

**Galleria Annexation Agreement Public Hearing 7:00 P.M.**

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**JULY 17, 2018**  
**7:00 P.M.**

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

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

- \*6. MINUTES: Board and Committee Minutes – July 3, 2018
- \*7. BILL LIST: July 17, 2018
8. TREASURER'S REPORT: May, 2018  
Sales Tax Report – March, 2018  
Motor Fuel Tax Report –April, 2018
9. PRESIDENT'S REPORT:

- A. National Night Out Proclamation
- B. BEMA Coordinator Appointment

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES
11. TOWN HALL: (Note: Three (3) minute time limit per person)
12. STANDING COMMITTEE REPORTS:

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

1. None

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

1. Ordinance Approving and Directing the Execution of the Annexation Agreement Between 59<sup>th</sup> and Army Trail Inc, and the Village of Bartlett
2. Ordinance Annexing the 59<sup>th</sup> and Army Trail Inc. Property to the Village of Bartlett
3. Ordinance Rezoning the Property from ER-1 to B-3; Granting Special Use Permits to Allow a Drive-Thru Establishment, to Serve Alcohol and to Allow Outdoor Seating; Granting Variations to Allow for Parking in the Front, Rear and Side Yards; and Site Plan Approval for the Galleria of Bartlett

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

- \*1. Resolution Approving Amendments to the FY 2017/18 Budget
- \*2. An Amended Ordinance Authorizing and Providing for the Issuance of Village of Bartlett, DuPage and Kane Counties, Illinois, Special Service Area Number One (Bluff City) Unlimited Ad Valorem Tax Refunding Bonds, Series 2018, in the Aggregate Principal Amount not to Exceed \$5,550,000, for the Purpose of Refunding the Village's Special Service Area Number One (Bluff City) Unlimited Ad Valorem Tax Variable Rate Demand Bonds, Series 2004, Setting Forth the Terms Under Which Bonds are to be Issued, and Providing for the Rights of the Owners Thereof

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

- \*1. Bartlett Lions Club - Lions Day Dash

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

- \*1. Resolution Approving of the Agreement Between the Village of Bartlett and School District U-46 Providing for a School Resource Officer

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

- 1. None

**13. NEW BUSINESS**

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

**15. ADJOURNMENT**



# Agenda Item Executive Summary

Item Name      Galleria of Bartlett Annexation Agreement-  
Public Hearing      Committee  
or Board      Board

## BUDGET IMPACT

Amount:      N/A      Budgeted      N/A

List what  
fund      N/A

## EXECUTIVE SUMMARY

The Public Hearing notice for the Annexation Agreement for the Galleria of Bartlett Project was published in the Daily Herald on July 2, 2018 and the Annexation Agreement has been available for public viewing in the Community Development Office.

This **Annexation Agreement** is for 1.59 acre of property owned by 59<sup>th</sup> and Army Trail, Inc. located on the north side of Army Trail Road, approximately 450 feet east of Route 59.

## ATTACHMENTS (PLEASE LIST)

Public Hearing Notice and Proof of Publication

## ACTION REQUESTED

- For Discussion Only- **Required Public Hearing**
- Resolution
- Ordinance
- Motion

Staff:      Jim Plonczynski, Com Dev Director

Date:      July 9, 2018

**PUBLIC HEARING NOTICE**

**NOTICE IS HEREBY GIVEN** that the Village Board of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, will hold a Public Hearing on **Tuesday, July 17, 2018 at 7:00 P.M.** or as soon thereafter as the matter may be heard, in the Bartlett Municipal Center, 228 South Main Street, Bartlett, Illinois to consider testimony and evidence from the petitioner and members of the public with respect to the proposed Annexation Agreement between the Village of Bartlett and Ron DeRosa on behalf of 59<sup>th</sup> and Army Trail, Inc. concerning the Annexation, Rezoning, Site Plan, Special Use Permits and Variations with respect to the petition of the Galleria of Bartlett (Case #18-09).

