.83
<b>INVOICES TOTAL:</b>		<b>90.83</b>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FULLIFE SAFETY CENTER	BOOTS	164.99
<b>INVOICES TOTAL:</b>		<b>164.99</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEX BANK	FUEL PURCHASES	863.69
<b>INVOICES TOTAL:</b>		<b>863.69</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HD SUPPLY WATERWORKS LTD	EQUIPMENT MAINTENANCE SUPPLIES	898.00
<b>INVOICES TOTAL:</b>		<b>898.00</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	410.90
<b>INVOICES TOTAL:</b>		<b>410.90</b>

**547047-IEPA LOAN INTEREST**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ILLINOIS ENVIRONMENTAL	IEPA LOAN PYMT/PROJECT L17-4695	24,629.46
<b>INVOICES TOTAL:</b>		<b>24,629.46</b>

**547048-IEPA LOAN PRINCIPAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 ILLINOIS ENVIRONMENTAL	IEPA LOAN PYMT/PROJECT L17-4695	43,945.56
<b>INVOICES TOTAL:</b>		<b>43,945.56</b>

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TYCO INTEGRATED SECURITY LLC	EQUIPMENT BATTERY REPLACEMENT	43.20

\*\* Indicates pre-issue check.

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1 UNIFIRST CORP	MATS	12.00
1 UNIFIRST CORP	MATS	12.00
		<b>INVOICES TOTAL: 67.20</b>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERI-SHRED INC	PAPER SHREDDING SERVICES	50.00
1 OTIS ELEVATOR CO	ELEVATOR MAINTENANCE	1,049.22
1 ROSCOE CO	MATS	94.44
1 TEMPERATURE ENGINEERING INC	MONTHLY MAINTENANCE AGREEMENT	550.00
		<b>INVOICES TOTAL: 1,743.66</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEX MEDIA	ADVERTISING	102.50
		<b>INVOICES TOTAL: 102.50</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	47.62
1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	98.10
1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - NOV 2014	550.00
1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - DEC 2014	550.00
1 SLYCORD CLEANING SERVICES INC	WINDOW CLEANING SERVICES	85.00
1 TEMPERATURE ENGINEERING INC	HEATER REPAIRS	697.60
1 TEMPERATURE ENGINEERING INC	EXHAUST FAN REPAIRS	298.98
		<b>INVOICES TOTAL: 2,327.30</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTEGRYS ENERGY	ELECTRIC BILL	1,446.03
1 NICOR GAS	GAS BILL	59.89
1 NICOR GAS	GAS BILL	245.23
1 NICOR GAS	GAS BILL	463.18
1 NICOR GAS	GAS BILL	1,284.79
		<b>INVOICES TOTAL: 3,499.12</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STATE INDUSTRIAL PRODUCTS	MAINTENANCE SUPPLIES	214.00
1 STATE INDUSTRIAL PRODUCTS	MAINTENANCE SUPPLIES	124.12
		<b>INVOICES TOTAL: 338.12</b>

**534200-GOLF CART MAINTENANCE MATLS**

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

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1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	188.74
1 NADLER GOLF CAR SALES INC	MISC. CHARGES	2.44
<b>INVOICES TOTAL:</b>		<b>191.18</b>

**534330-PURCHASES - BAGS/HEADCOVERS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIZUNO USA INC - NDC	GOLF BAG	129.64
<b>INVOICES TOTAL:</b>		<b>129.64</b>

**534335-PURCHASES - MISC GOLF MDSE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOOTJOY	MISC. GOLF MERCHANDISE	347.22
<b>INVOICES TOTAL:</b>		<b>347.22</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	DOOR BOTTOM SWEEPS	102.54
<b>INVOICES TOTAL:</b>		<b>102.54</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNITED STATES GOLF ASSOC	ANNUAL MEMBERSHIP DUES	110.00
<b>INVOICES TOTAL:</b>		<b>110.00</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TEMPERATURE ENGINEERING INC	HVAC UNIT FOR GOLF SHOP	12,677.15
<b>INVOICES TOTAL:</b>		<b>12,677.15</b>

**5510-GOLF MAINTENANCE EXPENSES**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 O'LEARY'S CONTRACTORS	EQUIPMENT RENTAL	710.00
1 O'LEARY'S CONTRACTORS	EQUIPMENT RENTAL	131.00
<b>INVOICES TOTAL:</b>		<b>841.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTEGRYS ENERGY	ELECTRIC BILL	724.00
1 NICOR GAS	GAS BILL	29.50
1 NICOR GAS	GAS BILL	82.00
1 NICOR GAS	GAS BILL	232.00
1 NICOR GAS	GAS BILL	429.00
<b>INVOICES TOTAL:</b>		<b>1,496.50</b>

\*\* Indicates pre-issue check.

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**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VALLEY HYDRAULIC SERVICE INC	HOSE REPAIR SUPPLIES	69.76
<b>INVOICES TOTAL:</b>		<b>69.76</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	63.10
<b>INVOICES TOTAL:</b>		<b>63.10</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SAFETY-KLEEN SYSTEMS INC	EQUIPMENT MAINTENANCE SUPPLIES	160.00
<b>INVOICES TOTAL:</b>		<b>160.00</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	228.40
<b>INVOICES TOTAL:</b>		<b>228.40</b>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	174.92
1 TEMPERATURE ENGINEERING INC	MONTHLY MAINTENANCE AGREEMENT	75.00
<b>INVOICES TOTAL:</b>		<b>249.92</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	16.50
1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - NOV 2014	85.00
1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - DEC 2014	85.00
1 SLYCORD CLEANING SERVICES INC	WINDOW CLEANING SERVICES	40.00
<b>INVOICES TOTAL:</b>		<b>226.50</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTEGRYS ENERGY	ELECTRIC BILL	361.50
1 NICOR GAS	GAS BILL	14.50
1 NICOR GAS	GAS BILL	41.00
1 NICOR GAS	GAS BILL	116.00
1 NICOR GAS	GAS BILL	214.00
<b>INVOICES TOTAL:</b>		<b>747.00</b>

\*\* Indicates pre-issue check.

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**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE RENTAL/SHARPENING	17.00
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	53.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	174.91
1 TEMPERATURE ENGINEERING INC	MONTHLY MAINTENANCE AGREEMENT	75.00
<b>INVOICES TOTAL:</b>		<b>319.91</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	16.50
1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - NOV 2014	85.00
1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - DEC 2014	85.00
1 SLYCORD CLEANING SERVICES INC	WINDOW CLEANING SERVICES	40.00
<b>INVOICES TOTAL:</b>		<b>226.50</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTEGRYS ENERGY	ELECTRIC BILL	361.50
1 NICOR GAS	GAS BILL	15.00
1 NICOR GAS	GAS BILL	41.00
1 NICOR GAS	GAS BILL	116.00
1 NICOR GAS	GAS BILL	214.00
<b>INVOICES TOTAL:</b>		<b>747.50</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	56.65
<b>INVOICES TOTAL:</b>		<b>56.65</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	329.53
<b>INVOICES TOTAL:</b>		<b>329.53</b>

**6000-CENTRAL SERVICES EXPENSES**

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	92.40
1 COMCAST	VPN SERVICE	152.35
1 DLS INTERNET SERVICES	INTERNET SERVICES	123.95
1 SEILER INSTRUMENT & MFG CO INC	GIS/GPS SOFTWARE MAINTENANCE	885.00
<b>INVOICES TOTAL:</b>		<b>1,253.70</b>

\*\* Indicates pre-issue check.

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**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRYSTAL MGMT & MAINT SERVICES COR	CARPET CLEANING	1,552.00
1 ORKIN PEST CONTROL	PEST CONTROL SERVICES	80.46
1 ORKIN PEST CONTROL	PEST CONTROL SERVICES	60.63
1 ORKIN PEST CONTROL	PEST CONTROL SERVICES	48.03
1 UNIFIRST CORP	MATS	41.80
1 UNIFIRST CORP	MATS	41.80
<b>INVOICES TOTAL:</b>		<b>1,824.72</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AT&T	TELEPHONE BILL	86.70
1 FIRST COMMUNICATIONS LLC	P.W. TELEPHONE CIRCUIT	343.59
1 VERIZON WIRELESS	WIRELESS SERVICES	600.10
<b>INVOICES TOTAL:</b>		<b>1,030.39</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	129.69
** 1 SAM'S CLUB	FOOD PURCHASE/SUPPLIES	264.43
1 WAREHOUSE DIRECT	BATTERIES	8.31
<b>INVOICES TOTAL:</b>		<b>402.43</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOWN & COUNTRY GARDENS	FLOWERS	90.99
<b>INVOICES TOTAL:</b>		<b>90.99</b>

**6100-VEHICLE REPLACEMENT EXPENSES**

**570180-STREETS VEH REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ATLAS BOBCAT LLC	BRUSH CHIPPER	43,998.40
<b>INVOICES TOTAL:</b>		<b>43,998.40</b>

**7000-POLICE PENSION EXPENDITURES**

**523001-PERSONNEL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE MEDICAL GROUP	MEDICAL EXAM SERVICES	279.00
<b>INVOICES TOTAL:</b>		<b>279.00</b>

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COLLINS & RADJA P.C.	PROFESSIONAL SERVICES	1,137.50

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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1 COLLINS & RADJA P.C.

QTRLY RETAINER/JAN-MAR 2015

725.00

INVOICES TOTAL: **1,862.50**

**GRAND TOTAL:** **891,606.91**

GENERAL FUND	655,990.83
CAPITAL PROJECTS	7,446.00
DEVELOPER DEPOSITS FUND	2,073.00
WATER FUND	40,546.52
SEWER FUND	107,410.53
PARKING FUND	67.20
GOLF FUND	27,330.70
CENTRAL SERVICES FUND	4,602.23
VEHICLE REPLACEMENT FUND	43,998.40
POLICE PENSION FUND	2,141.50
<b>GRAND TOTAL</b>	<b>891,606.91</b>



# Agenda Item Executive Summary

Item Name Amendments to Subdivision Ordinance and Updated Appendices Committee or Board Board

BUDGET IMPACT	
Amount:	n/a
List what fund	Budgeted
EXECUTIVE SUMMARY	
<p>The Bartlett Subdivision and PUD Ordinance provides for security in the form of bonds or letters of credit to guaranty that developers will construction, maintain and pay for public improvements that the developer intends to build. This ordinance and the related appendices have not been updated for 10 years. In that time there have been amendments to the Bond Act and bank practices have changed. The proposed amendments have revised the ordinance and appendices to further protect the Village and update them to comply with new law and practices.</p>	
ATTACHMENTS (PLEASE LIST)	
<p>Ordinance 2015-__ An Ordinance Amending Certain Sections of and Certain Appendices to The Bartlett Subdivision and PUD Ordinance (Title 11 of the Bartlett Municipal Code) Appendix E-1, E-2, E-3, F-1,F-2, F-3, F-4, F-5, F-6, F-7,</p>	

## ACTION REQUESTED

For Discussion Only \_\_\_\_\_  
 Resolution \_\_\_\_\_  
 Ordinance  \_\_\_\_\_  
 Motion:

I move the passage of ordinance 2015 \_\_\_\_, An Ordinance Amending Certain Sections of, and Certain Appendices to The Bartlett Subdivision and PUD Ordinance (Title 11 of the Bartlett Municipal Code).

Staff: Bryan Mraz, Village Attorney Date: January 13, 2015

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

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DAVID W. GULLION  
ASSOCIATE  
DWG@MRAZLAW.COM

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## MEMORANDUM

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

FROM: Bryan E. Mraz

DATE: January 9, 2015

RE: Amendment to Subdivision Ordinance and Approval of Updated Appendices

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The Bartlett Subdivision & PUD Ordinance (the "Subdivision Ordinance") provides for security in the form of surety bonds or letters of credit to guaranty that developers will construct, maintain and fully pay for the public improvements, such as water mains, sanitary sewers, storm sewers and retention basins, streets, street lights, sidewalks, bicycle paths, and parkway trees, that will serve the residential, industrial, or commercial subdivision or Planned Unit Development ("PUD") that the developer intends to build. The Subdivision Ordinance includes approved forms of surety bonds and letters of credit attached as Appendices that have not been updated in 10 years. In that 10 year period, the law concerning the Village's requirements for construction security, most notably the Public Construction Bond Act (the "Bond Act"), has been amended at least twice to allow the developer to select the type of security to be provided, i.e., surety bond, letter of credit, or cash deposit; to restrict the percentage of security that the Village can require; and to limit some of the restrictions the Village can place on surety companies that issue performance bonds and payment bonds. Moreover, with respect to surety bonds, there is recent case law that interprets the Bond Act such that it makes it advisable to require separate performance and payment bonds rather than a combined bond form such as included in the current Subdivision Ordinance, and to include mandatory provisions from the Bond Act into the form of surety bonds.

In addition, more and more larger banks, including out of state banks, that issue letters of credit to secure developer's obligations refuse to issue letters of credit in the Village's prescribed form which spells out the Developer's obligations. Banks now insist on a simplified form of letter of credit, and the laws and international customs which govern

letters of credit now provide that is the better practice. Banks do not want to have to determine whether the owner of property being developed or the developer have completed work in accordance with approved engineering plans in order to honor a draw on the letter of credit by the Village, rather they only want to know the Village is drawing on the letter of credit because the Village has determined and certified by drawing that the developer is in default of some agreement or obligation to which the bank that issued the letter of credit is not a party. Thus, necessitating a new beefed up Public Improvements Completion Agreement and new stripped down forms of standby letters of credit. Moreover, out of state banks try to dictate that the laws of the state in which they are located control, while the Village must insist that the laws of the State of Illinois control and that any litigation take place in Illinois.

While the recent amendments to the Bond Act set forth new statutory requirements for surety companies that issue performance and payment bonds, the Act does not have similar standards regarding banks that issue standards for letters of credit. Before the recession began in 2007, I would estimate that subdivider/developer obligations to the Village were secured by a letter of credit, as opposed to a surety bond, over 85% of the time. Since the recession, development in Bartlett and throughout the country slowed to a standstill. Many large and previously successful developers went bankrupt and even the banks that issued letters of credit to secure developer's obligations, which were once thought to be risk free, failed and defaulted on their obligations to other municipalities. The Village has fairly stringent standards already and has never experienced a bank that issued a letter of credit that failed, and while bank failures are not common, it gives rise to the need to further strengthen the financial requirements for banks issuing letters of credit.

What the Village did experience with the recession was that as a few developers went bankrupt, the bank that issued the original letter of credit then foreclosed its mortgage on the property and then took back the property as builders defaulted on their loans. Now as the economy begins to improve, those same banks are selling those properties off to new developers interested in developing the subdivisions and PUDs that have laid dormant for the last several years, and there is also renewed interest in development of non-distressed properties as well. Hence, the need to amend the Subdivision Ordinance to update the requirements to secure owner and developer obligations to the Village at this time. The enclosed amendments to the Subdivision Ordinance and appendices have been revised to further protect the Village and to update them to comply with the new law and with current bank practices.

Appendices E-1 and E-3 attached to the Ordinance update the checklists for development to tie into the new forms and improve the Hold Harmless Agreement for early earthwork; and Appendices F-1 through F-7 have been redrafted to comply with the requirements of the new laws which govern them, and at the same time further protect the Village to the extent that the law allows. In addition, the Village Engineer and the Public Works Director have suggested other changes regarding storm water modeling (Section One of the attached Ordinance) and to update acceptable curb profiles and lighting fixture standards to provide for LED lighting for the Village (Sections Seven and Eight – Appendix H).

For the foregoing reasons, I, as the Village Attorney, and staff recommend the Board pass the attached Ordinance which amends the Subdivision Ordinance and Appendices.

MOTION

I MOVE THE PASSAGE OF ORDINANCE 2015 - \_\_\_\_\_, AN ORDINANCE AMENDING CERTAIN SECTIONS OF, AND CERTAIN APPENDICES TO, THE BARTLETT SUBDIVISION AND PUD ORDINANCE (TITLE 11 OF THE BARTLETT MUNICIPAL CODE).

ORDINANCE 2015 - \_\_\_\_\_

**AN ORDINANCE AMENDING CERTAIN SECTIONS OF, AND CERTAIN APPENDICES TO, THE BARTLETT SUBDIVISION AND PUD ORDINANCE (TITLE 11 OF THE BARTLETT MUNICIPAL CODE)**

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

**SECTION ONE:** That Title 11, Chapter 8, Section 11-8-9 (Subsection C), and 11-9-9, and Section 11-9-10 (add Subsection E) of the Bartlett Municipal Code (being a provision of the Bartlett Subdivision and PUD Ordinance) is hereby repealed and is amended by adding the following replacement subsection:

11-8-9:C. **Minimum Intensities.** The minimum intensity for the design of storm sewers and inlets shall be a 10 year rainfall intensity with an initial concentration of 20 minutes for the rational method or its equivalent. All storm water management system designs shall be routed through the entire Subdivision/PUD.

**SECTION TWO:** That Title 11, Chapter 9, Section 11-9-3 (Subsections A and F) of the Bartlett Municipal Code (being a provision of the Bartlett Subdivision and PUD Ordinance) are hereby repealed and are amended by adding the following replacement subsections:

11-9-3:A. To guarantee that the Public Improvements will be completed within the Time Limits, fully paid for and properly maintained, the Owner(s) of property to be subdivided (the "Owners") and the Developer of the Subdivision or PUD (the "Developer") (sometimes collectively referred to herein and throughout as the "Subdivider/Developer"), shall file with the Village:

1. A Public Improvements Completion Agreement in the form appended hereto as Appendix F-1; and
2. One of the following forms of guaranty of performance, maintenance and payment (the "Construction Security") in an amount equal to (i) 115% (adjusted per paragraph 4, subsection A, of this Section 11-9-3) of the estimated construction cost of the Public Improvements, as approved by the Village Engineer; or (ii) 110% of the bid amount for the Public Improvements based on executed contracts for all of the Public Improvements on file with the Village Clerk:

- a. A (i) Subdivision Performance Bond in form appended hereto as Appendix F-2; and (ii) a Subdivision Labor and Material Payment Bond in form appended hereto as Appendix F-2, each co-signed by a surety licensed by the Illinois Department of Insurance to issue and execute surety bonds, and which has a financial strength rating ("FSR") of at least A- as rated by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency.
- b. A Standby Letter of Credit (Performance and Payment) issued by a bank or financial institution with assets of at least \$50,000,000, and a capital asset ratio of at least 6%, which is insured by the Federal Deposit Insurance Corporation or otherwise federally insured, and which is governed by Illinois law and is subject to the International Standby Practices 1998 (ISP 98) (International Chamber of Commerce Publication No. 590), in the form appended hereto as Appendix F-4.
- c. Cash Bond subject to the terms of an Irrevocable Cash Deposit Agreement in form appended hereto as Appendix F-5.

Any deviations from the form of the Subdivision Performance Bond, Subdivision Labor and Material Payment Bond, Standby Letter of Credit (Performance and Payment) and/or Irrevocable Cash Deposit Agreement (sometimes collectively or individually referred to as the "Construction Security") must be approved by the Village Attorney and it shall be the Developer/Subdivider's obligation to cause the bank or financial institution from which it intends to furnish a letter of credit, if applicable, to furnish a current financial statement to the Village so that the Village Treasurer is able to determine whether the issuer meets the minimum standards of subsection b. hereof.

3. Cost estimates for all of the Public Improvement Work shall be prepared by the Developer's engineer and submitted to the Village Engineer for approval not less than 30 days prior to a request for execution of a plat by the Village. The Village Engineer shall review the estimates of the cost to install and construct the Public Improvements by the Developer's engineer, and if he determines said estimate is reasonable, he shall so advise the Developer or the Developer's engineer. If he determines the estimates are deficient or otherwise unacceptable, the Village Engineer shall so notify the Developer or the Developer's engineer. The Subdivider/Developer shall submit Construction Security in an amount equal to (a) not less than 115% of the reasonably estimated cost of the Public Improvements approved by the Village Engineer plus such additional amount as may be required under the following paragraph; or (b) for Public Improvements that will take more than one (1) year to

complete, if the Public Improvements have been bid separately from other private improvement work and are under separate contracts from any private improvement work, then the Subdivider/Developer may alternatively elect to submit Construction Security equal to 110% of the bid amount for the Public Improvement work based on copies of executed contracts for all of the Public Improvement work have been provided by the Subdivider/Developer and filed with the Village Clerk.

4. In the event the amount of the Construction Security is based on the Developer's engineer's estimate of the cost of the Public Improvements rather than the bid amount, if the scheduled Completion Date for any of the Public Improvements is more than one (1) year after the date on which any Subdivision Performance Bond and Subdivision Payment Bond (collectively, the "Performance and Payment Bonds"), the Standby Letter of Credit (Performance and Payment) sometimes referred to as the "Performance and Payment Letter of Credit", or the Cash Bond is issued, the amount of such Construction Security shall be increased by 1.25% for each month or fraction thereof by which such scheduled Completion Date exceeds one (1) year to allow for estimated construction cost increases and repairs to partially completed improvements, up to a maximum of 150% of the estimated cost of the Public Improvements approved by the Village Engineer. For example, if parkway and open space restoration is not scheduled for completion until two years and six months after the security deposit is made, the security shall be in an amount equal to 137.5% of the estimated construction cost of parkway and open space restoration and 115% of the estimated construction cost of the other Public Improvements, assuming the other Public Improvements are reasonably estimated to be completed within one (1) year.

11-9-3:F. The Subdivider/Developer may request reduction in the balance of the Construction Security upon completion of each eligible category of Public Improvement. The reduction will be up to 90% of the original estimated amount for each eligible category, but in no event shall any reduction or series of reductions reduce the remaining balance of the Construction Security to less than 150% of the amount certified by the Developer's engineer of record for the Subdivision or PUD, or by another licensed professional engineer familiar with the development, as to the value of the remaining Public Improvement work, as confirmed by the Village Engineer. Also an additional 15% of the original approved estimate of the cost of construction of the Public Improvements shall be retained until the Public Improvements have been accepted by the corporate authorities of the Village and the Maintenance Guaranty as required under Section 11-9-9 has been posted with the Village Clerk. Specific information regarding security reductions is available through the Village Engineer.

**SECTION THREE:** That Title 11, Chapter 9, Section 11-9-4 (Subsections A and B) of the Bartlett Municipal Code (being a provision of the Bartlett Subdivision and PUD Ordinance), are hereby repealed and are amended by adding the following replacement subsections:

11-9-4:A. **Early Earthwork Permit.** An Early Earthwork Permit may be issued by the Village only after all of the items listed in the Early Earthwork checklist have been completed (see Appendix E-1), the Subdivider/Developer has executed a Hold Harmless Agreement for Early Earthworks (See Appendix E-2), and has posted a Cash Bond, performance bond and labor and material payment bond, or a standby letter of credit in form approved by the Village Attorney, and if other than a cash bond, issued by a surety, bank or financial institution meeting the minimum requirements to issue the applicable Construction Security set forth in Subsection a. or b. of Section 11-9-3:A.2, in an amount sufficient to perform said earth work and to completely restore the property to its original condition if the project is not subsequently approved by the Village, and a motion approving the Early Earthwork request has been passed by the corporate authorities.

11-9-4:B. **Site Development Permit.** A Site Development Permit may be issued by the Village only after all of the items listed in the Site Development Permit checklist have been completed (See Appendix E-3), and an ordinance approving the Final Subdivision Plat/PUD Plan has been passed by the corporate authorities.

**SECTION FOUR:** That Title 11, Chapter 9, Section 11-9-9 of the Bartlett Municipal Code (being a provision of the Bartlett Subdivision and PUD Ordinance) is hereby repealed and is hereby amended by adding the following replacement Section:

11-9-9. **Guarantee for Maintenance of Public Improvements.** The Subdivider/ Developer shall post adequate security to guaranty the maintenance of the Public Improvements and every component part of the Public Improvements in an acceptable condition for the Maintenance Period and to guaranty payment for all maintenance work. To guaranty that the Public Improvements will be maintained, and any deficient or damaged Public Improvements discovered during the Maintenance Period are repaired, and to guaranty payments for all labor and/or material in connection with any such maintenance, repair or replacement work discovered and as to which the Village notifies the Developer during the Maintenance Period, the Subdivider/Developer shall file with the Village Clerk one of the following forms of security to guaranty said obligations (the "Maintenance Guaranty") in an amount equal to 15% of the engineer's original estimate of construction cost of the Public Improvements as approved by the Village Engineer, or if applicable, the total bid amount as determined by the amount of the security originally posted with the Village:

1. A Maintenance Bond co-signed by a surety licensed and authorized by the Illinois Department of Insurance to issue and execute surety bonds and which surety company shall have a financial strength rating ("FSR") of at least an A- as rated by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poor's Company, or similar rating agency in the form appended hereto as Appendix F-6.
2. A Standby Letter of Credit (Maintenance) issued by a federally insured financial institution with assets of at least \$50,000,000 and a capital asset ratio of at least 6%, which shall be governed by Illinois law and shall be subject to the International Standby Practices 1998 (ISP 98) (International Chamber of Commerce Publication No. 590), in the form appended hereto as Appendix F-7.
3. Cash bond subject to the terms of an Irrevocable Cash Deposit Agreement in form appended hereto as Appendix F-5.

**SECTION FIVE:** That Title 11, Chapter 9, Section 11-9-10, is hereby amended by adding new Subsection E thereto as follows:

11-9-10:E. In the event the Village notifies the Subdivider/Developer, and in the case of a Maintenance Bond also notifies the Surety, within the Maintenance Period as to any deficient maintenance work or damage or deficiency as to any of the Public Improvements discovered during the Maintenance Period, but the repair, correction or replacement of the deficient or damaged Public Improvement(s) has not been completed within the Maintenance Period, and/or if the Subdivider/Developer fails to furnish to the Village sworn owner's statements, contractor's sworn statements from each general contractor, or if more than one contractor hired by the Owner and/or the Developer, then from each prime contractor and final waivers of lien from all subcontractors and material suppliers that furnished labor and/or material to maintain, correct, repair, or replace any deficient or damaged Public Improvements covering work performed during the Maintenance Period, the Maintenance Period shall be extended for up to two (2) additional six (6) month periods to complete the work and to submit the necessary documentation regarding full payment,.

**SECTION SIX:** That Appendices E, F and G to the Bartlett Subdivision and PUD Ordinance are hereby repealed and are hereby amended by replacing said Appendices with new Appendix E, and the new forms of Subdivision Checklist for Early Earthwork Permit appended hereto as Appendix E-1, Hold Harmless Agreement for Early Earthworks appended hereto as Appendix E-1, Subdivision Checklist for Site Development Permit appended hereto as Appendix E-3, and new Appendix F, and the new forms of the Public Improvement Completion Agreement appended hereto as Appendix F-1, the Subdivision Performance Bond appended hereto as Appendix F-2, the

Subdivision Labor and Material Payment Bond appended hereto as Appendix F-3, the Standby Letter of Credit (Performance and Payment) appended hereto as Appendix F-4, the Irrevocable Cash Deposit Agreement appended hereto as Appendix F-5, the Maintenance Bond appended hereto as Appendix F-6, and the Standby Letter of Credit (Maintenance) appended hereto as Appendix F-7, each of which replacement Appendices are hereby approved, and are hereby expressly incorporated into and shall be attached to the Subdivision and PUD Ordinance

**SECTION SEVEN:** That Appendix H, Standard Details for Public Improvements, Sheet Nos. 36 and 37, are hereby repealed and are hereby amended by replacing them with new Standard Detail No. 36 dated 12-18-2014 entitled "Typical Curb Detail at Storm Structure" appended hereto, which are hereby approved and are expressly incorporated into and shall be attached to the Subdivision and PUD Ordinance.

**SECTION EIGHT:** That Appendix H, Standard Details for Public Improvements, Sheet Nos. 38, 39 and 40, are hereby repealed and is amended by replacing them with new Standard Detail No. 38 dated 12-18-2014 entitled "15 FOOT LIGHTING STANDARD", new Standard Detail No. 39 dated 12-18-2014 entitled "25 FOOT LIGHTING STANDARD TYPE B SINGLE MAST ARM", and new Standard Detail No. 40 dated 12-18-2014 entitled "25 FOOT LIGHTING STANDARD DOUBLE MAST ARM", which are hereby approved and is expressly incorporated into and shall be attached to the Subdivision and PUD Ordinance.

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

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

ATTEST:

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

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2015 - \_\_\_\_\_ enacted on \_\_\_\_\_, 2013, and approved on \_\_\_\_\_, 2015, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles

**VILLAGE OF BARTLETT  
SUBDIVISION CHECKLIST FOR EARLY EARTHWORK PERMIT**

Project Name:	Case #:
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1.  Application for Final Plat of Subdivision Submitted to CD
2.  Letter of Request for Early Earthworks Submitted to CD
3.  Final Plat of Subdivision Approved by VB
4.  Early Earthworks Request Approved by VB
5.  Grading Plan Approval Letter Issued by Village Engineer
6.  Cash Bond, Surety Bond, or Standby Letter of Credit Form sent to Petitioner
7.  Letter of Credit Approved by Village Attorney
8.  Hold Harmless Agreement Form Sent to Petitioner
9.  Hold Harmless Agreement Approved by Village Attorney
10.  Outstanding Bills Paid
11.  Erosion Control/Tree Preservation Fence Permit (if applicable)
12.  Early Earthworks and/or Construction/Sales Trailer App. Completed (Bldg. Dept)

# HOLD HARMLESS AGREEMENT FOR EARLY EARTHWORKS

[ON COMPANY LETTERHEAD]

[Insert Date]

Village of Bartlett  
228 South Main Street  
Bartlett, Illinois 60103

RE: [Insert Name of Subdivision or PUD]

[Insert Name of Petitioner] (the "Petitioner") hereby requests the Village of Bartlett (the "Village") to permit the Petitioner to proceed with early earthwork/rough grading (the "Grading Work") for the [Insert Name of Subdivision or PUD] (the "Subdivision") prior to approval by the Village Board of Trustees (the "Village Board") of the Final Subdivision Plat and/or the Final Planned Unit Development Plan (the "Plan") and/or the execution of the Plat by the Village President, in accordance with the grading plan therefor prepared by [Insert Name of Engineer] dated \_\_\_\_\_, last revised \_\_\_\_\_ (sheets \_\_\_\_\_ of \_\_\_\_\_ sheets), and approved by the Village Engineer (the "Grading Plans") for the Subdivision with the understanding that the granting of such permission by the Village does not in any way relieve Petitioner of its responsibilities to complete the Plan and/or Plat approval process in compliance with the Village ordinances, and that Petitioner is proceeding at its own peril and risk in performing the Grading Work for the Subdivision, and that Petitioner may be ordered to cease such grading work activities even after Petitioner has incurred substantial expenses in connection with the Grading Work, and in the event that the Final Plat or PUD Plan for the Subdivision and/or PUD is not approved by the Village Board and/or signed by the Village President.

Petitioner shall complete the Plat/PUD Plan approval process in accordance with the Village ordinances, including, without limitation the submission of all plans, materials and information requested by the Village staff.

In consideration of the granting of such permission and accommodation, Petitioner acknowledges and agrees that nothing contained in the Early Earthworks Permit, if granted by the Village, authorizes it, or any of its contractors or subcontractors, to install or construct any public or private improvements on or to the Subdivision property. Petitioner, personally and individually, and jointly and severally, agree to defend, indemnify and hold harmless the Village of Bartlett, its Village President, Village Board of Trustees, officers, employees, attorneys, consultants and agents from and against any and all liability arising out of the Grading Work for the Subdivision, including, but not limited to, claims for bodily injuries, death, personal injuries, property damages, mechanic's liens, and for the cost to restore said property its original condition in the event

the Plat is not approved within six (6) months of the date of this Agreement, except for good cause shown, and unless said time period is extended by the Corporate Authorities of the Village in its sole discretion.

In no event will the Petitioner or [insert name of Owner if other than Petitioner] proceed or permit any contractor or subcontractor to proceed with any Grading Work of the Subdivision until there has been deposited with the Village Clerk a Cash Bond, performance bond and labor and material payment bond, or a standby letter of credit in form approved by the Village Attorney, in an amount equal to 150% of the cost to perform the Grading Work and the cost to restore the said property to its original condition, based on estimates therefor submitted by a licensed engineer retained by Petitioner and approved by the Village Engineer.

[Insert name of Petitioner if company]

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

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

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

[Insert name of Petitioner, if individual]

\_\_\_\_\_  
Signature

Personally and individually'

**VILLAGE OF BARTLETT**  
**SUBDIVISION CHECKLIST FOR A SITE DEVELOPMENT PERMIT**

Project Name:	Case #:
---------------	---------

1.  Application for Final Plat of Subdivision Submitted to Com Dev
2.  List of Street Names Submitted to Com Dev for Approval (If Applicable)
3.  Special Service Area **Proposing** Establishment Approved by VB (If Applicable)
4.  Special Service Area **Established** by Village Board (If Applicable)
5.  Final Plat Approved by Village Board (Date: \_\_\_\_\_ )
6.  Addressing of Plat Completed by Community Development
7.  Subdivision Street Signs Paid (Public Works to calculate fees)
8.  Monotony Code Meeting with Building Director (Petitioner to Schedule)
9.  Final Engineering Approval Letter Issued by the Village Engineer
10.  PICA and alternate Construction Security Forms sent to Petitioner (Appendices F-1, F-2, F-3, F-4 and F-5 to the Subdivision Ordinance)
11.  Public Improvement Completion Agreement Approved by Village Board
12.  Construction Security Approved by Village Attorney (Original & 1 Copy)
13.  Engineering Review Fees Paid (1½% of Engineer's Approved Estimate)
14.  Homeowner Assoc. Covenants Approved by Village Attorney (Original & 1 Copy)
15.  5 Sets of Approved Engineering Plans Submitted to Village Engineer
16.  Grading Mylar Submitted to CD (Surface Water Statement, Certified & Sealed)
17.  Pre-Construction Meeting with Village Engineer (Petitioner to Schedule)
18.  Site Development and/or Construction/Sales Trailer App. Completed (Bldg. Dept.)
19.  Building Department Sign-Off Sheet Completed
20.  Subdivision Mylar given to Com Dev to obtain Signatures and Recording

## APPENDIX F

- F-1 PUBLIC IMPROVEMENTS COMPLETION AGREEMENT
- PERFORMANCE AND PAYMENT BONDS
  - F-2 • Subdivision Performance Bond
  - F-3 • Subdivision Labor and Material Payment Bond
- PERFORMANCE AND PAYMENT LETTER OF CREDIT
  - F-4 • Standby Letter of Credit (Performance and Payment)
- CASH BOND
  - F-5 • Irrevocable Cash Deposit Agreement
- F-6 MAINTENANCE BOND
- MAINTENANCE LETTER OF CREDIT
  - F-7 • Standby Letter of Credit (Maintenance)

## PUBLIC IMPROVEMENTS COMPLETION AGREEMENT

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MADE AND ENTERED into \_\_\_\_\_, 20\_\_\_\_, by and among \_\_\_\_\_ (the "Owner"), \_\_\_\_\_ (the "Developer"), and the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois ("the Village").

### RECITALS:

a. The Owner is the owner of the real estate located in the Village legally described on Exhibit A appended hereto and made part hereof (the "Property").

b. The Developer has applied for approval of [a final plat of subdivision of the real estate to be known as \_\_\_\_\_ (the "Subdivision")] or [a final planned unit development plan (the "PUD Plan") for the Property to be known as \_\_\_\_\_ (the "PUD")]. [Delete one]

c. The Owner and the Developer jointly and severally bind and obligate themselves to the obligations of the other as stated herein, but they are, nevertheless, sometimes hereinafter referred to collectively as the "Owner/Developer".

d. The Developer has submitted to the Village for its approval the engineering plans and specifications for the on-site and any off-site public improvements for the subdivision, including, but not limited to, site grading and erosion control, water distribution system, sanitary sewer system, storm water management and storm sewer system, street system, street lights, sidewalks, bicycle paths, driveway approaches, landscaping and tree planting (the "Public Improvements") for the Subdivision [or PUD] prepared by \_\_\_\_\_ dated \_\_\_\_\_ last revised \_\_\_\_\_ (the "Plans") and the Village Engineer has approved the Plans.

[ALTERNATE – STRIKE ONE PARAGRAPH e.]

e. The Developer will act as general contractor to construct and install the Public Improvements and will hire various subcontractors and material suppliers to furnish labor and material in connection with the Public Improvements.

OR [DELETE ONE]

e. The Owner and/or Developer has hired [Insert name of general contractor(s) or construction managers if other than Developer] (the "Contractor") to act as its general contractor to construct and install the Public Improvements.

f. The Village is willing to execute the plat of subdivision or approve the PUD Plan only upon the condition that the Owner and the Developer agree to cause the Public Improvements for such Subdivision or PUD to be installed and completed in a good and

workmanlike manner with materials of good quality in strict accordance with the Plans and the Bartlett Subdivision & PUD Ordinance (the "Subdivision Ordinance"), will be fully paid for, and will be maintained by the Developer for a period of from 15 months to 24 months after their completion as determined by the Village Engineer, and such obligations, and those set forth herein, and/or in the Ordinances of the Village, will be properly secured.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency whereof is expressly acknowledged, it is agreed by and among the parties as follows:

1. The Village agrees to approve the final PUD Plan or cause the final plat of the Subdivision to be executed by its President, attested by its Clerk, signed by the Chairman of its Plan Commission, and, provided the Owner and/or the Developer shall secure all other necessary plat approvals and paid tax bills, recorded by the Recorder of Deeds of the appropriate county.

2. The Owner and the Developer jointly and severally promise and agree: (i) to construct the Public Improvements, or cause them to be constructed, in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and the Subdivision Ordinance and to complete each of the eight categories of construction set forth in paragraph 3 on or before the completion dates therein specified; and (ii) to pay to the Contractor, all prime contractors, subcontractors and material suppliers who furnish labor or material, or both, for the installation and construction of the Public Improvements the full amounts due them for such labor and materials; (iii) to maintain the Public Improvements for the Maintenance Period (between 15 and 24 months as determined by the Village Engineer), after the date certified by the Village Engineer as the date on which the last of the Public Improvements were completed, in strict accordance with the Plans therefor and the Subdivision Ordinance (the "Completion Date"). The Developer's maintenance obligations shall include, but are not limited to: (a) maintaining the Public Improvements, (b) repairing any damage to the Public Improvements caused by the Developer, its agents, servants, employees or its successors and assigns, or by any contractor hired by the Developer, its agents, servants, employees, successors or assigns, or any subcontractor hired by such contractor, (c) repairing or replacing any defective workmanship or materials in the Public Improvements, (d) making good and protecting the Village against the results of any defective workmanship or materials appearing to have been incorporated in any part of the Public Improvements which shall have appeared or been discovered within the Maintenance Period or any extension thereof, and (e) paying for the cost of all such maintenance and/or repair work. In the event that any of the Public Improvements are damaged, the burden shall be on the Developer to show that such damage was not caused by the Developer, its agents, servants, employees, successors or assigns, or by any contractor hired by the Developer, its agents, servants, employees, successors or assigns or any subcontractor hired by such contractor.

3. Completion Dates. The Public Improvements shall be completed in accordance with the following Schedule for each of the following categories:

(i) Site grading, including grading of rights-of-way, detention basins and/or retention ponds, lots and open space areas shall be completed on or before [Insert completion date].

(ii) Underground improvements, including water mains, vaults and valve vaults, sanitary sewer mains and manholes and any required force main, shall be completed on or before [Insert completion date].

(iii) Storm water facilities, including underground items, detention items, wetland/riparian areas and erosion control, shall be completed on or before [Insert completion date].

(iv) Curbs and street base, including "first lift" of pavement shall be completed on or before [Insert completion date]

(v) Street lighting shall be completed on or before [Insert completion date].

(vi) Sidewalks and bicycle paths shall be completed on or before [Insert completion date].

(vii) Parkway and open space restoration (including removal of all material, overburden and soil stock piles, and repairs to catch basins, manholes and other structures located in parkways and open space areas), landscaping, sidewalks and street lights shall be completed on or before [Insert completion date].

(viii) Final street surface ("second lift"), including necessary repairs to street base "first lift", catch basins, manholes and other structures located between curb lines shall be completed on or before [Insert completion date].