**This property is located on the north side of Army Trail Road approximately 450 feet east of Route 59 in DuPage County. The Permanent Index Number for the property is 01-16-401-003.**

A copy of the Draft Annexation Agreement is available for public viewing at the Bartlett Village Hall located at 228 South Main Street in the Community Development Department from 8:30 a.m. to 4:30 p.m. Monday through Friday.

The above-referred Public Hearing may be recessed from time to time to another date or dates, if notice of the time and place of such adjourned Public Hearing is publicly announced at the immediately preceding Public Hearing.

All interested parties are invited to attend and will be given an opportunity to be heard. If an accommodation for an individual with a disability is necessary, please contact Paula Schumacher at 837-0800 (voice) or 830-0940 (TDD).

By

Kevin Wallace, President  
Village of Bartlett

cc: L. Gilles, Village Clerk,  
Petitioner

To be published in the Daily Herald on July 2, 2018.

**PUBLIC HEARING**

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By Kevin Wallace, President Village of Bartlett  
cc: L. Gilles, Village Clerk, Petitioner  
Published in Daily Herald on July 2, 2018 (4503914).

**CERTIFICATE OF PUBLICATION**

**Paddock Publications, Inc.**

**Daily Herald**

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been circulated daily in the Village(s) of Addison, Algonquin, Antioch, Arlington Heights, Aurora, Barrington, Barrington Hills, Bartlett, Batavia, Bensenville, Bloomingdale, Buffalo Grove, Burlington, Campton Hills, Carol Stream, Carpentersville, Cary, Deer Park, Des Plaines, East Dundee, Elburn, Elgin, Elk Grove Village, Elmhurst, Fox Lake, Fox River Grove, Geneva, Gilberts, Glen Ellyn, Glendale Heights, Glenview, Grayslake, Green Oaks, Gurnee, Hainesville, Hampshire, Hanover Park, Hawthorn Woods, Hoffman Estates, Huntley, Inverness, Island Lake, Itasca, Keeneyville, Kildeer, Lake Barrington, Lake Villa, Lake in the Hills, Lake Zurich, Libertyville, Lincolnshire, Lindenhurst, Lisle, Lombard, Long Grove, Medinah, Mt. Prospect, Mundelein, Naperville, North Aurora, North Barrington, Oakbrook, Oakbrook Terrace, Palatine, Prospect Heights, Rolling Meadows, Roselle, Schaumburg, Sleepy Hollow, South Barrington, South Elgin, St. Charles, Woodridge, Streamwood, Tower Lakes, Vernon Hills, Villa Park, Volo, Warrenville, Wauconda, Wayne, West Chicago, West Dundee, Wheaton, Wheeling, Wildwood, Winfield, Wood Dale, Round Lake Park, Pingree Grove, Sugar Grove

County(ies) of Cook, DuPage, Kane, Lake, McHenry and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the **DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published July 2, 2018 in said **DAILY HERALD**.

IN WITNESS WHEREOF, the undersigned, the said **PADDOCK PUBLICATIONS, Inc.**, has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

**PADDOCK PUBLICATIONS, INC.**  
**DAILY HERALD NEWSPAPERS**

BY *Paula Baltz*  
Authorized Agent

Control # 4503914



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**July 3, 2018**

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1. CALL TO ORDER

President Wallace called the regular meeting of July 3, 2018 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. in the Council Chambers.

2. ROLL CALL

PRESENT: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke, and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Human Resources Director Janelle Terrance, Management Analyst Sam Hughes, Finance Director Todd Dowden, Community Development Director Jim Plonczynski, Management Analyst Tyler Isham, Public Works Director Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

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

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Reinke stated that he would like to add item 1 under Public Works, Resolution 2018-79-R, a Resolution Approving the Notice of intent to Award Between the Village of Bartlett and Joseph J. Henderson & Son, Inc. for the Lake Michigan Water Receiving Facilities Phase 1 Lake Michigan Water Receiving Station, to the Consent Agenda.