4. The Owner and Developer further agree to furnish and cause to be maintained at all times proper construction security to guaranty the completion of, payment for, and maintenance of the Public Improvements, and as security for its obligations hereunder and under the Subdivision Ordinance in the amount of \$\_\_\_\_\_ [insert amount equal to the lesser of (a) 115% of the reasonably estimated cost of the Public Improvements adjusted for Public Improvements scheduled to be completed more than one (1) year after the date of this Agreement by adding 1.25% per month for each month or fraction thereof by which such scheduled completion date, as determined by the latest date set forth in paragraph 3 hereof exceeds one (1) year up to a maximum of 150% of the estimated cost; or (b) 110% of the bid amount for the Public Improvements based upon executed contracts for the installation and construction of all of the Public Improvements on file with the Village Clerk.] Such construction security shall

be in the form of (i) a (1) Subdivision Performance Bond, and (2) a Subdivision Labor and Material Payment Bond, hereinafter sometimes collectively referred to as "Performance and Payment Bonds"; or (ii) a Standby Letter of Credit (Performance and Payment), hereinafter sometimes referred to as a "Performance and Payment Letter of Credit", or (iii) a cash bond held pursuant to an Irrevocable Cash Deposit Agreement, hereinafter sometimes referred to as a "Cash Bond", each in form as set forth in the Subdivision Ordinance, except for such deviations and modifications therefrom as approved by the Village Attorney.

5. The Owner shall furnish an Owner's Sworn Statement(s) and the Developer (or the Contractor and all other prime contractor(s) hired by the Owner to perform the Public Improvement work) shall each furnish to the Village Contractor's Sworn Statement(s), and each shall furnish such final waivers of lien from all subcontractors and material suppliers that furnished labor and/or material for or in connection with the Public Improvements as shall be necessary to insure the Village against mechanic's lien claims under Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) and against claims for lien under the Public Construction Bond Act (30 ILCS 550/1, *et seq.*) (West 2008) (the "Bond Act") on any Subdivision Performance Bond, Subdivision Labor and Material Payment Bond, Maintenance Bond, Standby Letter of Credit (Performance and Payment), Standby Letter of Credit (Maintenance) (hereinafter sometimes referred to as a "Maintenance Letter of Credit"), Irrevocable Cash Deposit Agreement, or other security that the Owner and the Developer, or either of them, has/have caused to be posted with the Village to secure their respective and mutual obligations under this Agreement and under the Subdivision Ordinance.

6. Construction and Maintenance Security.

A. Surety Bonds.

i. The Subdivision Performance Bond and the Subdivision Labor and Material Payment Bond shall be maintained and renewed by the Owner/Developer and shall be held in escrow by the Village until the posting of the Maintenance Bond and satisfaction of the Owner/Developer's other obligations required for acceptance of the Public Improvements by the Corporate Authorities under the Subdivision Ordinance. After the posting of the Maintenance Bond and subsequent acceptance of the Public Improvements by the Corporate Authorities, the Village shall release the Performance and Payment Bond.

ii. Maintenance Bonds. Prior to the acceptance by the Village of the Public Improvements pursuant to this Agreement and the Subdivision Ordinance, the Owner/Developer shall post a Maintenance Bond in the amount of 15% of actual total cost of the Public Improvements based on contracts on file with the Village Clerk, otherwise 15% of the original penal sum on the Subdivision Performance Bond (the "Maintenance Amount") as security for the performance of the Owner's/Developer's maintenance obligations under this Agreement and the Subdivision Ordinance. The Maintenance Bond shall be held by the Village in

escrow until the last to occur of (a) the date that is the end of the Maintenance Period as determined by the Village Engineer, or (b) the date that is one (1) year after the proper correction of any defect or deficiency in the Public Improvements of which defect or deficiency the Village notifies the Developer within the Maintenance Period pursuant to this Agreement and payment of the cost of correction. If the Village is required to draw, make a claim on and/or to bring suit to collect on the Maintenance Bond by reason of the Owner's/Developer's failure to fulfill its maintenance obligations under this Agreement and/or the Subdivision Bond, then the Owner/Developer shall within ten days thereafter cause the Maintenance Bond to be increased to its full original amount.

iii. Form of Surety Bonds. The Subdivision Performance Bond, Subdivision Labor and Material Payment Bond and the Maintenance Bond (sometimes collectively referred to herein as the "Surety Bonds"), shall each be in a form prescribed in the Subdivision Ordinance, except for such deviations and modifications therefrom that are satisfactory to the Village Attorney, and each shall be issued by a surety company licensed by the Illinois Department of Insurance authorizing it to issue and execute surety bonds and the surety company shall have a financial strength rating ("FSR") of at least A- as rated by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poor's Corporation, or similar rating agency. As required under the Public Construction Bond Act (30 ILCS 550/0.01, *et seq.*), each of the Surety Bonds shall be deemed to substantially contain the following provisions whether such provisions whether such provisions are inserted in such bond or not:

(a) "The Principal and Sureties on this Bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the Principal and the State or any political subdivision thereof will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the Principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the contract on account of which this Bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this Bond is given (which in this instance is none), after final settlement between the officers, board, commission or agent of the State or of any political subdivision thereof and the Principal has been made.";

and

(b) "Upon the default of the Principal with respect to undertakings, covenants, terms, conditions, and agreements, the termination of the contractor's right to proceed with the work, and written notice of that default and termination by the State or any political subdivision to the Surety ("Notice"), the Surety shall promptly remedy the default by taking one of the following actions:

(1) "The Surety shall complete the work pursuant to a written takeover agreement, using a completing contractor jointly selected by the Surety and the State or any political subdivision; or

(2) "The Surety shall pay a sum of money to the obligee, up to the penal sum of the bond, that represents the reasonable cost to complete the work that exceeds the unpaid balance of the contract sum.

"The Surety shall respond to the Notice within 15 working days of receipt indicating the course of action that it intends to take or advising that it requires more time to investigate the default and select a course of action. If the Surety requires more than 15 working days to investigate the default and select a course of action or if the surety elects to complete the work with a completing contractor that is not prepared to commence performance within 15 working days after receipt of Notice, and if the State or any political subdivision determines it is in the best interest of the State to maintain the progress of the work, the State or any political subdivision may continue to work until the completing contractor is prepared to commence performance. Unless otherwise agreed to by the procuring agency, in no case may the surety take longer than 30 working days to advise the State or political subdivision on the course of action it intends to take. The Surety shall be liable for reasonable costs incurred by the State or any political subdivision to maintain the progress to the extent the costs exceed the unpaid balance of the contract sum, subject to the penal sum of the bond."

Each Surety Bond shall (a) be construed under the laws of Illinois, (b) provide for exclusive jurisdiction in the circuit courts of Illinois and venue in the Circuit Court for the 18<sup>th</sup> Judicial Circuit of DuPage County, Illinois, and (c) at if any time it will expire within 60 days or any lesser number of days, and if it has not been renewed, or if it has not been replaced by a suitable Surety Bond from a different surety company meeting the minimum requirements set forth in paragraph 4.a.iii., and if any applicable obligation of the Owner/Developer for which it is security remains uncompleted or unsatisfactory to the Village, then the Village may, without notice and without being required to take any further action of any nature whatsoever, make a demand on the Subdivision Performance Bond and file suit on said Bond, and thereafter either hold all damages awarded or proceeds paid as security for the satisfactory completion of the obligations or employ the proceeds to complete the obligations and reimburse the Village for any and all costs and expenses, including without limitation legal fees and administrative costs incurred by the Village, as the Village shall determine, and thereafter use the remaining proceeds, if any, for the payment of subcontractors and/or material suppliers that have furnished labor and/or materials for the Public Improvements that have timely filed and perfected their respective lien rights under Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) (if applicable) and under the Public Construction Bond Act

(30 ILCS 550/et seq.) and that have not collected under the Subdivision Payment Bond. The aggregate amount of the Subdivision Performance Bond and Subdivision Labor and Material Payment bond may only be reduced to reflect a reduction in the total amount of the deposit required pursuant to paragraph 4 of this Agreement to 110% of the bid amount based on executed contracts on file with the Village Clerk. No Surety Bond shall be released until the Public Improvement work is satisfactorily completed and all of the Owner's/Developer's obligations under this Agreement, the Subdivision Ordinance and Ordinance [insert ordinance number and insert title of ordinance approving of the Subdivision] (collectively, the "Village Approvals") have been satisfied, and the corporate authorities of the Village have passed an ordinance accepting the Public Improvements for the Subdivision. Further, none of the Surety Bonds shall be released unless and until the Owner/Developer has presented to the Village Attorney owner's sworn statements, contractors' sworn statements, and final waivers of lien, as may be appropriate, and any additional documentation that the Village Attorney may reasonably request to demonstrate full payment of the Public Improvements and full payment to all contractors, subcontractors, and material suppliers performing such work or furnishing such materials.

iv. Replenishment of Surety Bonds. If at any time the Village determines that the penal sum on each of the Performance and Payment Bonds is not, or may not be, sufficient to pay in full the remaining unpaid cost of all Public Improvements and all unpaid Village fees, or that the funds remaining in the Maintenance Bond are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Public Improvements, then, within ten days after a demand by the Village, the Owner/Developer shall cause the Surety to increase the penal sum of the appropriate Surety Bond(s) to an amount determined by the Village to be sufficient to cover said deficiency and pay the unpaid costs and fees, or shall deposit said sum with the Village pursuant to an Irrevocable Cash Deposit Agreement in form as set forth in the Subdivision Ordinance, otherwise the Village may make demand upon the Principal and the Surety for the penal sum of the applicable Surety Bond(s) and pursue all remedies available to the Village under the applicable Surety Bond(s) and pursue any deficiency from such Owner/Developer.

v. Replacement Surety Bonds. In the event the surety on the Performance and Payment Bonds has issued a notice of expiration of the applicable bond as provided in the underlying Surety Bond, and/or in the event (i) the Owner/Developer has not performed all of its obligations under this Agreement, the Subdivision Ordinance and the other Village Approvals as determined by the Village in its sole discretion prior to the date by which the Village must bring suit on the Performance and Payment Bonds, or either of them to enforce it; and (ii) either (a) the issuer of the Performance and Payment Bond has not issued an extension or retraction of its notice of expiration more than 30 days prior to its expiration date, or (b) the Owner/Developer has not caused another surety company that meets the minimum requirements set forth in paragraph 4.A.iii.

above to issue a replacement surety bond in form as prescribed in the Subdivision Ordinance with such deviations and modifications therefrom that are satisfactory to the Village Attorney within said 30 days prior to its expiration date, the Village may make a demand on the Principal and Surety on the Performance and Payment bond and pursue all of its remedies thereunder. If at any time the Village determines that the Surety is no longer licensed by the Illinois Department of Insurance and authorized to issue and execute sureties in Illinois or its FSR has dropped below an A- on any of the specific rating agencies listed in paragraph 4.A.iii., is insolvent, or is in danger of becoming any of the foregoing, or is otherwise in danger of being unable to honor the appropriate bond obligations at any time during its term, or if the Village otherwise reasonably deems itself to be insecure, then the Village shall have the right to demand that the Owner/Developer provide replacement surety bonds from a surety that meets said requirements and which is satisfactory to the Village. The replacement surety bonds shall be deposited with the Village not later than 30 days after the demand. After deposit of the replacement surety bonds meeting said requirements, the Village shall surrender the original surety bonds to the Surety that issued them.

B. Letters of Credit.

i. The Performance and Payment Letter of Credit shall be maintained and renewed by the Owner/Developer and shall be held in escrow by the Village until the posting of a Maintenance Letter of Credit and satisfaction of the Owner/Developer's other obligations required for acceptance of the Public Improvements by the Corporate Authorities under the Subdivision Ordinance. After the posting of the Maintenance Letter of Credit and subsequent acceptance of the Public Improvements by the Corporate Authorities, the Village shall release the Performance and Payment Letter of Credit.

ii. Maintenance Letter of Credit. Prior to any required acceptance by the Village of the Public Improvements pursuant to this Agreement and the Subdivision Ordinance, the Owner/Developer shall post a new standby letter of credit in the amount of 15% of the actual total cost of the Public Improvements based on contracts on file with the Village Clerk, otherwise 15% of the original amount of the Performance and Payment Letter of Credit as security for the performance of the Owner's/Developer's maintenance obligations under this Agreement and the Subdivision Ordinance (the "Maintenance Letter of Credit"). The Maintenance Letter of Credit shall be held by the Village in escrow until the last to occur of (a) the date that is the end of the Maintenance Period set forth in this Agreement, or (b) the date that is one (1) year after the proper correction of any defect or deficiency in the Public Improvements of which the defect or deficiency the Village notified the Developer within the Maintenance Period and proof of full payment of the cost of correction. If the Village is required to draw on the Maintenance Letter of Credit by reason of the Owner's/Developer's failure to fulfill its obligations under this Agreement, then the Owner/Developer shall within

ten days thereafter cause the Maintenance Letter of Credit to be increased to its full original amount.

iii. Form of Letters of Credit. The Performance and Payment Letter of Credit and the Maintenance Letter of Credit shall be in a form prescribed in the Subdivision Ordinance except for such deviations and modifications therefrom that are satisfactory to the Village Attorney, and each shall be issued from a bank or financial institution (a) acceptable to the Village, (b) having capital assets of at least \$50,000,000 and a capital asset ratio of at least 6%, and (c) insured by the Federal Deposit Insurance Corporation or otherwise federally insured. Each letter of credit (a) shall be irrevocable and shall not be cancelled without the prior consent of the Village, (b) shall not require the consent of the Owner/Developer prior to any draw on it by the Village, (c) shall not allow for any right of set off by the issuer thereof as to any amounts due from the Owner/Developer to the issuer, (d) shall be construed under the laws of Illinois, and (e) if at any time it will expire within 60 days or any lesser number of days, and if it has not been renewed, or if it has not been replaced by a suitable Standby Letter of Credit from a different issuer meeting the minimum requirements set forth in Section 11-9-9:A.3 of the Subdivision Ordinance, and if any applicable obligation of the Owner/Developer for which it is security remains uncompleted or unsatisfactory to the Village, then the Village may, without notice and without being required to take any further action of any nature whatsoever, (i) call and draw down the letter of credit and thereafter either hold all proceeds as security for the satisfactory completion of the obligations or employ the proceeds to complete the obligations and reimburse the Village for any and all costs and expenses, including without limitation legal fees and administrative costs incurred by the Village, as the Village shall determine, and thereafter use the remaining proceeds, if any (ii) for the payment of subcontractors and/or material suppliers that have furnished labor and/or materials for the Public Improvements that have timely filed and perfected their respective lien rights under Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) (if applicable) and under the Public Construction Bond Act (30 ILCS 550/*et seq.*). The aggregate amount of the letter of credit may be reduced only for completed categories of the Public Improvements work as those categories and time schedule are described in subparagraphs (i) through (viii) inclusive of paragraph 3 of this Agreement, but only after joint direction by the Developer and the Village, either to reflect a reduction in the total amount of the deposit required pursuant to paragraph 4 of this Agreement to 110% of the bid amount based on executed contracts on file with the Village Clerk, or to reimburse the Owner/Developer for payment of Public Improvement work satisfactorily completed, but in no event shall any such reduction cause remaining balance of the Performance and Payment Letter of Credit be reduced below 150% of the amount certified by a licensed engineer retained by the Developer as to the value of the remaining work as confirmed by the Village Engineer, and in no event below the Maintenance Amount, and further provided that all work that has been completed for which a reduction is sought has been fully paid for based on said engineer's review of owner's sworn statement(s), general contractor's sworn statement(s) and applicable lien waivers, or have been

paid through a construction escrow established at an Illinois title company, with copies of interim endorsements issued by the title company and supporting documents furnished to the Village. No reduction for payment of Public Improvement work satisfactorily completed shall be allowed, except after presentation by the Owner/Developer to the Village Attorney of proper owner's sworn statements, contractors' sworn statements, partial or final waivers of lien, as may be appropriate, and any additional documentation that the Village Attorney may reasonably request to demonstrate satisfactory completion of the Public Improvement(s) in question and full payment therefor of all contractors, subcontractors, and material suppliers performing such work or furnishing such materials. The Maintenance Letter of Credit shall not be reduced by reason of any cost incurred by the Owner/Developer to satisfy its obligations under this Agreement.

iv. Replenishment of Letters of Credit. If at any time the Village determines that the Performance and Payment Letter of Credit is not, or may not be, sufficient to pay in full the remaining unpaid cost of all Public Improvements and all unpaid Village fees, or that the funds remaining in the Maintenance Letter of Credit are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Public Improvements, then, within ten days after a demand by the Village, the Owner/Developer shall cause the issuer to increase the amount of the appropriate letter of credit to an amount determined by the Village to be sufficient to cover said deficiency and pay the unpaid costs and fees, or shall deposit said sum with the Village pursuant to an Irrevocable Cash Deposit agreement in form as set forth in the Subdivision Ordinance, otherwise the Village may draw down the entire remaining balance of the applicable letters of credit and pursue any deficiency from such Owner/Developer.

v. Replacement Letter of Credit. In the event the issuer of the Performance and Payment Letter of Credit has issued a notice of non-extension, and (i) the Owner/Developer has not performed all of its obligations under this Agreement and the Subdivision Ordinance as determined by the Village in its sole discretion; and (ii) either (a) the issuer of the Performance and Payment Letter of Credit has not issued a retraction of its notice of non-extension more than 30 days prior to its expiration date, or (b) the Owner/Developer has not caused another financial institution that meets the minimum requirements set forth in Section 11-9-9:A.3. of the Subdivision Ordinance to issue a replacement standby letter of credit in form as prescribed in the Subdivision Ordinance with such deviations and modifications therefrom that are satisfactory to the Village Attorney within said 30 days prior to its expiration date, the Village may draw on the Performance and Payment Letter of Credit. If at any time the Village determines that the bank issuing either the Performance and Payment Letter of Credit or the Maintenance Letter of Credit is without capital assets of at least \$50,000,000 and a capital to asset ratio of not less than 6%, is unable to meet any federal or state requirement for reserves, is insolvent, is in danger of becoming any of the foregoing, or is otherwise in danger of being unable to honor the appropriate letter of credit at any time during its term,

or if the Village otherwise reasonably deems itself to be insecure, then the Village shall have the right to demand that the Owner/Developer provide a replacement letter of credit from a bank satisfactory to the Village. The replacement letter of credit shall be deposited with the Village not later than 30 days after the demand. After deposit of the replacement letter of credit meeting said requirements, the Village shall surrender the original letter of credit to the issuer of the original Letter of Credit.

### C. Cash Bonds.

i. A cash bond paid by the Owner/Developer pursuant to an Irrevocable Cash Deposit Agreement shall be held by the Village Treasurer in escrow by the Village to guaranty the Owner's/Developer's obligations under this Agreement, the Subdivision Ordinance, and the Village Approvals, including the Owner's/ Developer's Maintenance Obligations. Upon satisfaction of the Owner's/ Developer's other obligations required for acceptance of the Public Improvements by the Corporate Authorities under the Subdivision Ordinance, the Cash Bond may be reduced to 15% of the actual total cost of the Public Improvements based on contracts on file with the Village Clerk, otherwise 15% of the original Cash Bond amount (the "Maintenance Amount") as security for the performance of the Owner's/Developer's maintenance obligations under this Agreement and the Subdivision Ordinance (the "Maintenance Cash Bond"). The Maintenance Cash Bond shall continue to be held by the Village in escrow until the last to occur of (a) the date that is the end of the Maintenance Period set forth in this Agreement, or (b) the date that is one (1) year after the proper correction of any defect or deficiency in the Public Improvements pursuant to this Agreement and payment of the cost of correction. If the Village is required to draw on the Maintenance Cash Bond by reason of the Owner's/Developer's failure to fulfill its obligations under this Agreement, then the Owner/Developer shall within ten (10) days thereafter cause the Maintenance Cash Bond to be increased to its full original amount. In the event the Owner/Developer has posted a Cash Bond and the Owner and the Developer, or either of them, fails to perform each of their respective or joint or and several obligations under this Agreement, the Subdivision Ordinance and the Village Approvals, or under any of them, the Village shall provide a notice of such default to the Owner/Developer, and the Owner/Developer shall have thirty (30) days (the "Cure Period") to cure any such default. In the event any and all defaults set forth in the notice of default are not cured within the Cure Period, the Village may use the funds held pursuant to the Irrevocable Cash Deposit Agreement to pay for the completion and maintenance of the Public Improvements, and after completion thereof, for the payment of labor and material provided by contractors other than the Developer, subcontractors and material suppliers with respect to the Public Improvements.

ii. Form of Cash Bond. The Cash Bond shall be paid and held pursuant to the terms of the Irrevocable Cash Deposit Agreement shall be in a form

prescribed in the Subdivision Ordinance except for such deviations and modifications therefrom that are satisfactory to the Village Attorney. The Cash Bond (a) shall be irrevocably pledged as security to the Village to secure the Owner's/Developer's joint and several obligations and shall not be cancelled or subject to withdrawal without the prior consent of the Village, (b) shall not require the consent of the Owner/Developer prior to any draw on it by the Village, (c) shall not be subject to claims of any creditor of the Owner/Developer or either of them, or to levy, garnishment or hypothecation. If any applicable obligation of the Owner/Developer for which it is security remains uncompleted or unsatisfactory to the Village, then the Village may, without notice other than the notice of default and without being required to take any further action of any nature whatsoever, (i) draw down the cash bond and use the proceeds as security for the satisfactory completion of the obligations or employ the proceeds to complete the obligations and reimburse the Village for any and all costs and expenses, including without limitation legal fees and administrative costs incurred by the Village, as the Village shall determine, and thereafter use the remaining proceeds, if any (ii) for the payment of contractors other than the Developer, subcontractors and/or material suppliers that have furnished labor and/or materials for the Public Improvements that have timely filed and perfected their respective lien rights under the Public Construction Bond Act (30 ILCS 550/*et seq.*). The aggregate amount of the Cash Bond may be reduced only for completed categories of the Public Improvements work as those categories and time schedule are described in subparagraphs (i) through (viii) inclusive of paragraph 3 of this Agreement, but only after joint direction by the Developer and the Village, either to reflect a reduction in the total amount of the deposit required pursuant to paragraph 4 of this Agreement to 110% of the bid amount based on executed contracts on file with the Village Clerk, or to reimburse the Owner/Developer for payment of Public Improvement work satisfactorily completed, but in no event shall any such reduction cause remaining balance of the Cash Bond be reduced below 150% of the amount certified by a licensed engineer as to the value of the remaining work as confirmed by the Village Engineer, or below the Maintenance Amount, and further provided that all work that has been completed for which a reduction is sought has been fully paid for based on said engineer's review of owner's sworn statements, general contractor's sworn statements and applicable lien waivers, or have been paid through a construction escrow established at an Illinois title company, with interim title endorsements issued by said title company for each draw covering both private improvements and Public Improvements, with copies of documents furnished to the Village. No reduction for payment of Public Improvement work satisfactorily completed shall be allowed, except after presentation by the Owner/Developer to the Village Attorney of proper owner's sworn statements, contractors' sworn statements, partial or final waivers of lien, as may be appropriate, and any additional documentation that the Village Attorney may reasonably request to demonstrate satisfactory completion of the Public Improvement(s) in question and full payment therefor and of all contractors, subcontractors, and material

suppliers of every tier performing such work or furnishing such materials. After acceptance of the Public Improvements by the Corporate Authorities and reduction of the Cash Bond to the Maintenance Amount, the Maintenance Cash Bond shall not be reduced by reason of any cost incurred by the Owner/Developer to satisfy its obligations under this Agreement.

iii. Replenishment of Cash Bond. If at any time the Village determines that the Cash Bond is not, or may not be, sufficient to pay in full the remaining unpaid cost of all Public Improvements and all unpaid Village fees, or that the funds remaining in the Maintenance Cash Bond are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Public Improvements, then, within ten (10) days after a demand by the Village, the Owner/Developer shall deposit additional funds with the Village to increase the amount of the Cash Bond to an amount determined by the Village to be sufficient to cover said deficiency and pay the unpaid costs and fees, otherwise the Village may draw down the entire remaining balance of the Cash Bond and pursue any deficiency from such Owner/Developer.

7. The Owner/Developer shall pay all costs, permit fees, engineering fees, testing fees, consulting fees, attorney's fees, connection fees, and other fees, costs and expenses required to be paid by the Owner and Developer, or either of them, to the Village under this Agreement, any Annexation Agreement, the ordinance approving the underlying subdivision, the Bartlett Municipal Code, and any other ordinance of the Village, or any of them, concerning the development of the Property.

8. The Owner/Developer shall provide, perform and complete properly, and in the manner specified herein and in the Subdivision Ordinance, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information data and other means and items necessary for the construction, installation and completion of the Public Improvements.

9. Owner/Developer shall procure and furnish and pay for all permits, licenses and other governmental approvals and authorizations necessary to construct, install and complete the Public Improvements and all costs incidental thereto.

10. Owner/Developer shall pay all applicable federal, state, county and local taxes, and shall pay prevailing wages, if applicable.

11. The Owner agrees to, and does hereby grant the Village of Bartlett and to the Bartlett Fire Protection District a non-exclusive license to go upon any part of the Property for the purpose of providing police and fire protection and enforcing the Illinois Vehicle Code and the Bartlett Vehicle Code on the streets and other areas of the Subdivision or PUD, except on individual lots conveyed to homeowners.

12. After the "first lift" of the street pavement for streets in the Subdivision/PUD has been placed by the Developer in strict accordance with the approved engineering

plans therefor and the Subdivision Ordinance, the Village agrees to provide regular police protection for homes in the Subdivision/PUD and to provide snowplowing service for the public streets serving such homes, without in any way accepting responsibility for the maintenance of such streets, or any other Public Improvements until the adoption of an ordinance by the Village President and Village Board of Trustees (the "Corporate Authorities") formally accepting such Public Improvements.

13. The streets in the Subdivision/PUD shall remain the property of the Owner/Developer until the adoption of an ordinance by the Corporate Authorities formally accepting such Public Improvements, and title to all underground improvements and other personal property required by the Subdivision Ordinance has been transferred to the Village by appropriate Bill of Sale. The Owner/Developer shall remain responsible for the maintenance of all of the Public Improvements in the Subdivision/PUD, including, but not limited to, any manholes, vaults, curbs or other structures which project above the pavement and which are damaged as the result of the Village's snow-plowing activities, until the expiration of the Maintenance Period and any extension thereof as provided in this Agreement, unless the Maintenance Period and the maintenance security requirement is waived by the Corporate Authorities in its sole and absolute discretion on the recommendation of the Village Engineer, in which event the Owner/Developer shall maintain the Public Improvements until they (or such portion thereof) have been accepted by the Corporate Authorities

14. In the event that it becomes necessary, as determined by the Village Administrator, in her sole discretion, to perform any emergency repair work on the Public Improvements in the Subdivision/PUD to protect the health, welfare and safety of the Public, Village may perform such repairs, and the Owner/ Developer shall reimburse the Village promptly for the costs so incurred.

15. License to Village to Complete Public Improvements. In the event of a default and the election by the Village (and/or the Surety in the case of a Subdivision Performance Bond) to take over and complete the Public Improvements, the Owner, for itself and for its successors in interest and assigns hereby grants a non-exclusive license to the Village (and if applicable to the Surety) and their respective employees, engineers, consultants, contractors, subcontractors, material suppliers, agents and anyone hired by or on behalf of either of them, to complete the Public Improvements (the "Village Designees") in, under, upon, across, through and under the Property, and hereby assigns such right, and interest if any off-site easements or licenses granted to the Owner and the Developer, or either of them, to install or construct any off-site Public Improvements to serve the Subdivision development, to the Village and/or the Surety. In the event of such take over of the Public Improvements, the Village will endeavor to require any contractor it hires to procure liability insurance in similar types, coverages, and amounts as required of the "Contractor" in paragraph 16 of this Agreement.

16. Insurance. The Developer (if it will act as the general contractor), or the Contractor (if the Owner and Developer hire a single general contractor or construction manager), or each prime contractor (if the Owner and Developer hire more than one

contractor to construct and install the Public Improvements), each referred to for purposes of this paragraph as "Contractor", shall obtain and maintain insurance of the types and in the amounts listed as follows:

A. Commercial General and Umbrella Liability Insurance.

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Subdivision development.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Village shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Village. Any insurance or self-insurance maintained by the Village shall be excess of the Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance.

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO CG 00 01.

C. Business Auto and Umbrella Liability Insurance.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance.

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Village has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Contractor waives all rights against the Village and its officers, officials, employees and agents for recovery of damages arising out of or incident to the Contractor's work.

E. General Insurance Provisions.

(i) Evidence of Insurance.

Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to

identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The Village shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

Failure to maintain the required insurance may result in a stop work order at the Village's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Village whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

(ii) Acceptability of Insurers.

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

(iii) Cross-Liability Coverage.

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(iv) Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

(v) Subcontractors.

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type and minimum amount of coverage specified above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

17. In the event the Village Engineer determines, in the Village Engineer's sole and absolute discretion, that the Owner/Developer (i) has failed to timely complete any of the eight categories of construction set forth in paragraph 3 on or before the completion dates therein specified; (ii) has not adequately maintained, any of the Public Improvements, or (iii) the Owner/Developer is otherwise in default under this Agreement, the Subdivision Ordinance or the Village Approvals, the Village may, after ten (10) days' prior written notice to the Owner/Developer (or without written notice in the case of emergency repair work deemed necessary by the Village Administrator), enter on any or all of the Property, for which the Owner has granted to the Village and to the Village's designees, a non-exclusive license pursuant to paragraph 15, and cause to be performed any work and pay any monies to cover the Owner's and/or the Developer's financial obligations hereunder using the funds pursuant to this Agreement drawn from the Construction Security or the Maintenance Security deposited pursuant to this Agreement. The Village shall have the right to demand immediate payment directly from the Owner/Developer, based on costs actually incurred or on the Village's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire costs of the work, including, without limitation, legal fees and administrative expenses. Owner/Developer shall, after demand by the Village, pay the required amount to the Village.

18. Use of Funds in the Event of Breach of Agreement. If the Owner/Developer fails or refuses to complete the Public Improvements in accordance with this Agreement and the agreed-on construction schedule, or fails or refuses to correct any defect or deficiency in the Public Improvements, or fails or refuses to restore property in accordance with a demand from the Village, or in any manner fails or refuses to meet fully any of its obligations under this Agreement and/or the Subdivision Ordinance, then the Village may, in its sole and absolute discretion, draw on and retain all or any of the funds remaining in the Performance and Payment Letter of Credit, the Maintenance Letter of Credit or the Irrevocable Cash Deposit, or demand the surety perform its obligations under the Subdivision Performance Bond, and if necessary, file suit on said bond and retain the monies recovered from the surety under the Subdivision Performance Bond. The Village thereafter shall have the right to exercise its rights under this Agreement and the Subdivision Ordinance to take any other action it deems reasonable and appropriate to mitigate the effects of the failure or refusal by the Owner/Developer and to reimburse itself from the applicable construction security and/or maintenance security for all of its costs and expense, including without limitation legal fees and administrative expenses resulting from or incurred as a result of the Owner's/Developer's failure or refusal to fully meet its obligations under this Agreement and the Subdivision Ordinance. If the funds remaining in the Performance and Payment Bonds, Standby Letter of Credit (Performance and Payment), and/or Cash Bond are insufficient or pay fully the Village for all its costs and expenses to fully pay for the Public Improvements, and to maintain a cash reserve equal to 15% of the original construction security amount during the entire time the Maintenance Letter of Credit, Maintenance Bond or Maintenance Cash Deposit should have been maintained by the Owner/Developer, then the Owner/Developer shall, after demand of the Village, immediately deposit with the Village additional funds as the

Village determines are necessary to fully repay the Village's costs and expenses and to establish the required maintenance cash reserve. Any subcontractor and material supplier of the Developer or Contractor or Subcontractor and/or a material supplier of any tier that provided labor and/or material in connection with the Public Improvements shall be deemed a third party beneficiary under the Subdivision Labor and Material Payment Bond that has perfected its lien rights in accordance with the Mechanic's Lien Act (if applicable) and the Public Construction Bond Act shall be authorized to bring suit thereon in accordance with the applicable statute.

19. Village Lien Rights. If any money, property, or other consideration due from the Owner/Developer to the Village pursuant to this Agreement is not either recovered from the construction security deposits required in paragraph 4 or paid or conveyed to the Village by the Owner/Developer within ten (10) days after a demand for payment or conveyance, then the money, or the Village's reasonable estimate of the value of the property or other consideration, together with interest at the maximum rate permitted by law and costs of collection, including without limitation legal fees and administrative expenses, shall become a lien on the Property, and the Village shall have the right to collect the amount or value, with applicable interest and costs, including without limitation legal fees and administrative expenses, and the right to enforce the lien in the manner provided by law for mortgage foreclosure proceedings. The lien shall be subordinate to the lien of any first mortgage now or hereafter placed on the Property; provided, however, that the lien subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Property pursuant to a judgment of foreclosure, or any other proceeding in lieu of foreclosure, but the sale or transfer shall not relieve the Property from liability for any charges thereafter become due, nor from the lien of any subsequent charge.

20. Hold Harmless. Owner/Developer shall, in the event a claim is made against the Village, its officers, other officials, agents and employees or any of them, or if the Village, its officers, other officials, agents and employees or any of them, is made a party-defendant in any proceeding arising out of, or alleged to arise out of, the construction, installation, payment for, failure to pay for, maintenance and/or repair of the Public Improvements or in connection with this Agreement, including, but not limited to, matters pertaining to the hazardous material and other environmental matters, (except as may be required by provisions 765 ILCS 705/1 and 740 ILCS 35/1 of the Illinois Statute for the negligent acts and omissions of the Village, its officers, other officials, agents and employees or any of them) defend and hold the Village and such officers, other officials, agents and employees harmless from all claims, liabilities, losses, taxes, judgments, costs, fees, including expenses and reasonable attorneys' fees in connection therewith. Any such indemnified person may obtain separate counsel to participate in the defense thereof at his own expense. However, if the Canons of Legal Ethics require such indemnified person to be separately defended where there is no agreement as to a conflict of interest, then Owner/Developer shall bear such expense.

21. Remedies.

A. It is agreed that the parties hereto shall have the following rights and remedies in the event of a breach or default hereunder.

(i) Enforce or compel the performance of this Agreement, at law or in equity by suit, action, mandamus or any other proceedings, including, but not limited to, injunction and/or specific performance.

(ii) Maintain an action to recover any sums which the other party has agreed to pay pursuant to this Agreement and which have become due and remain unpaid for more than 15 days following written notice of delinquency.

(iii) Draw upon any Performance and Payment Letter of Credit, Maintenance Letter of Credit, or Cash Bond, and/or to enforce and compel performance on any Performance and Payment Letter of Credit, Maintenance Letter of Credit if any draw is dishonored, and on any Subdivision Performance Bond, Subdivision Labor and Material Payment Bond and/or Maintenance Bond.

B. Upon a breach of this Agreement, any of the parties, by any action or proceeding at law or in equity, may exercise any remedy available at law or in equity. The remedies of the Village shall include, but not be limited to, the right to stop construction of the development and refuse issuance of further building permits in the event the Village deems the terms of this Agreement to have been violated.

C. In the event the Village chooses to sue in order to enforce the obligations hereunder, Owner/Developer shall pay all costs and expenses incurred by the Village, including, but not limited to, attorneys' fees and costs and expenses incurred by the Village. In addition, if the Owner/Developer do not pay any fees provided for herein, the Village may withhold the issuance of building permits and/or occupancy permits until payment is received, or if the appropriate security is not deposited, withhold approval of plat of subdivision until the appropriate security is delivered. Village may use remedies available to it to collect such fees and charges as are due.

22. Exercise of Home Rule Power. This Agreement is adopted pursuant to the provisions of the Illinois Municipal Code; provided, however, that any limitations in the Illinois Municipal Code in conflict with the provisions of this Agreement shall not be applicable, and as to all such provisions, the Village hereby exercises its home rule powers pursuant to the provisions of Article VII, Section 6 of the Constitution of the State of Illinois.

23. Venue, Illinois law, attorney's fees. The parties agree that this Agreement shall be governed by Illinois law and that the proper venue for the enforcement of this

Agreement shall be the Circuit Court for the 18<sup>th</sup> Judicial Circuit, DuPage County, Illinois. The Developer and the Owner, jointly and severally, agree to reimburse the Village for any reasonable attorney's fees incurred by the Village in enforcing or attempting to enforce the obligations of the Developer and the Owner, or either of them, under this Agreement, regardless of whether a lawsuit is actually filed, within 15 days after the receipt of copies of paid invoices for such attorney's fees.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their heirs, legatees, beneficiaries, successors in interest, assignees, and lessees.

25. Miscellaneous.

A. Notice. Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by the United States certified mail, postage prepaid and return receipt requested, as follows:

To the Village: Village of Bartlett  
228 South Main Street  
Bartlett, IL 60103  
Attention: Valerie L. Salmons, Village Administrator

With a copy to: Bryan E. Mraz  
Bryan E. Mraz & Associates, P.C.  
111 East Irving Park Road  
Roselle, IL 60172

To the Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the Developer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

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B. Severability. If any provision of this Agreement is held invalid by a court of a competent jurisdiction or in the event a court shall determine that the Village does not have the power to perform a disputed provision, the provision shall be deemed to be excised from this Agreement and invalidity shall not affect any of the other provisions contained herein, and the judgment or decree shall relieve the Village from performance under the invalid provision of this Agreement.

**[SIGNATURE PAGE FOLLOWS]**

OWNER: [Insert Name of Legal Owner]

VILLAGE OF BARTLETT

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

Name:  
Title:

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

Village President

Attest:

DEVELOPER: [Insert Name of Developer]

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

Name:  
Title:

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

Attest:

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

**SUBDIVISION  
PERFORMANCE BOND**

---

KNOW ALL PERSONS by these presents that we [insert the name and address of the Developer] as Principal (the "Principal") and [insert name and address of Surety] as Surety (the "Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_, and licensed by the Illinois Department of Insurance to issue and sign surety bonds in the State of Illinois, are held and firmly bound unto the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Village") as Obligee in the full and just sum of:

[insert an amount equal to the lesser of (i) 115% of the reasonably estimated cost of construction of the Public Improvements adjusted for Public Improvements scheduled to be completed after one (1) year per paragraph A below by adding 1.25% per month for each month or fraction thereof beyond one (1) year up to a maximum of 150% of the estimated cost of the Public Improvements approved by the Village Engineer; or (ii) 110% of the bid amount for the Public Improvements based on executed contracts for the construction and installation of the Public Improvements on file with the Village Clerk.]

\_\_\_\_\_ U.S. Dollars (\$\_\_\_\_\_ ) (the "Penal Sum"). For the payment of which sum of money well and truly to be made, Principal and Surety jointly and severally bind themselves and their respective heirs, executors, administrators, legal representatives, successors, and assigns, firmly by these Presents, said amount to include payment of actual costs and damages and for attorney's fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest, and any other fees and expenses resulting from or incurred by reason of Principal's failure to promptly and faithfully perform its contract and other obligations to the Village, said contract and other obligations being more fully described below, and to include attorney's fees, court costs, administration and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of the Surety under this Bond; and

WHEREAS, the Principal and Surety on this Bond agree that all the undertakings, covenants, terms, conditions and agreements of the contractor contracts entered into between the Principal and the Village will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the Principal or with subcontractors, all just claims due them under the provisions of such contracts with the Principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the contract on account of which this Bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this Bond is given (of which there is none), after final settlement between the officer, board, commission or agent of the Village and the Principal has been made; and

WHEREAS, the Principal has asked the Village to approve the final plat of subdivision or final planned unit development ("PUD") plan for certain real property in the Village legally described on Exhibit A (the "Property"); and

WHEREAS, the Village has approved of the development of the Property by the passage of Ordinance 20\_\_ - \_\_\_\_, "An Ordinance [insert full title of ordinance approving final plat of subdivision and/or final PUD plan]", subject to certain conditions (the "Subdivision Approval Ordinance") and pursuant to which the Principal entered a certain Public Improvements Completion Agreement dated \_\_\_\_\_ (the "PICA"), under which the Principal has promised and agreed, among other things, that, in consideration of the approval of [insert name of the subdivision/PUD] [(the "Subdivision") or (the "PUD")] by the Village, the Principal shall cause to be constructed and fully paid for, all of the on-site and any off-site public improvements, including, but not limited to, site grading and erosion control, the water distribution system, sanitary sewer system, storm water management and storm sewer system, street system, street lights, sidewalks, bicycle paths, and landscaping and tree planting (the "Public Improvements") for such Subdivision or PUD in a good and workmanlike manner with materials of good quality in strict accordance with the engineering plans and specifications for the Public Improvements prepared by [insert name of engineer] dated [insert plan date], last revised [insert last revision date] (the "Plans") and the Village Subdivision & PUD Ordinance (the "Subdivision Ordinance"), and to maintain the Public Improvements until they are completed and accepted by the Village corporate authorities and a maintenance bond or other maintenance guaranty has been deposited with the Village in accordance with the Subdivision Ordinance.