Trustee Deyne moved to amend the Consent Agenda to add item 1 under Public Works, Resolution 2018-79-R, a Resolution Approving the Notice of intent to Award Between the Village of Bartlett and Joseph J. Henderson & Son, Inc. for the Lake Michigan Water



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Receiving Facilities Phase 1 Lake Michigan Water Receiving Station to the Consent Agenda and that motion was seconded by Trustee Hopkins.

**ROLL CALL VOTE TO AMEND THE CONSENT AGENDA**

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

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

Trustee Camerer moved to approve the Amended Consent Agenda, and all items designated to be approved by consent therein as amended, and that motion was seconded by Trustee Hopkins.

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

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

**6. MINUTES**

Trustee Camerer moved to approve the Board and Committee minutes from June 19, 2018, and that motion was seconded by Trustee Deyne.

**ROLL CALL VOTE TO APPROVE THE BOARD AND COMMITTEE MINUTES FROM JUNE 19, 2018**

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



**VILLAGE OF BARTLETT  
BOARD MINUTES  
July 3, 2018**

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

President Wallace stated that Jennifer Rasmussen was appointed to the Zoning Board of Appeals for a one year term on July 17, 2017. Jennifer has served diligently and with an astute knowledge of the issues that face the Zoning Board when hearing a variance or reviewing a text amendment.

Since Jennifer's initial appointment a vacancy has occurred on the Zoning Board due to a resignation. In order for the Zoning Board to continue its duties as a recommending body to the Village Board it is necessary to fill that vacancy with a full term. Therefore, with the advice and consent of the Village Board I appoint Jennifer Rasmussen to a full 5 year term on the Zoning Board of Appeals beginning today and ending on 7/3/23.

Trustee Deyne consented to the appointment of Jennifer Rasmussen to the Zoning Board of Appeals and that motion was seconded by Trustee Camerer.

**ROLL CALL VOTE TO CONSENT TO THE APPOINTMENT OF JENNIFER RASMUSSEN TO THE ZONING BOARD OF APPEALS**

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

NAYS: None

ABSENT: None

**MOTION CARRIED**

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Hopkins stated that he wanted to ensure that the questions associated with Groot will be addressed at the next Board meeting. He also understood that there was another widespread billing issue. He asked if Groot has identified why these issues happened and what they will do to prevent them in the future?

Assistant Village Administrator Scott Skrycki stated that the first initial billing error was about ten thousand accounts in Bartlett. Those accounts went into a queue where the residents were credited. They are still chipping away at it and this will be addressed at the July 17<sup>th</sup> Committee of the Whole meeting.

Trustee Hopkins stated that this is an inconvenience to our residents as well as our staff. He also stated that he has noticed a lot of brush laying around the town and asked how they were working to fix these issues.



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Mr. Skrycki stated that they have used every source of media that they have available to notify the residents of the bundling. His conversation with Groot instructed them to go over their policy with the drivers. They are also being more proactive and sending letters when brush piles are not bundled appropriately and will also make phone calls. They are planning on posting videos for the residents with tips on how to bundle properly which will be on social media tomorrow.

Trustee Deyne stated that he and Trustee Camerer, along with their wives, partook in the twenty fifth anniversary of the Jain Society. They also had a wonderful vegan meal. He presented a plaque to President Wallace with a commemorative coin. He thanked the Jain Society for the hospitality extended to them.

Trustee Camerer presented a certificate of appreciation and recognition of outstanding support for the Global Arts Festival to President Wallace.