The Subdivision Approval Ordinance, the PICA, and the Subdivision Ordinance, and the terms and conditions of each of them, are hereby incorporated herein by this reference as though fully set forth herein and are collectively referred to herein as the "Village Approvals".

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE such that if the Principal shall well, truly, promptly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of said Principal under the Village Approvals, including, but not limited to: (1) cause the Public Improvements to be constructed in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and the Subdivision Ordinance; (2) complete each of the eight phases of construction listed in the following paragraph A on or before the completion dates therein specified (the "Completion Dates"); (3) provide, perform and complete properly and in the manner specified in the Subdivision Ordinance and the PICA, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information data and other means and items necessary for the construction, installation and completion of the Public Improvements; (4) procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith and all costs incidental thereto; (5) pay all applicable federal, state, county and local taxes; (6) cause a maintenance guaranty in the form of (i) a Maintenance Bond, (ii) a Standby Letter of Credit

(Maintenance) or (iii) Maintenance Cash Bond to be deposited with the Village in accordance with the PICA and the Subdivision Ordinance; (7) to do all other things required of the Principal by the Village Approvals, or any of them; and (8) to provide, perform and complete all of the foregoing in full compliance with, and as required by and pursuant to the Village Approvals, or any of them; all of which are herein referred to as the "Principal's Obligations" whether or not any of the work enters into and becomes a component part of the Public Improvements contemplated, then this Obligation shall be null and void; otherwise, it shall remain in full force and effect.

A. Completion Dates. The Public Improvements shall be completed in accordance with the following schedule:

i. Site grading, including grading of rights-of-way, detention basins and/or retention ponds, lots and open space areas shall be completed on or before [insert completion date].

ii. Underground improvements, including water mains, vaults and valve vaults, sanitary sewer mains and manholes and any required force main, shall be completed on or before [insert completion date].

iii. Storm water facilities, including underground items, detention items, wetland/riparian areas and erosion control, shall be completed on or before [insert completion date].

iv. Curbs and street base, including "first lift" of pavement shall be completed on or before [insert completion date].

v. Street lighting shall be completed on or before [insert completion date].

vi. Sidewalks and bicycle paths shall be completed on or before [insert completion date].

vii. Parkway and open space restoration (including removal of all material, overburden and soil stock piles, and repairs to catch basins, manholes and other structures located in parkways and open space areas), and landscaping shall be completed on or before [insert completion].

viii. Final street surface ("second lift"), including necessary repairs to street base "first lift", catch basins, manholes and other structures located between curb lines shall be completed on or before [insert completion date].

B. Surety for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of the Village, the Principal, or either of them to the other in or to the terms of the Village Approvals, or any of them, and/or any other of the Principal's Obligations; in or to the schedules, Plans, drawings, specifications; in or to the method or

manner of performance of the work in connection with the Public Improvements; in or to the manner of the payment therefor; or in or to Village furnished facilities, equipment, service, property or sites shall in any way release the Principal and Surety, or either of them, or any of their respective heirs, executors, administrators, successors, or assigns, or affect the obligations of the Surety on this Bond, all notice of any and all of the foregoing changes, modifications, alterations, deletions, additions, extensions of them, or forbearances being hereby waived by the Surety.

C. Upon the default of the Principal with respect to undertakings, covenants, terms, conditions, and agreements, the termination of the Principal's right to proceed with the work, and written notice of that default and termination by the Village to the Surety ("Notice"), the Surety shall promptly remedy the default by taking one of the following actions:

(1) The Surety shall complete the work pursuant to a written takeover agreement, using a completing contractor jointly selected by the Surety and the Village; or

(2) The Surety shall pay a sum of money to the Village, up to the Penal sum of the Bond, that represents the reasonable cost to complete the work and perform the Principal's Obligations under the Village Approvals.

The Surety shall respond to the Notice within 15 working days of receipt indicating the course of action that it intends to take or advising that it requires more time to investigate the default and select a course of action. If the Surety requires more than 15 working days to investigate the default and select a course of action or if the Surety elects to complete the work with a completing contractor that is not prepared to commence performance within 15 working days after receipt of Notice, and if the Village determines it is in the best interest of the Village to maintain the progress of the work, the Village may continue to work until the completing contractor is prepared to commence performance. Unless otherwise agreed to by the Village, in no case may the Surety take longer than 30 working days to advise the Village on the course of action it intends to take. The Surety shall be liable for reasonable costs incurred by the Village to maintain the progress, subject to the Penal Sum of the Bond.

D. This Bond shall remain in full force and effect until the Public Improvements and the other Principal's Obligations are in fact completed or satisfied, regardless of whether any notice of the Principal's failure to complete the Principal's Obligations, including, without limitation, the Public Improvements has been served on the Principal or the Surety.

E. Any suit under this Performance Bond must be instituted before the expiration of two (2) years from the date on which the last of the Public Improvements described in paragraph A are scheduled for completion; provided, however, that the Surety shall give written notice by certified mail, return receipt requested, deliver to addressee only, to the Village Administrator, the Village Treasurer and the Village Clerk,

of the expiration of such two (2) year period not less than sixty (60) days prior to the expiration of such two (2) year period, otherwise the expiration date shall be extended automatically to the date ninety (90) days after such notice is actually given.

F. The Village shall have no obligation to actually incur any expense or correct any deficient performance of the Principal in order to be entitled to the proceeds on the Bond.

G. No right of action shall accrue under this Bond to or for the use of any person or corporation other than the Village, its successors or legal representatives.

H. This Bond shall be governed by Illinois law and the parties agree that the proper venue for the enforcement of this Bond shall be the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois. The Principal, the Owner and the Surety, jointly and severally, agree to reimburse the Village for its costs and reasonable attorney's fees incurred by the Village in enforcing or attempting to enforce the Principal's Obligations and the Surety, or any of them, under this Bond, regardless of whether a lawsuit is actually filed, within 15 working days after the receipt of copies of paid invoices for such attorney's fees.

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL: [Insert name of Developer]      SURETY: [Insert name of Surety]

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**SUBDIVISION  
LABOR AND MATERIAL PAYMENT BOND**

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KNOW ALL PERSONS by these presents that we [insert the name and address of the Developer] as Principal and [insert name and address of Surety] as Surety (the "Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_, and licensed by the Illinois Department of Insurance to issue and sign surety bonds in the State of Illinois, are held and firmly bound unto the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Village") as Obligee, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of:

[insert an amount equal to (i) 115% of the estimated cost of construction of the Public Improvements adjusted for Public Improvements scheduled to be completed after one (1) year by adding 1.25% for each month or fraction thereof beyond one (1) year up to a maximum of 150% of the estimated cost of the Public Improvements as approved by the Village Engineer; or (ii) 110% of the bid amount for the Public Improvements based on executed contracts for the construction and installation of the Public Improvements on file with the Village Clerk.]

\_\_\_\_\_ U.S. Dollars (\$ \_\_\_\_\_) (the "Penal Sum") to be paid to it, or the claimants or its or their assigns, to which payment well and truly to be made, Principal and Surety jointly and severally bind themselves and their respective heirs, executors, administrators, legal representatives, successors, and assigns, firmly by these Presents, said amount to include attorney's fees, court costs, administration and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of the Surety under this Bond.

WHEREAS, the Principal and Surety on this Bond agree that all the undertakings, covenants, terms, conditions and agreements of the Principal contracts entered into between the Principal and the Village will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the Principal or with subcontractors, all just claims due them under the provisions of such contracts with the Principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the contract on account of which this Bond is given (of which there is none), when such claims are not satisfied out of the contract price of the contract on account of which this Bond is given, after final settlement between the officer, board, commission or agent of the Village and the Principal has been made; and

WHEREAS, the Village has approved of the development of the Property by the passage of Ordinance 20\_\_\_\_-\_\_\_\_\_, "An Ordinance [insert full title of ordinance approving final plat of subdivision and/or final PUD plan]", subject to certain conditions (the "Subdivision Approval Ordinance") and pursuant to which the Principal entered a certain Public Improvements Completion Agreement dated \_\_\_\_\_ (the "PICA"), under which the Principal has promised and agreed, among other things, that, in

consideration of the approval of [insert name of the subdivision/PUD] [(the "Subdivision") or (the "PUD")] by the Village, the Principal shall cause to be constructed and fully paid for, all of the on-site and any off-site public improvements, including, but not limited to, site grading and erosion control, the water distribution system, sanitary sewer system, storm water management and storm sewer system, street system, street lights, sidewalks, bicycle path, landscaping and tree planting (the "Public Improvements") for such Subdivision or PUD in a good and workmanlike manner with materials of good quality in strict accordance with the engineering plans and specifications for the Public Improvements prepared by [insert name of engineer] dated [insert plan date], last revised [insert last revision date] (the "Plans") and the Village Subdivision & PUD Ordinance (the "Subdivision Ordinance"), and to maintain the Public Improvements until they are completed and accepted by the Village corporate authorities and a maintenance bond has been deposited with the Village in accordance with the Subdivision Ordinance.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS such that if Principal shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Principal's Obligations under the Village Approvals (1) to provide, perform, and complete at the Property and in the manner specified in the Village Approvals all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary to the construction, installation, and completion of the Public Improvements required in the Village Approvals; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith; (3) to pay all applicable federal, state, and local taxes; (4) cause a maintenance guaranty in the form of (i) a Maintenance Bond, (ii) a Standby Letter of Credit (Maintenance), or (iii) a Maintenance Cash Bond to be deposited with the Village in accordance with the PICA and the Subdivision Ordinance; (5) to do all other things required of Principal by the Village Approvals, or any of them; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Village Approvals, all of which is herein referred to as the "Work", whether or not any of the Work enters into and becomes a component part of the Public Improvements contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Principal and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, or rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this Bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that the Village shall not be liable for the payment of any costs or expenses of any such suit. The provisions of Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) if applicable, and the Public Construction Bond Act (30 ILCS 550/1, *et seq.*) shall be deemed inserted herein, including, but not limited to, the time limits within which notices of claim for lien must be filed and actions brought under this Bond.

Principal and Surety hereby jointly agree that the Village may sue on this Bond if the Village is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this Bond shall create any duty on the part of the Village to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extension of time, or forbearances on the part of the Village or Principal to the other in or to the terms of the Village Approvals; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Village-furnished facilities, equipment, materials, service, or site; or in or to the mode or manner of payment therefor shall in any way release Principal and Surety or either of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this Bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extension of time, or forbearances and notice of any and all defaults by Principal or of the Village's termination of Principal being hereby waived by Surety.

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL: [Insert name of Developer]

SURETY: [Insert name of Surety]

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

Name:

Title:

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

Name:

Title:

[BANK LETTERHEAD]

**STANDBY LETTER OF CREDIT**

(Performance and Payment)

[Insert date of issuance]

Village of Bartlett  
228 South Main Street  
Bartlett, Illinois, 60103

Issuance. At the request and for the account of [name and address of applicant] ("Applicant"), we [name and address of issuer at place of issuance] ("Issuer") issue this irrevocable standby letter of credit number [reference number] ("Standby") in favor of the Village of Bartlett, 228 South Main Street, Bartlett, Illinois, 60103 ("Beneficiary") in the maximum aggregate amount of USD [insert amount equal to the lesser of (1) 115% of the reasonably estimated cost of construction of the Public Improvements adjusted for Public Improvements scheduled to be completed after one (1) year by adding 1.25% for each month or fraction thereof beyond one (1) year up to a maximum of 150% of the estimated cost of the Public Improvements approved by the Village Engineer, or (ii) 110% of the bid amount for the Public Improvements based on executed contracts for the installation and construction of the Public Improvements on file with the Village Clerk].

Undertaking. Issuer undertakes to Beneficiary to pay Beneficiary's demand for payment for an amount available under this Standby and in the form of Annex A (Payment Demand) or Annex B (Payment Demand after Notice of Non-extension), completed as indicated and presented to Issuer at the following place for presentation: [address of place for presentation], at or before the close of business on the expiration date.

Overdrawing. If a demand exceeds the amount available, but the presentation otherwise complies, Issuer undertakes to pay the amount available.

Expiration. The expiration date of this Standby is [insert specific calendar date set, not less than one year after issuance].

Automatic Extension. The expiration date of this Standby shall be automatically extended for successive one-year periods, unless 60 or more calendar days before the then current expiration date Issuer gives written notice to the Beneficiary that Issuer elects not to extend the expiration date. Issuer's written notice must be sent by registered, certified or express mail or nationally recognized overnight courier to Beneficiary's above-stated address and to the attention of the Village Treasurer, in the Finance Department, or alternatively be received by the Village Administrator, 60 or more calendar days before the then current expiration date. At any time before the next expiration date, Issuer may retract its notice of non-extension by giving Beneficiary a written notice of retraction in the

same manner as giving notice of non-extension, and thereby automatically extend the expiration date. The expiration date is not subject to automatic extension beyond **[insert specific calendar date, not less than three years nor more than five years after issuance date]**, and any pending automatic one-year extension shall be ineffective beyond that date.

Payment. Payment against a complying presentation shall be made within three business days after presentation at the place for presentation or by wire transfer to a dully requested account of Beneficiary.

ISP98. This Standby is issued subject to the International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590).

Illinois Law. This Standby is issued subject to ISP98, and as to matters not covered by ISP98, is governed by the law of the State of Illinois. The State courts located in Illinois shall have exclusive jurisdiction over any action to enforce the Issuer's obligations under this Standby.

Issuer's Charges and Fees. Issuer's charges and fees for issuing, amending, or honoring this Standby are for Applicant's account and shall not be deducted from any payment Issuer makes under this Standby. Issuer undertakes to Beneficiary to pay the charges and fees of any bank nominated in this Standby to advise and confirm this Standby for acting on such nomination.

Communications. Communications other than demands may be made to Issuer in the manner and at the place for presentation and also as follows: **[addresses for mailed, couriered, telephone, telefax, or electronic communications]**. Communications other than for notices of non-extension may be made to Beneficiary at Beneficiary's above-stated address and also as follows: Village of Bartlett, Attention: \_\_\_\_\_, 228 South Main Street, Bartlett, Illinois, 60103, telephone 630-837-0800, telefax 630-837-0155, e-mail <\_\_\_\_\_@vbartlett.org>.

[Issuer's name]

\_\_\_\_\_  
[signature]  
Authorized Signature

Text in [ALL CAPITALS UNDERLINED] to be completed as indicated when the Beneficiary prepares a Payment Demand.

Annex A: Payment Demand

[insert DATE]

[Insert NAME AND ADDRESS OF ISSUER OR OTHER ADDRESSEE AT PLACE OF PRESENTATION AS STATED IN STANDBY]

RE: Standby Letter of Credit No. [REFERENCE NUMBER], dated [DATE] issued by [ISSUER'S NAME] ("Standby")

The undersigned Beneficiary demands payment of USD [Insert AMOUNT] under the Standby.

Beneficiary states that Applicant is obligated to pay to Beneficiary the amount demanded as provided in [the Public Improvements Completion Agreement dated \_\_\_\_\_ between the Applicant and the Beneficiary, the Village of Bartlett Subdivision & PUD Ordinance (as amended) and/or [Insert ORDINANCE NUMBER, TITLE AND DATE OF PASSAGE OF SPECIFIC ORDINANCE(S) THAT GRANTED SUBDIVISION AND/OR ZONING APPROVAL FOR THE APPLICANT'S DEVELOPMENT AND/OR OTHER DOCUMENT THAT IDENTIFIES THE UNDERLYING OBLIGATIONS OF THE APPLICANT TO THE BENEFICIARY]].

Beneficiary requests that payment be made by wire transfer to an account of Beneficiary as follows: [Insert NAME, ADDRESS, AND ROUTING NUMBER OF BENEFICIARY'S BANK, AND NAME AND NUMBER OF BENEFICIARY'S ACCOUNT].

VILLAGE OF BARTLETT  
228 South Main Street  
Bartlett, Illinois, 60103

Valid if signed by any two of the following:

[INSERT ORIGINAL SIGNATURE]  
[INSERT TYPED PRINTED NAME]  
VILLAGE TREASURER

[INSERT ORIGINAL SIGNATURE]  
[INSERT TYPED PRINTED NAME]  
VILLAGE ADMINISTRATOR

[INSERT ORIGINAL SIGNATURE]  
[INSERT TYPED PRINTED NAME]  
VILLAGE PRESIDENT

Text in [ALL CAPITALS UNDERLINED] to be completed as indicated when the Beneficiary prepares a Payment Demand.

Annex B: Payment Demand after Notice of Non-extension

[insert DATE]

[Insert NAME AND ADDRESS OF ISSUER OR OTHER ADDRESSEE AT PLACE OF PRESENTATION AS STATED IN STANDBY]

RE: Standby Letter of Credit No. [REFERENCE NUMBER], dated [DATE] issued by [ISSUER'S NAME] ("Standby")

The undersigned Beneficiary demands payment of USD [Insert AMOUNT] under the Standby.

Beneficiary states that the Standby is set to expire fewer than 60 days from the date hereof because Issuer has given a notice of non-extension of the Standby, no retraction of the non-extension notice or satisfactory replacement standby has been timely received, and the amount demanded is required to secure the obligations of Applicant as provided in the Public Improvements Completion Agreement dated \_\_\_\_\_, the Bartlett Subdivision & PUD Ordinance (as amended), and/or [Insert ORDINANCE NUMBER, TITLE AND DATE OF PASSAGE OF SPECIFIC ORDINANCE(S) THAT GRANTED SUBDIVISION AND/OR ZONING APPROVAL FOR THE APPLICANT'S DEVELOPMENT AND/OR OTHER DOCUMENT THAT IDENTIFIES THE UNDERLYING OBLIGATIONS OF THE APPLICANT TO THE BENEFICIARY].

Beneficiary requests that payment be made by wire transfer to an account of Beneficiary as follows: [Insert NAME, ADDRESS, AND ROUTING NUMBER OF BENEFICIARY'S BANK, AND NAME AND NUMBER OF BENEFICIARY'S ACCOUNT].

VILLAGE OF BARTLETT  
228 South Main Street  
Bartlett, Illinois, 60103

Valid if signed by any two of the following:

[INSERT ORIGINAL SIGNATURE]  
[INSERT TYPED PRINTED NAME]  
VILLAGE TREASURER

[INSERT ORIGINAL SIGNATURE]  
[INSERT TYPED PRINTED NAME]  
VILLAGE ADMINISTRATOR

[INSERT ORIGINAL SIGNATURE]  
[INSERT TYPED PRINTED NAME]  
VILLAGE PRESIDENT

**IRREVOCABLE CASH DEPOSIT AGREEMENT**

DEVELOPER:

BENEFICIARY:

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

Village of Bartlett  
228 South Main Street  
Bartlett, Illinois, 60103  
Attention: Village Clerk

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

OWNER:

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

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Name of Subdivision-Development: \_\_\_\_\_

Property to be Developed: Legally described on Exhibit A (the "Property")

AMOUNT: \_\_\_\_\_

TO: VILLAGE OF BARTLETT, 228 South Main Street, Bartlett, Illinois, 60103

KNOW ALL PERSONS by these presents that we [insert name and address of Developer] (the "Developer"), a corporation or limited liability company [~~strike~~ one or insert other type of legal entity] organized and existing under the laws of the State of \_\_\_\_\_ and [insert name of the legal owner of the Property], a limited liability company organized and existing under the laws of \_\_\_\_\_, or \_\_\_\_\_ as Trustee u/t/a dated \_\_\_\_\_ and known as Trust No. \_\_\_\_\_ [~~strike~~ one or insert other type of ownership entity] (the "Owner"), are jointly and severally held and firmly bound unto the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Village") as Beneficiary in the full and just sum of:

[insert an amount equal to the lesser of (i) 115% of the estimated cost of construction of the Public Improvements adjusted for Public Improvements scheduled to be completed after one (1) year per paragraph A of Part I below by adding 1.25% per month for each month or fraction thereof such completion date exceeds one (1) year up to a maximum of 150% of the estimated cost of the Public Improvements approved by the Village Engineer; or (ii) 110% of the bid amount for the Public Improvements based on executed contracts

for the construction and installation of the Public Improvements on file with the Village Clerk.]

\_\_\_\_\_ U.S. Dollars (\$\_\_\_\_\_) (the "Penal Sum"). For the payment of which sum of money well and truly made, Developer and Owner, sometimes hereinafter collectively referred to as the "Principal", jointly and severally bind themselves, and their respective heirs, executors, administrators, legal representatives, successors, and assigns, firmly by these Presents, said amount to include payment of actual costs and damages and for attorney's fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest, and any other fees and expenses resulting from or incurred by reason of Principal's failure to promptly and faithfully perform its contract and other obligations to the Village, said contract and other obligations being more fully described below, and to include attorney's fees, court costs, administration and other expenses necessarily paid or incurred in successfully enforcing performance of the Principal.

WHEREAS, the Principal has asked the Village to approve the final plat of subdivision or final planned unit development ("PUD") plan for certain real property in the Village legally described on Exhibit A (the "Property"); and

WHEREAS, the Village has approved of the development of the Property by the passage of Ordinance 20\_\_-\_\_\_\_, "An Ordinance [insert full title of ordinance approving final plat of subdivision and/or final PUD plan]", subject to certain conditions (the "Subdivision Approval Ordinance") and pursuant to which the Principal entered a certain Public Improvements Completion Agreement dated \_\_\_\_\_ (the "PICA"), under which the Principal has promised and agreed, among other things, that, in consideration of the approval of [insert name of the subdivision/PUD] [(the "Subdivision") or (the "PUD")] by the Village, the Principal shall cause to be constructed and fully paid for, all of the off-site and any on-site public improvements, including, but not limited to, site grading and erosion control, the water distribution system, sanitary sewer system, storm water management and storm sewer system, street system, street lights, sidewalks, bicycle path, landscaping and tree planting (the "Public Improvements") for such Subdivision or PUD in a good and workmanlike manner with materials of good quality in strict accordance with the engineering plans and specifications for the Public Improvements prepared by [insert name of engineer] dated [insert plan date], last revised [insert last revision date] (the "Plans") and the Village Subdivision & PUD Ordinance (the "Subdivision Ordinance"), and to maintain the Public Improvements until they are completed and accepted by the Village corporate authorities and a maintenance guaranty has been deposited with the Village in accordance with the Subdivision Ordinance; and

WHEREAS, the Subdivision Approval Ordinance, the PICA, and the Subdivision Ordinance, and the terms and conditions of each of them, are hereby incorporated herein by this reference as though fully set forth herein and are collectively referred to herein as the "Village Approvals".

## PART I – CASH PERFORMANCE BOND

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE such that if the Principal shall well, truly, promptly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of said Principal under the Village Approvals, including, but not limited to: (1) cause the Public Improvements to be constructed and maintained in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and the Subdivision Ordinance; (2) complete each of the eight phases of construction listed in the following paragraph A of this Part I on or before the completion dates therein specified (the "Completion Dates"); (3) provide, perform and complete properly and in the manner specified in the PICA and the Subdivision Ordinance and the PICA, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information data and other means and items necessary for the construction, installation and completion of the Public Improvements; (4) procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith and all costs incidental thereto; (5) pay all applicable federal, state, county and local taxes; (6) cause a maintenance guaranty in the form of a separate cash deposit, a Standby Letter of Credit (Maintenance), or a Maintenance Bond to be deposited with the Village, or continue to hold a portion of the cash deposit made hereunder equal to the Maintenance Amount (hereinafter defined) in accordance with the Subdivision Ordinance; (7) to do all other things required of the Principal by the Village Approvals, or any of them; and (8) to provide, perform and complete all of the foregoing in full compliance with, and as required by and pursuant to the Village Approvals, or any of them; all of which are herein referred to as the "Principal's Obligations" whether or not any of the work enters into and becomes a component part of the Public Improvements contemplated, then this Obligation shall be null and void; otherwise, it shall remain in full force and effect.

A. Completion Dates. The Public Improvements shall be completed in accordance with the following schedule:

i. Site grading, including grading of rights-of-way, detention basins and/or and retention ponds, lots open space areas shall be completed on or before [insert completion date].

ii. Underground improvements, including water mains, vaults and valve vaults, sanitary sewer mains and manholes and any required force main, shall be completed on or before [insert completion date].

iii. Storm water facilities, including underground items, detention items, wetland/riparian areas and erosion control, shall be completed on or before [insert completion date].

iv. Curbs and street base, including "first lift" of pavement shall be completed on or before [insert completion date].

v. Street lighting shall be completed on or before [insert completion date].

vi. Sidewalks and bicycle paths shall be completed on or before [insert completion date].

vii. Parkway and open space restoration (including removal of all material, overburden and soil stock piles, and repairs to catch basins, manholes and other structures located in parkways and open space areas), and landscaping shall be completed on or before [insert completion].

viii. Final street surface ("second lift"), including necessary repairs to street base "first lift", catch basins, manholes and other structures located between curb lines shall be completed on or before [insert completion date].

B. Owner for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of the Village, the Developer, or either of them to the other in or to the terms of the Village Approvals, or any of them, and/or any other of the Principal's Obligations; in or to the schedules, Plans, drawings, specifications; in or to the method or manner of performance of the Work in connection with the Public Improvements; in or to the manner of the payment therefor; or in or to Village furnished facilities, equipment, service, property or sites shall in any way release the Developer and the Owner, or either of them, or any of their respective heirs, executors, administrators, successors, or assigns, or affect the obligations of the Owner on this Bond, all notice of any and all of the foregoing changes, modifications, alterations, deletions, additions, extensions of them, or forbearances and notice of any defaults by the Developer being hereby waived by the Owner.

C. Upon the default of the Developer and the Owner, or either of them, with respect to the undertakings, covenants, terms, conditions, agreements, Village Approvals and/or the Principal's Obligations, and written notice of that default by the Village to the Developer and the Owner ("Notice"), the Developer shall promptly remedy the default within the applicable cure period as set forth herein, otherwise, the Village may elect, at its option and in its sole and absolute discretion, to complete the work using a completing contractor selected by the Village and pay from the monies on deposit with the Village for the reasonable cost to complete the work, and perform the Principal's Obligations under the Village Approvals, including the reimbursement to itself, or to pay directly from the monies on deposit pursuant to the terms hereof, the costs of satisfying said Principal's Obligations up to the Penal Sum.

D. This Bond shall remain in full force and effect until the Public Improvements and the other Principal's Obligations are in fact completed, regardless of whether any notice of the Principal's failure to complete the Principal's Obligations, including, without limitation, the Public Improvements has been served on the Developer and the Owner, or either of them, or upon any of their respective successors in interest.

E. In the event of a default under the PICA, or of any of the Principal's Obligations, if said default is not cured within the Cure Period after notice of default has been given, the Village shall have the right to draw down on the Cash Bond and use the funds on deposit to complete the Public Improvements and to hold 15% of the Penal Sum to cover the Principal's maintenance obligations to maintain, repair, correct, and replace any damaged or defective Public Improvements, and to pay for said maintenance, repair and replacement work, and to satisfy any of the Developer's Obligations, without the consent of the Developer, or the Owner.

F. The Village shall have no obligation to actually incur any expense or correct any deficient performance of the Principal in order to be entitled to the proceeds on the Bond.

G. Each of the Developer and the Owner hereby grant to the Village a security interest and first lien upon the funds on deposit with the Village which are hereby pledged to the Village to secure the Principal's Obligations. The monies deposited hereunder shall not be subject to the claims of any creditor of the Developer, the Owner, or either of them, through legal process, bankruptcy, operation of law or otherwise, or be subject to assignment, alienation, other pledge, attachment, execution, or levy, garnishment or hypothecation, except for persons, firms, entities, contractors or subcontractors that furnished labor and/or material in connection with the Public Improvements that have perfected a claim under the Public Construction Bond Act as provided in Part II of this Cash Bond.

H. Maintenance Security. Upon satisfaction of the Owner's/Developer's other obligations required for acceptance of the Public Improvements by the Corporate Authorities under the PICA and the Subdivision Ordinance, the Cash Bond may be reduced to 15% of the actual total cost of the Public Improvements based on contracts on file with the Village Clerk, otherwise reduced to 15% of the Penal Sum (the "Maintenance Amount") as security for the performance of the Owner's/Developer's maintenance obligations under the PICA and the and the Subdivision Ordinance which shall constitute the "Maintenance Cash Bond". The Maintenance Cash Bond shall continue to be held by the Village in escrow until the last to occur of (a) the date that is the end of the Maintenance Period set forth in the PICA, or (b) the date that is one (1) year after the proper correction of any defect or deficiency in the Public Improvements pursuant to the PICA and payment of the cost of correction. If the Village is required to draw on the Maintenance Cash Bond by reason of the Principal's failure to fulfill its obligations under this Agreement, the PICA, the Subdivision Ordinance or the Village Approvals, then the Principal shall within ten (10) days thereafter cause the Maintenance Cash Bond to be increased to its full original amount.

I. Reductions. The aggregate amount of the Cash Bond may be reduced only for completed categories of the Public Improvements work as those categories and time schedule are described in subparagraphs (i) through (viii) inclusive of paragraph A of Part I of this Agreement, but only after joint direction by the Developer and the Village, either to reflect a reduction in the total amount of the deposit required to 110% of the bid amount based on executed contracts on file with the Village Clerk, or to reimburse the

Owner/Developer for payment of Public Improvement work satisfactorily completed, but in no event shall any such reduction for work completed cause the remaining balance of the Cash Bond to be reduced below 150% of the amount certified by a licensed engineer retained by the Developer as to the value of the remaining work, and as confirmed by the Village Engineer, nor reduced below the Maintenance Amount, and further provided that all Public Improvements have been completed for which a reduction is sought has been fully paid for as evidenced by owner's sworn statements, general contractor's sworn statements and applicable lien waivers furnished to the Village. No reduction of the Cash Bond shall be allowed until the Village Attorney has approved of owner's sworn statement(s), contractor's sworn statements, partial or final waivers of lien, as may be appropriate, and any additional documentation that the Village Attorney may reasonably request to demonstrate satisfactory completion of the Public Improvement(s) in question and full payment therefor of all contactors, subcontractors, and material suppliers of every tier performing such work or furnishing such materials. After acceptance of the Public Improvements by the Corporate Authorities and reduction of the Cash Bond to the Maintenance Amount (hereinafter defined), said Maintenance Cash Bond shall not be reduced by reason of any cost incurred by the Principal to satisfy its obligations under this Agreement, and shall not be released until the Maintenance Period and any extension thereof for repair and/or replacement work, has expired, and the Developer and Owner have furnished sworn statements and lien waivers evidencing that all maintenance, repair and replacement work during the Maintenance Period and extension thereof, if any, has been fully paid.

J. Replenishment of Cash Bond. If at any time the Village determines that the Cash Bond is not, or may not be, sufficient to pay in full the remaining unpaid cost of all Public Improvements and all unpaid Village fees, or that the funds remaining in the Maintenance Cash Bond are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Public Improvements, then, within ten (10) days after a demand by the Village, the Principal shall deposit additional funds with the Village to increase the amount of the Cash Bond to an amount determined by the Village to be sufficient to cover said deficiency and pay the unpaid costs and fees, otherwise the Village may draw down the entire remaining balance of the Cash Bond and pursue any deficiency from the Developer and the Owner, or either of them.

K. In the event the Developer and the Owner, or either of them, fails to perform each of their respective or joint and several obligations under this Agreement, the PICA, the Subdivision Ordinance and the Village Approvals, or under any of them, the Village shall provide a notice of such default to the Developer and the Owner, and the Developer and the Owner shall have thirty (30) days (the "Cure Period") to cure any such default. In the event any and all defaults set forth in the notice of default are not cured within the Cure Period, the Village may use the funds held pursuant to the Irrevocable Cash Deposit Agreement to pay for the completion and maintenance of the Public Improvements, and after completion thereof, for the payment of labor and material provided by subcontractors and material suppliers with respect to the Public Improvements, as provided in Part II of this Agreement.

L. This Cash Bond shall be governed by Illinois law and the parties agree that the proper venue for the enforcement of this Cash Bond shall be the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois. The Developer and the Owner, jointly and severally, agree to reimburse the Village for its costs and reasonable attorney's fees incurred by the Village in enforcing or attempting to enforce the Principal's Obligations, or any of them, under this Cash Bond, regardless of whether a lawsuit is actually filed, within thirty (30) days after the receipt of copies of paid invoices for such costs and attorney's fees.

## PART II – LABOR AND MATERIAL CASH PAYMENT BOND

WHEREAS, the Principal agrees that all the undertakings, covenants, terms, conditions and agreements entered into between the Principal and the Village will be performed and fulfilled, and to pay all persons, firms and corporations having contracts with the Principal or with subcontractors, all just claims due them under the provisions of such contracts with the Principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the contract on account of which this Cash Bond is given, when such claims are not satisfied out of the contract price of the contract, on account of which this Cash Bond is given (which in this instance is none), after final settlement between the officer, board, commission or agent of the Village and the Principal has been made; and

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS such that if Principal shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Developer's and/or for the Owner's Obligations under the Village Approvals (1) to provide, perform, and complete the on-site and off-site Public Improvements and in the manner specified in the Village Approvals all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary to the construction, installation, and completion of the Public Improvements required in the Village Approvals; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith; (3) to pay all applicable federal, state, and local taxes; (4) to do all other things required of Principal by the PICA, the Subdivision Ordinance, and/or the Village Approvals; and (5) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the PICA, the Subdivision Ordinance and/or the other Village Approvals, all of which is herein referred to as the "Work", whether or not any of the Work enters into and becomes a component part of the Public Improvements contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

A. Developer and Owner hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, or rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this Cash Bond for the use of such claimant, may prosecute the suit to final judgment for such sum

or sums as may be justly due such claimant, and may have execution therein; provided, however, that the Village shall not be liable for the payment of any costs or expenses of any such suit. The provisions of Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) if applicable, and the Public Construction Bond Act (30 ILCS 550/1, *et seq.*) shall be deemed inserted herein, including, but not limited to, the time limits within which notices of claim for lien must be filed and actions brought under this Bond.

B. Developer and Owner hereby jointly agree that the Village may sue on this Cash Bond if the Village is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this Bond shall create any duty on the part of the Village to pay any claimant.

C. Principal, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extension of time, or forbearances on the part of the Village or Principal to the other in or to the terms of the Village Approvals; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Village-furnished facilities, equipment, materials, service, or site; or in or to the mode or manner of payment therefor shall in any way release Principal, or its heirs, executors, administrators, successors, or assigns, or affect the obligations of Principal on this Cash Bond, all formal notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extension of time, or forbearances being hereby waived by the Principal.

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

DEVELOPER: [Insert name of Developer]

OWNER: [Insert name of Surety]

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

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

Name:  
Title:

Name:  
Title:

## MAINTENANCE BOND

---

KNOW ALL PERSONS BY THESE PRESENTS, that we (**insert** the name and address of the Developer) as Principal (the "Principal") and (**insert** name and address of Surety) as Surety (the "Surety") are held and firmly bound unto the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Village") as Obligee in the amount of

[**insert** amount of Bond equal to (i) 15%, of the actual cost of the Public Improvements based on contracts on file with the Village Clerk, otherwise (ii) 15% of the original amount of the Subdivision Performance Bond]

\_\_\_\_\_ U.S. Dollars (\$\_\_\_\_\_) (the "Penal Sum") for the payment whereof the Principal and the Surety jointly and severally bind themselves and their respective heirs, successors, assigns and legal representatives firmly by these Presents.

WHEREAS, the Principal has heretofore deposited with the Village (i) a Subdivision Performance Bond and a Subdivision Labor and Material Payment Bond, (ii) Standby Letter of Credit (Performance and Payment), or (iii) a Cash Bond, to guaranty the completion of, payment for and maintenance of the Public Improvements for the Subdivision or PUD known as [**insert** name of Subdivision or PUD] (the "Subdivision"), including but not limited to, site grading and erosion control, the water distribution system, sanitary sewer system, storm water management and storm sewer system, street system, street lights, sidewalks, bicycle paths, driveway approaches, landscaping and tree planting (the "Public Improvements"); and

WHEREAS, the Public Improvements were completed on [**insert** completion date as determined by the Village Engineer (the "Completion Date") and the Principal has requested the Village to release the Subdivision Performance Bond and the Subdivision Labor and Material Payment Bond, the Standby Letter of Credit (Performance and Payment), or the Cash Bond; and

WHEREAS, the Village is willing to release the Subdivision Performance Bond and the Subdivision Labor and Material Payment Bond, the Standby Letter of Credit (Performance and Payment), or the Cash Bond only if it is replaced by a Maintenance Bond in the penal sum above set forth to guaranty performance of the Principal's maintenance obligations set forth in the Public Improvements Completion Agreement dated [**insert** date] between the Principal and the Village, the Village of Bartlett Subdivision and PUD Ordinance (the "Subdivision Ordinance"), and the Ordinance adopted by the Corporate Authorities of the Village accepting the Subdivision;

NOW, THEREFORE, if the Principal shall for and within the period of \_\_\_\_\_ months [**insert** Maintenance Period determined by the Village Engineer, between 15 months and 24 months] from and after the Completion Date well and truly: (1) maintain the Public Improvements, (2) repair any damage to the Public Improvements caused by

the Principal, its agents, servants, employees or its successors and assigns, or by any contractor hired by the Principal, its agents, servants, employees, successors or assigns, or any subcontractor hired by such contractor, (3) repair and/or replace any defective workmanship or material in the Public Improvements, and (4) make good and protect the Village against the results of any defective workmanship or materials appearing to have been incorporated in any part of the Public Improvements which shall have appeared or been discovered within \_\_\_\_\_ months [insert Maintenance Period determined by the Village Engineer, between 15 months and 24 months] after the Completion Date (the "Maintenance Period"), and (5) pay all maintenance, repair and/or replacement costs in connection with its obligations under provisions (1) through (4) inclusive of this paragraph and provide sufficient evidence of said payment, including furnishing sworn owner's statements, sworn contractor statements dated on or after the last day of the Maintenance Period from each prime contractor(s) with whom the Principal contracted to perform said work and final waivers of lien from all persons and entities that furnished labor and/or material in connection with any maintenance, repair and/or replacement work; then this obligation shall be null and void; otherwise, to remain in full force and effect.

For purposes of this Maintenance Bond, the Principal and the Surety agree that in the event that any Public Improvements are damaged, the burden shall be on the Principal to show that such damage was not caused by the Principal, its agents, servants, employees, successors or assigns or by any contractor hired by the Principal, its agents, servants, employees, successors or assigns, or any subcontractor hired by such contractor.

Any suit under this Bond must be instituted before the expiration of three (3) years after the Completion Date; provided, however, that the Surety shall give written notice by certified mail, return receipt requested, deliver to addressee only, to the Village Administrator, the Village Treasurer and the Village Clerk, of the expiration of such two year period not less than 60 days prior to the expiration of such three year period or the expiration date shall be extended automatically to the date 90 days after such notice is actually given.

No right of action shall accrue under this Bond to or for the use of any person or corporation other than the Village, its successors or legal representatives.

The Principal and the Surety, jointly and severally, agree to reimburse the Village for any reasonable attorney's fees incurred by the Village in enforcing or attempting to enforce the obligations of the Principal and the Surety, or any of them, under this Bond, regardless of whether a lawsuit is actually filed.

SIGNED, SEALED AND DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Insert appropriate signature and attestation format,  
including officer titles and corporate seal.)

[BANK LETTERHEAD]

**STANDBY LETTER OF CREDIT**

(Maintenance)

[Insert date of issuance]

Village of Bartlett  
228 South Main Street  
Bartlett, Illinois, 60103

RE: [Insert Name of Applicant's Development]

Issuance. At the request and for the account of [name and address of applicant] ("Applicant"), we [name and address of issuer at place of issuance] ("Issuer") issue this irrevocable standby letter of credit number [reference number] ("Standby") in favor of the Village of Bartlett, 228 South Main Street, Bartlett, Illinois, 60103 ("Beneficiary") in the maximum aggregate amount of USD [insert amount equal to the lesser of (i) 15% of the actual cost of the Public Improvements based on contracts on file with the Village Clerk, otherwise (ii) 15% of the original amount of the Standby Letter of Credit (Performance and Payment)].

Undertaking. Issuer undertakes to Beneficiary to pay Beneficiary's demand for payment for an amount available under this Standby and in the form of Annex A (Payment Demand) or Annex B (Payment Demand after Notice of Non-Extension), completed as indicated and presented to Issuer at the following place for presentation: [address of place for presentation], at or before the close of business on the expiration date.

Overdrawing. If a demand exceeds the amount available, but the presentation otherwise complies, Issuer undertakes to pay the amount available.

Expiration. The expiration date of this Standby is [insert specific calendar date set, not less than 15 months nor more than 24 months as determined by the Village Engineer].

Automatic Extension. The expiration date of this Standby shall be automatically extended for successive six (6) month periods, unless 60 or more calendar days before the then current expiration date Issuer gives written notice to the Beneficiary that Issuer elects not to extend the expiration date. Issuer's written notice must be sent by registered, certified or express mail or nationally recognized overnight courier to Beneficiary's above-stated address and to the attention of the Village Treasurer, in the Finance Department, or alternatively be received by the Village Administrator, 60 or more calendar days before the then current expiration date. At any time before the next expiration date, Issuer may retract its notice of non-extension by giving Beneficiary a written notice of retraction in the

same manner as giving notice of non-extension, and thereby automatically extend the expiration date. The expiration date is not subject to automatic extension beyond **[insert specific calendar date, not more than three years after issuance date]**, and any pending automatic six (6) month extension shall be ineffective beyond that date.

Payment. Payment against a complying presentation shall be made within three business days after presentation at the place for presentation or by wire transfer to a dully requested account of Beneficiary.

ISP98. This Standby is issued subject to the International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590).

Illinois Law. This Standby is issued subject to ISP98, and as to matters not covered by ISP98, is governed by the law of the State of Illinois. The State courts located in Illinois shall have exclusive jurisdiction over any action to enforce the Issuer's obligations under this Standby.

Issuer's Charges and Fees. Issuer's charges and fees for issuing, amending, or honoring this Standby are for Applicant's account and shall not be deducted from any payment Issuer makes under this Standby. Issuer undertakes to Beneficiary to pay the charges and fees of any bank nominated in this Standby to advise and confirm this Standby for acting on such nomination.

Communications. Communications other than demands may be made to Issuer in the manner and at the place for presentation and also as follows: **[addresses for mailed, couriered, telephone, telefax, or electronic communications]**. Communications other than for notices of non-extension may be made to Beneficiary at Beneficiary's above-stated address and also as follows: Village of Bartlett, Attention: \_\_\_\_\_, 228 South Main Street, Bartlett, Illinois, 60103, telephone 630-837-0800, telefax 630-837-0155, e-mail <\_\_\_\_\_@vbartlett.org>.

[Issuer's name]

\_\_\_\_\_  
[signature]  
Authorized Signature

Text in [ALL CAPITALS UNDERLINED] to be completed as indicated when the Beneficiary prepares a Payment Demand.

Annex A: Payment Demand

[insert DATE]

[Insert NAME AND ADDRESS OF ISSUER OR OTHER ADDRESSEE AT PLACE OF PRESENTATION AS STATED IN STANDBY]

RE: Standby Letter of Credit No. [REFERENCE NUMBER], dated [DATE] issued by [ISSUER'S NAME] ("Standby")

The undersigned Beneficiary demands payment of USD [Insert AMOUNT] under the Standby.

Beneficiary states that Applicant is obligated to pay to Beneficiary the amount demanded as provided in [the Public Improvements Completion Agreement dated \_\_\_\_\_ between the Applicant and the Beneficiary, the Village of Bartlett Subdivision & PUD Ordinance (as amended) and/or [Insert ORDINANCE NUMBER, TITLE AND DATE OF PASSAGE OF SPECIFIC ORDINANCE(S) THAT ACCEPTED THE PUBLIC IMPROVEMENTS FOR THE APPLICANT'S DEVELOPMENT]].

Beneficiary requests that payment be made by wire transfer to an account of Beneficiary as follows: [Insert NAME, ADDRESS, AND ROUTING NUMBER OF BENEFICIARY'S BANK, AND NAME AND NUMBER OF BENEFICIARY'S ACCOUNT].

VILLAGE OF BARTLETT  
228 South Main Street  
Bartlett, Illinois, 60103

Valid if signed by any two of the following:

[INSERT ORIGINAL SIGNATURE]  
[INSERT TYPED PRINTED NAME]  
VILLAGE TREASURER

[INSERT ORIGINAL SIGNATURE]  
[INSERT TYPED PRINTED NAME]  
VILLAGE ADMINISTRATOR

[INSERT ORIGINAL SIGNATURE]  
[INSERT TYPED PRINTED NAME]  
VILLAGE PRESIDENT

Text in [ALL CAPITALS UNDERLINED] to be completed as indicated when the Beneficiary prepares a Payment Demand.

Annex B: Payment Demand after Notice of Non-extension

[insert DATE]

[Insert NAME AND ADDRESS OF ISSUER OR OTHER ADDRESSEE AT PLACE OF PRESENTATION AS STATED IN STANDBY]

RE: Standby Letter of Credit No. [REFERENCE NUMBER], dated [DATE] issued by [ISSUER'S NAME] ("Standby")

The undersigned Beneficiary demands payment of USD [Insert AMOUNT] under the Standby.

Beneficiary states that the Standby is set to expire fewer than 60 days from the date hereof because Issuer has given a notice of non-extension of the Standby, no retraction of the non-extension notice or satisfactory replacement standby has been timely received, and the amount demanded is required to secure the obligations of Applicant as provided in the Public Improvements Completion Agreement dated \_\_\_\_\_, the Bartlett Subdivision & PUD Ordinance (as amended), and/or [Insert ORDINANCE NUMBER, TITLE AND DATE OF PASSAGE OF SPECIFIC ORDINANCE THAT ACCEPTED THE PUBLIC IMPROVEMENTS FOR THE APPLICANT'S DEVELOPMENT].

Beneficiary requests that payment be made by wire transfer to an account of Beneficiary as follows: [Insert NAME, ADDRESS, AND ROUTING NUMBER OF BENEFICIARY'S BANK, AND NAME AND NUMBER OF BENEFICIARY'S ACCOUNT].

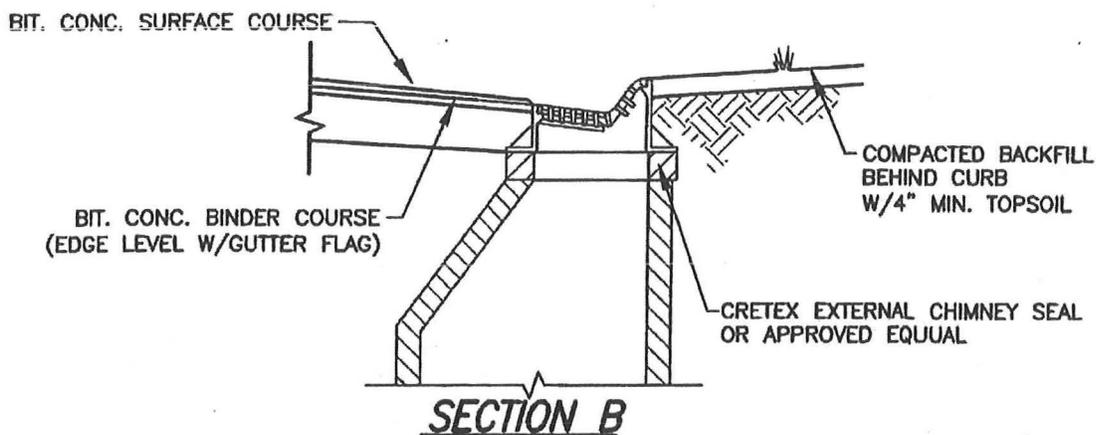
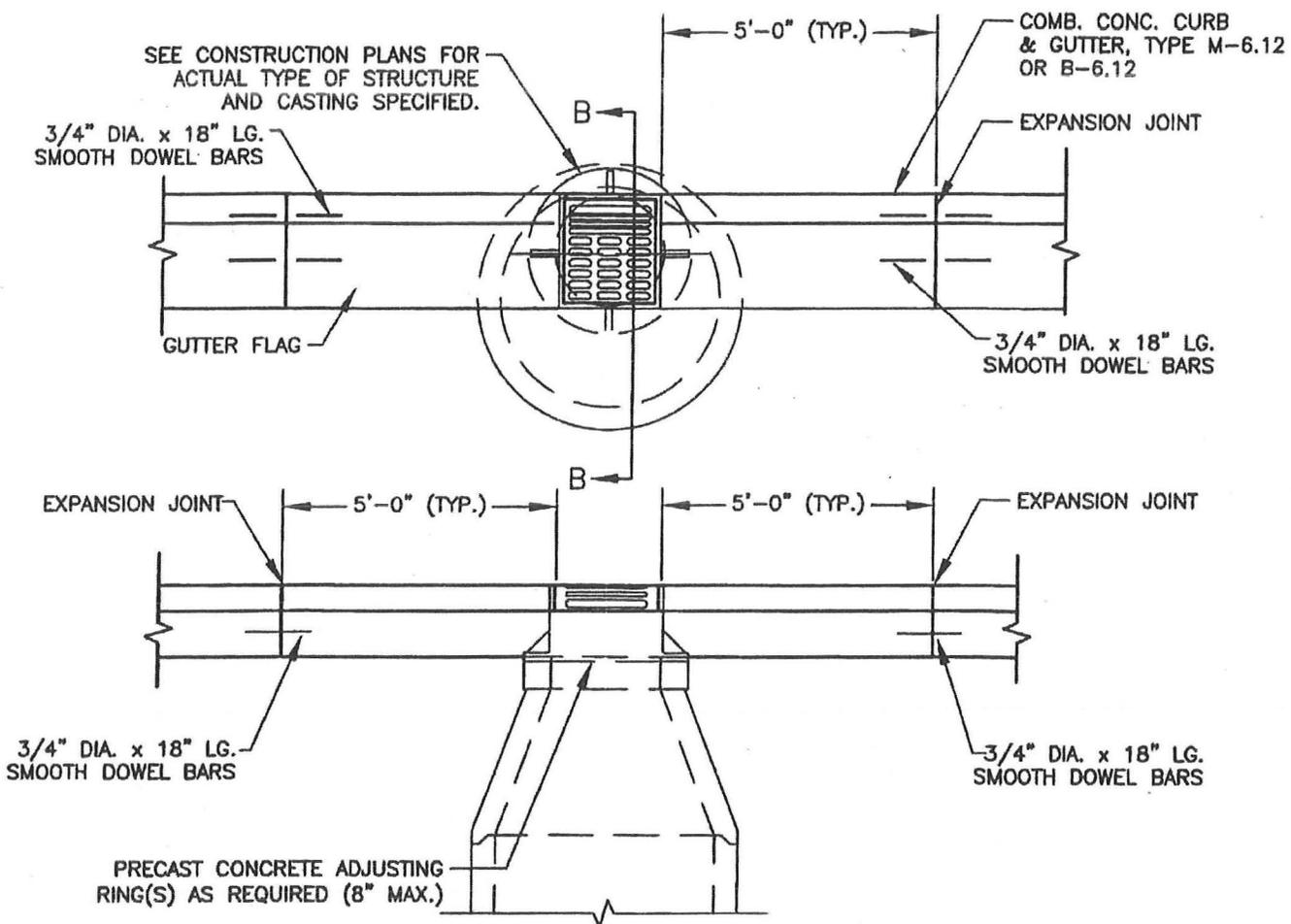
VILLAGE OF BARTLETT  
228 South Main Street  
Bartlett, Illinois, 60103

Valid if signed by any two of the following:

[INSERT ORIGINAL SIGNATURE]  
[INSERT TYPED PRINTED NAME]  
VILLAGE TREASURER

[INSERT ORIGINAL SIGNATURE]  
[INSERT TYPED PRINTED NAME]  
VILLAGE ADMINISTRATOR

[INSERT ORIGINAL SIGNATURE]  
[INSERT TYPED PRINTED NAME]  
VILLAGE PRESIDENT

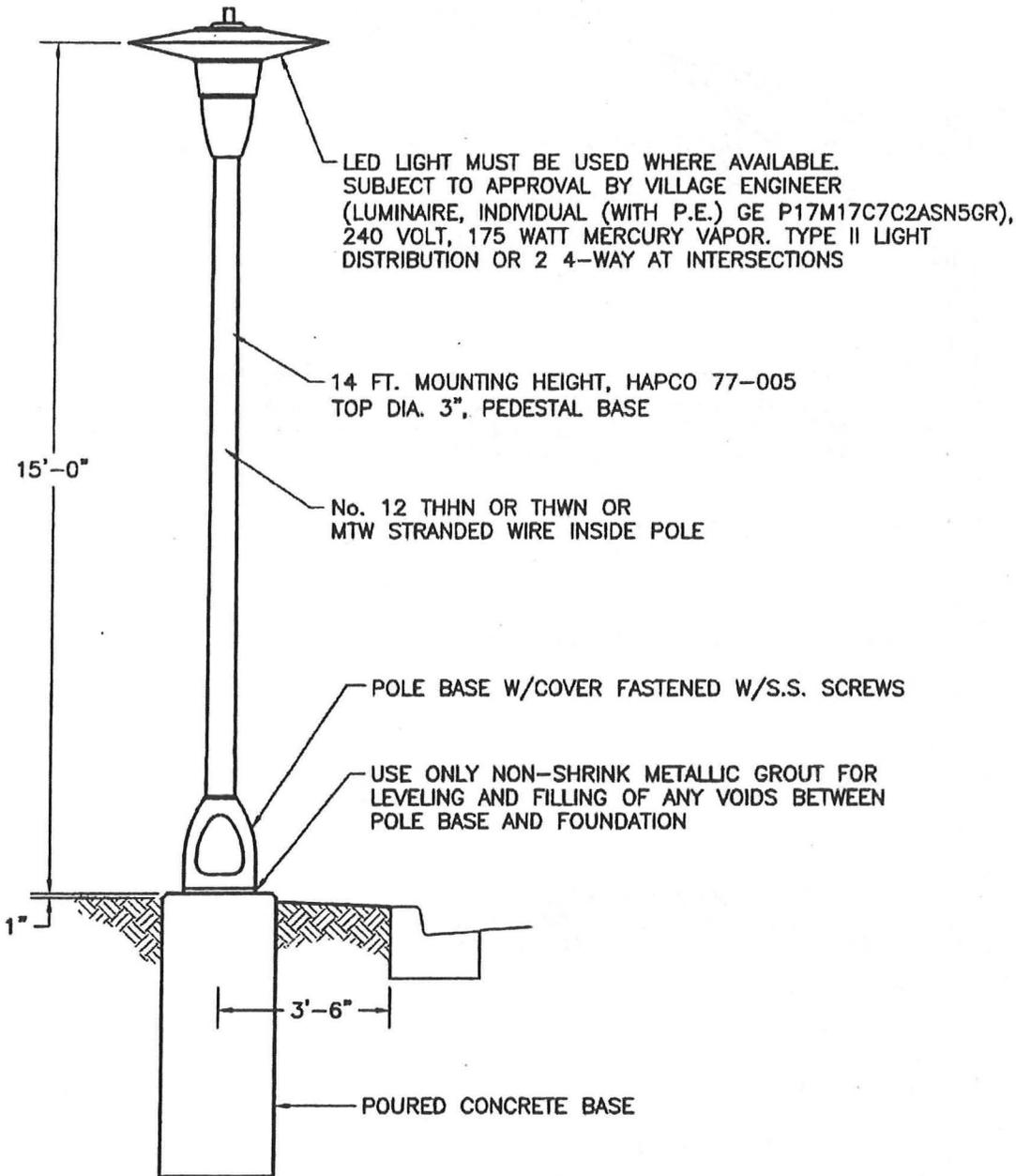


**NOTE:**

1. CONCRETE CONTAINING FLYASH WILL NOT BE ACCEPTABLE.
2. CRETEX EXTERNAL CHIMNEY SEAL OR APPROVED EQUAL

**TYPICAL CURB DETAIL AT STORM STRUCTURE**  
 NOT TO SCALE FOR TYPE M-6.12 OR B-6.12 CURB & GUTTER

**STANDARD DETAIL  
 NO. 36  
 12-18-2014**



NOTES:

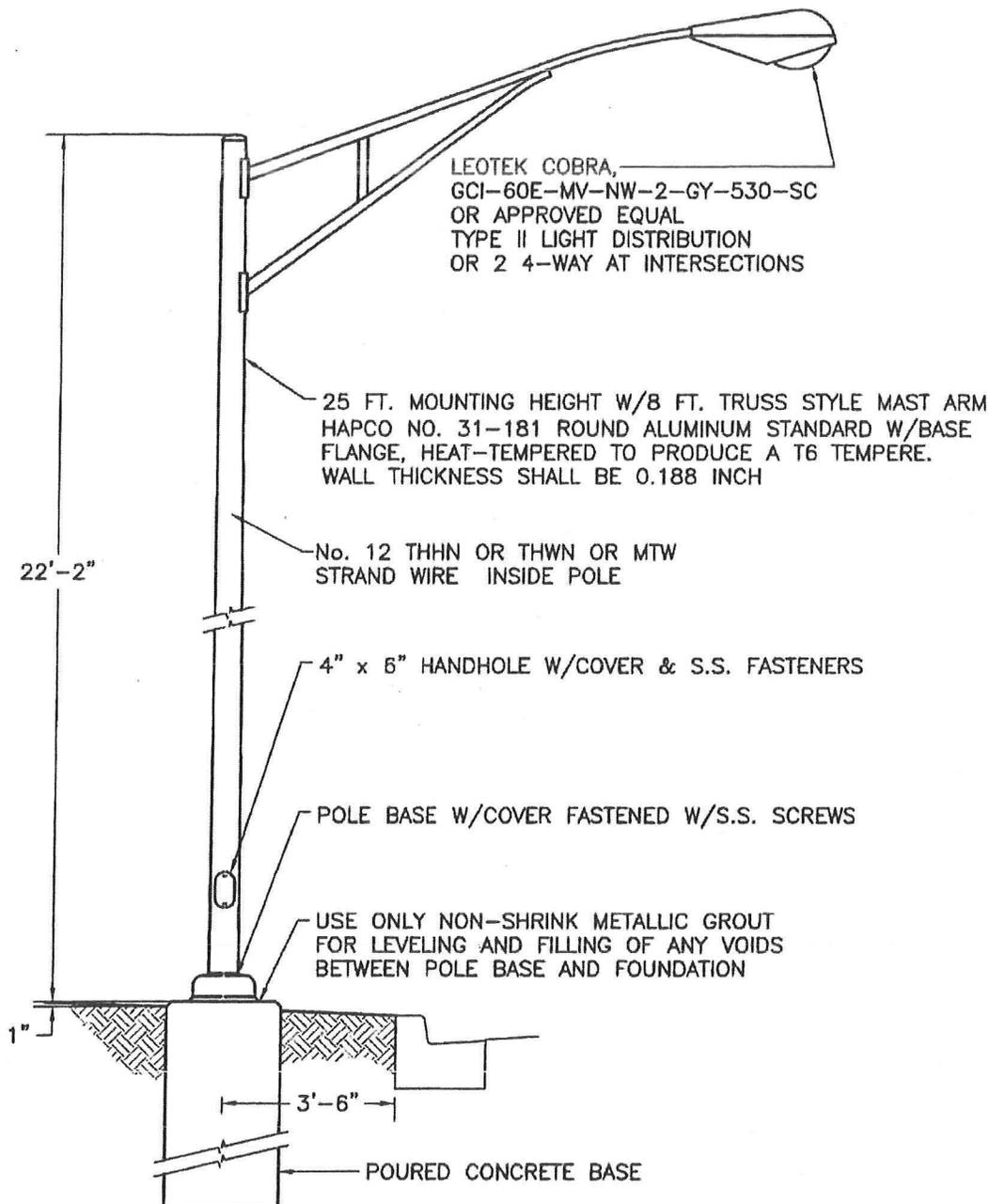
1. FUSES SHALL BE INSTALLED IN EACH LIGHTING STANDARD BASE ON THE UNDERGROUND CONDUCTORS, CONNECTED TO THE LUMINAIRE AND SHALL BE RATED AS PER THE LUMINAIRE MANUFACTURER'S RECOMMENDATIONS, BUT NOT EXCEEDING 10 AMPS. FUSE HOLDERS SHALL BE BUSSMAN MFG. DIVISION "TRON WATERPROOF IN-THE-LINE FUSE HOLDER" WITH SUITABLE FUSES, "FUSETRON DUAL ELEMENT (FNM10)", ALONG WITH BUSS/A0512 RUBBER BOOTS ON EACH END OF ALL FUSE HOLDERS TO BE LOCATED IN THE POLE BASE AND EASILY ACCESSIBLE BY MEANS OF REMOVING A DOOR AT BASE OF POLE.
2. ALL ELECTRICAL COMPONENTS SHALL BE LISTED TO U.S. STANDARD BY A THIRD PARTY AGENCY.
3. ALL GROUND WIRES SHALL BE SPLICED TOGETHER. FROM THE SPLICE 1, #6 GROUND WIRE SHALL BE CONNECTED TO THE POLE GROUNDING LUG AND 1, #6 GROUND WIRE SHALL BE CONNECTED TO THE GROUND ROD.

**15 FOOT LIGHTING STANDARD**

NOT TO SCALE

APPENDIX H

STANDARD DETAIL  
NO. 38  
12-18-14



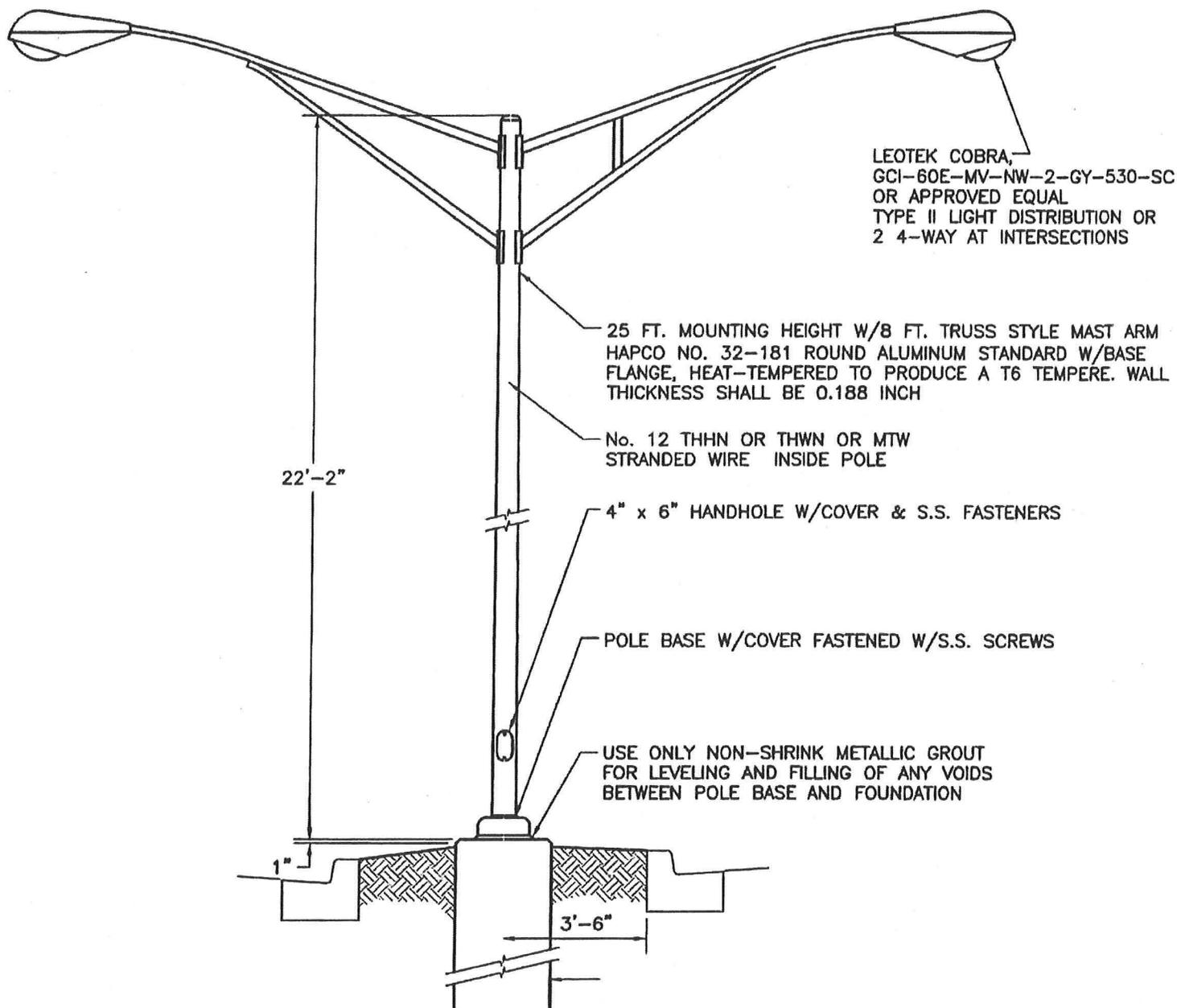
NOTES:

1. FUSES SHALL BE INSTALLED IN EACH LIGHTING STANDARD BASE ON THE UNDERGROUND CONDUCTORS, CONNECTED TO THE LUMINAIRE AND SHALL BE RATED AS PER THE LUMINAIRE MANUFACTURER'S RECOMMENDATIONS, BUT NOT EXCEEDING 10 AMPS. FUSE HOLDERS SHALL BE BUSSMAN MFG. DIVISION "TRON WATERPROOF IN-THE-LINE FUSE HOLDER" WITH SUITABLE FUSES, "FUSETRON DUAL ELEMENT (FNM10)", ALONG WITH BUSS/A0512 RUBBER BOOTS ON EACH END OF ALL FUSE HOLDERS TO BE LOCATED IN THE POLE BASE AND EASILY ACCESSIBLE BY MEANS OF REMOVING A DOOR AT BASE OF POLE.
2. ALL ELECTRICAL COMPONENTS SHALL BE LISTED TO U.S. STANDARD BY A THIRD PARTY AGENCY.
3. ALL GROUND WIRES SHALL BE SPLICED TOGETHER. FROM THE SPLICE 1, #6 GROUND WIRE SHALL BE CONNECTED TO THE POLE GROUNDING LUG AND 1, #6 GROUND WIRE SHALL BE CONNECTED TO THE GROUND ROD.

**25 FOOT LIGHTING STANDARD TYPE B  
SINGLE MAST ARM**

NOT TO SCALE

STANDARD DETAIL  
NO. 39  
12-18-2014



NOTES:

1. FUSES SHALL BE INSTALLED IN EACH LIGHTING STANDARD BASE ON THE UNDERGROUND CONDUCTORS, CONNECTED TO THE LUMINAIRE AND SHALL BE RATED AS PER THE LUMINAIRE MANUFACTURER'S RECOMMENDATIONS, BUT NOT EXCEEDING 10 AMPS. FUSE HOLDERS SHALL BE BUSSMAN MFG. DIVISION "TRON WATERPROOF IN-THE-LINE FUSE HOLDER" WITH SUITABLE FUSES, "FUSETRON DUAL ELEMENT (FNM10)", ALONG WITH BUSS/A0512 RUBBER BOOTS ON EACH END OF ALL FUSE HOLDERS TO BE LOCATED IN THE POLE BASE AND EASILY ACCESSIBLE BY MEANS OF REMOVING A DOOR AT BASE OF POLE.
2. ALL ELECTRICAL COMPONENTS SHALL BE LISTED TO U.S. STANDARD BY A THIRD PARTY AGENCY.
3. ALL GROUND WIRES SHALL BE SPLICED TOGETHER. FROM THE SPLICE 1, #6 GROUND WIRE SHALL BE CONNECTED TO THE POLE GROUNDING LUG AND 1, #6 GROUND WIRE SHALL BE CONNECTED TO THE GROUND ROD.
4. THIS STREET LIGHT TO BE INSTALLED IN ENTRY ISLANDS.

**25 FOOT LIGHTING STANDARD**  
**DOUBLE MAST ARM**

NOT TO SCALE

APPENDIX H

STANDARD DETAIL  
 NO. 40  
 12-18-14





## Agenda Item Executive Summary

Item Name Guidelines and Requirements for Providing Public Funds to Civic Organizations Committee or Board Board

BUDGET IMPACT			
Amount:		Budgeted	no
List what fund	General Fund		
EXECUTIVE SUMMARY			
<p>Since the Village must ensure it is at all times accountable for public funds, a process and Application for Funding Request form have been developed to standardize and enhance the reporting process, to document what services will be provided, and to better communicate the benefits to the Bartlett community as a whole. Groups seeking funds would have to apply annually by November 1. For 2015 only, the deadline will be February 15. In addition it should be noted that funding approval in one year should not create the expectation for future funding.</p> <p>The Village Board reviewed the proposed process and forms at the January 6 Village Board Committee of the Whole meeting. The board asked that an ordinance be drafted to establish the guidelines and requirements for providing public funds to civic organizations. The ordinance is attached for your consideration.</p>			
ATTACHMENTS (PLEASE LIST)			
Ordinance 2015- ___ An Ordinance Amending the Bartlett Municipal Code by the Addition of Title 15 Which Establishes Guidelines and Requirements for Providing Public Funds to Civic Organizations			

### ACTION REQUESTED

For Discussion Only \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance  \_\_\_\_\_

Motion:

I move to approve Ordinance 2015- \_\_\_ An Ordinance Amending the Bartlett Municipal Code by the Addition of Title 15 Which Establishes Guidelines and Requirements for Providing Public Funds to Civic Organizations

Staff: Bryan Mraz, Village Attorney Date: January 13, 2015

**To:** Valerie L. Salmons, Village Administrator  
**From:** Paula Schumacher, Assistant Village Administrator  
**Date:** 1/13/2015  
**Re:** Funding Guidelines

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The Village of Bartlett is fortunate to have numerous not-for-profit community organizations providing desirable services that benefit residents of the Village. Some of those organizations request and receive tax dollars or public funds to help support their efforts.

Since the Village must ensure it is at all times accountable for public funds, a process and Application for Funding Request form have been developed to standardize and enhance the reporting process, to document what services will be provided, and to better communicate the benefits to the Bartlett community as a whole. Groups seeking funds would have to apply annually, by November 1. For 2015 only the deadline will be February 15. In addition it should be noted that funding approval in one year should not create the expectation for future funding.

The Village Board reviewed the proposed process and forms at the January 6 Village Board Committee of the Whole meeting. The board asked that an ordinance be drafted to establish the guidelines and requirements for providing public funds to civic organizations. The ordinance is attached for your consideration.

VILLAGE OF BARTLETT  
COOK, DUPAGE AND KANE COUNTIES, ILLINOIS

ORDINANCE No. 2015 - \_\_\_\_\_

AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE BY  
THE ADDITION OF TITLE 15 WHICH ESTABLISHES GUIDELINES AND  
REQUIREMENTS FOR PROVIDING PUBLIC FUNDS TO CIVIC ORGANIZATIONS

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ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF BARTLETT  
THIS 20<sup>TH</sup> DAY OF JANUARY, 2015

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PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE  
CORPORATE AUTHORITIES OF THE VILLAGE OF BARTLETT  
COOK, DUPAGE AND KANE COUNTIES, ILLINOIS  
THIS 21<sup>ST</sup> DAY OF JANUARY, 2015

**ORDINANCE NO. 2015 - \_\_\_\_\_**

**AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE BY  
THE ADDITION OF TITLE 15 WHICH ESTABLISHES GUIDELINES AND  
REQUIREMENTS FOR PROVIDING PUBLIC FUNDS TO CIVIC ORGANIZATIONS**

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

**SECTION ONE:** The Bartlett Municipal Code be and it is hereby amended by adding a new Title 15 entitled "GUIDELINES AND REQUIREMENTS FOR PROVIDING PUBLIC FUNDS TO CIVIC ORGANIZATIONS", as follows:

**TITLE 15**

**GUIDELINES AND REQUIREMENTS FOR PROVIDING  
PUBLIC FUNDS TO CIVIC ORGANIZATIONS**

**CHAPTER 1:**

- 15-1-1: Short Title
- 15-1-2: Definition(s)
- 15-1-3: Purpose
- 15-1-4: General Guidelines
- 15-1-5: Standard Requirements
- 15-1-6: Criteria for Awarding Funds to Civic Organizations

15-1-1: **SHORT TITLE:** The guidelines and requirements imposed by this title upon civic organizations requesting public funds from the Village of Bartlett shall be known as the "Civic Organization Funding Guidelines".

15-1-2: **DEFINITIONS:** As used in this Title, unless the context otherwise requires, the following definition(s) shall apply:

**CIVIC ORGANIZATION:** Any not-for-profit unincorporated association, trust, estate, partnership, organization, committee, council, commission, club, Illinois not-for-profit corporation, or foreign not-for-profit corporation or other entity that provides or sponsors services, programs or special events for public benefit or public enjoyment on a not-for-profit basis.

15-1-3: PURPOSES:

- A. The Village of Bartlett is fortunate to have numerous not-for-profit community organizations providing desirable services that benefit residents of the Village. Some of those organizations request and receive tax dollars or public funds to help support their efforts.
- B. Since the Village must ensure it is at all times accountable for public funds, a process and Application for Funding Request form has been developed to standardize and enhance the reporting process, to document what services will be provided, and to better communicate the benefits to the Bartlett community as a whole.
- C. To set forth the requirements for all Civic Organizations that request tax dollars from the Village of Bartlett on an annual basis to fund services, programs, or special public events that benefit the Village and its residents.

15-1-4: GENERAL GUIDELINES:

- A. All Civic Organizations requesting funds from the Village of Bartlett shall submit an Application for Funding Request each year on the form set forth as Appendix 15A to this Title, which shall include a narrative of the Civic Organization's primary mission and goals and stating specifically how the services or programs proposed to be provided will benefit the Bartlett community, and detailing the amount of funding requested, the services, programs and/or special public event to be funded, and the purposes of the anticipated expenditures from Village funds.
- B. By submitting a request for funding, a Civic Organization becomes responsible for the completion of all applicable guidelines. Civic Organizations failing to submit the Application for Funding Request and all required documentation in support of such request each year may not receive funding for the year. In addition, the Village may elect to reduce or eliminate the payment of public funds payable to Civic Organizations or to an individual Civic Organization or organizations from year to year in its sole and absolute discretion, and the receipt of public funds to a Civic Organization from the Village in any year shall not be relied upon or give rise to an expectancy that a Civic Organization will receive any or a similar amount of funding from the Village in any future year.

15-1-5: STANDARD REQUIREMENTS: Each Civic Organization requesting funding from the Village shall submit on or before February 15, 2015 (for fiscal year 2014/2015), and by November 1, 2015 for fiscal year 2015/2016, and by November 1<sup>st</sup> of each year thereafter, of each year the following:

- A. An Application for Funding Request on form as set forth on Appendix 15A.

- B. A copy of Articles of Incorporation evidencing the civic organization is a "not-for-profit corporation" formed under the Illinois Not for Profit Corporation Act (or if a foreign not-for-profit corporation, proof that the organization registered with the Illinois Secretary of State and has been authorized to conduct its affairs in Illinois.) If the organization is an unincorporated association, proof that the organization has complied with the Illinois Assumed Name Act.
- C. A copy of the Civic Organization's bylaws or other rules of operation and amendments.
- D. If the Civic Organization is a recognized 501(c)(3) tax exempt entity, a copy of IRS Form 1023 Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code and letter of recognition of 501(c)(3) status from then IRS, and a copy of the Civic Organization's most recent audit.
- E. Financial statements or other documentation showing all sources and uses of funds for the preceding two (2) years (if organization has been in existence for at least two (2) years).
- F. A proposed budget showing amount and types of receipts and expenditures anticipated for the present and next succeeding one (1) year.
- G. A statement that funds received from the Village shall not be used to pay for any political or religious purpose, to purchase alcohol or private entertainment, or to pay for any operational expenses (such as salaries or facilities).
- H. If funds were paid to the Civic Organization in the immediately preceding year by the Village of Bartlett, a complete Post Funding Report on form as set forth on Appendix 15B.

15-1-6 CRITERIA FOR AWARDING FUNDS TO CIVIC ORGANIZATIONS:

- A. The Corporate Authorities, in its annual budget process, will set a total amount of funds to be allocated to Civic Organizations during its upcoming fiscal year, taking into account the Village's other financial obligations and past practices. Priority will be given to Civic Organizations that provide a service or program that the Village does not currently provide and/or which meaningfully supplement a Village provided service, program or special public event.
- B. The Corporate Authorities will also consider the following:
  - 1. The size of the request for funding;

2. The Civic Organization's past history and reputation of the Civic Organization for community enrichment;
  3. The completeness of its Application for Funding Request and submittals in support of its request;
  4. Past success of the organization's programs, services and events;
  5. The number of people served;
  6. The cost per person reached;
  7. The number of volunteer versus staff hours worked; and
  8. Such other factors as the Corporate Authorities deem appropriate.
- C. The Corporate Authorities may award or not award funding requests or fund all or a portion of a funding request, to one or more Civic Organizations each year in its sole and absolute discretion.

**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: January 20, 2015

APPROVED: January 20, 2015

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Kevin Wallace, Village President

ATTEST:

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Lorna Giles, Village Clerk

## CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2015 - \_\_\_\_\_ enacted on January 20, 2015, approved on January 20, 2015, and published in pamphlet form on January 21, 2015, as the same appears from the official records of the Village of Bartlett.

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Lorna Giles



## APPLICATION FOR FUNDING REQUEST

The following information must be completed and the application signed by an officer of the organization requesting funding from the Village of Bartlett.

1. Name of Organization: \_\_\_\_\_

2. Address: \_\_\_\_\_  
\_\_\_\_\_

3. Employer Identification Number: \_\_\_\_\_

4. Name of Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

5. Are you a not-for-profit corporation? \_\_\_\_\_ If "yes", attach a copy of your articles of incorporation showing certification of filing from the Illinois Secretary of State. Include copies of any amendments to the articles.

6. Are you an unincorporated association? \_\_\_\_\_ If "yes", attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments.

7. Have you adopted bylaws? \_\_\_\_\_ If "yes", attach a current copy showing date of adoption. If "no", explain how your officers, directors or trustees are selected, and attach a copy of all bank resolutions and signature cards where the organization's funds are deposited.

8. Purposes for which your organization was formed and presently operates:

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9. Please describe how your mission and goals benefit the residents of Bartlett.

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10. Describe your past, present and planned future activities which benefit and will benefit the residents of the Village of Bartlett.

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11. Amount of money your organization is requesting: \_\_\_\_\_

12. Please describe in detail the event, service or program for which this funding request is made, and state specifically how the monies will be spent in connection with the planned event, service or program.

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13. What is the date or general timeframe in which the funds will be used?

14. Is your organization a recognized 501(c)(3) tax exempt entity? \_\_\_\_\_ If "yes", submit (a) a copy of a completed IRS Form 1023 under Section 501(c)(3) of the Internal Revenue Code, (b) a letter of recognition of 501(c)(3) status from the IRS, and (c) a copy of your organization's most recent audit.

15. Submit copies of financial statements or other documentation showing all sources and uses of funds for the preceding two (2) years.

16. Submit proposed budget, showing amounts and types of receipts and expenditures anticipated for the present and next succeeding one (1) year.

Funds requests for political or religious purposes, or to purchase alcohol or private entertainment, or to pay for operational expenses (such as salaries or facilities) will not be considered or funded.

Recipients of funding from the Village of Bartlett must submit a written post-event report demonstrating the funds were used as stated in this Application. A Post-Funding Report in form as attached shall be required for eligibility for future funding requests.

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

(Signature and title of organization officer,  
director, or trustee.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Return to:  
Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

Attn: Administration Department



Post Funding Report

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

Name of organization receiving funds: \_\_\_\_\_

Amount of funds received: \_\_\_\_\_

Description of program or service funded:

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Allocation of funds to specific purposes (attach additional sheets if necessary):

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Describe outcome of program (for example number of attendees, volunteer hours provided):

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(Signature and title of organization officer,  
director, or trustee.)

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Signature

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Title

Return to:  
Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

Attn: Administration Department