11. TOWN HALL

**Jim Zefo, Bartlett Police Officer**

Officer Zefo stated that he has been a police officer at the Village for the last 22 years. He stated that he has heard rumors that the health insurance was going to be looked at and possibly changed, turned upside down and inside out. When he took this job 22 years ago it was for two main reasons, the pay and the benefits. He shared a story about his wife's chronic kidney disease that required an operation that costed \$333,000. Without good health insurance he didn't know what they would have done. He also spoke about Officer Tammy Schulz who has served the Village for 25 years. She had a baby girl about two months ago and has not made it home yet. Every dime spent on that little girl to make her better and bring her home and healthy is worth every nickel. You can't put a price tag on human life. He stated that they are in the process of going through contract negotiations and he is proud to wear this uniform and be a Bartlett Police Officer. He asked that the Board treat himself and his fellow officers as well as fellow employees at the Village as individuals and people and not strictly a number.

12. STANDING COMMITTEE REPORTS:

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that Ordinance 2018-80, an Ordinance Granting an Accessory Structure Building Separation Variation for 250 Wilcox Court and Ordinance 2018-81, an Ordinance Granting Front Yard and Rear Yard Variations for 220 Aron Court, were covered and approved under the Consent Agenda.



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BOARD MINUTES  
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**B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA**

Trustee Gabrenya stated that there was nothing to report.

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

Trustee Deyne stated there was nothing to report.

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

Trustee Camerer stated that Bannerman's Class J Liquor License request and the Fourth of July Parade Permit were covered and approved under the Consent Agenda.

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

Trustee Carbonaro stated that there was nothing to report.

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

Trustee Reinke stated that Resolution 2018-79-R, a Resolution Approving the Notice of intent to Award Between the Village of Bartlett and Joseph J. Henderson & Son, Inc. for the Lake Michigan Water Receiving Facilities Phase 1 Lake Michigan Water Receiving Station and Resolution 2018-82-R, a Resolution Approving of a Professional Services Agreement Between the Village of Bartlett and BLS, Inc. for the Schick-Petersdorf Resurfacing Project Design, were covered and approved under the Consent Agenda.

13. NEW BUSINESS - None

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None



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BOARD MINUTES  
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15. ADJOURNMENT

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

ROLL CALL VOTE TO ADJOURN TO THE COMMITTEE OF THE WHOLE MEETING

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:15 p.m.

Lorna Giles  
Village Clerk



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
JULY 3, 2018**

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President Wallace called the Committee of the Whole meeting to order at 7:21 p.m.

PRESENT: Chairmen Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke, and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Human Resources Director Janelle Terrance, Management Analyst Sam Hughes, Finance Director Todd Dowden, Community Development Director Jim Plonczynski, Management Analyst Tyler Isham, Public Works Director Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Gilles.

**FINANCE & GOLF, CHAIRMAN DEYNE**

**Bluff City SSA Refinance**

Chairman Deyne asked Finance Director Todd Dowden for a brief overview.

Finance Director Todd Dowden stated that in 2004, the Village issued \$16,600,000 Special Service Area Number One (Bluff City) Unlimited Ad Valorem Tax Variable Rate Demand Bonds. The developer within the SSA would like to reduce costs and the associated taxes by refunding the 2004 bonds. They pay \$925,000 in principal and have six payments left. They carry a Letter of Credit which puts an additional 1.3% annually onto the cost of the debt. The refunding bonds would be purchased by the developer and will bear an interest rate based on the prime rate. This would eliminate the need for the security and Letter of Credit. We will set a tax levy for the life of the bonds and they will be abated to 1% over prime to make sure the money is collected to pay the annual debt service. The bonds will continue to be non-recourse to the Village and are payable solely and only from the Special Service Area (SSA) taxes.

Chairman Hopkins asked if this TIF District expires in 2022.

Mr. Dowden stated that the last levy will be 2022 and the last payment will be in December of 2023.

Village Attorney Bryan Mraz stated that the way these work is that they show up on the tax bill as a Special Service Area, so the owners of each of those parcels has a separate PIN and line item on their tax bill. They are paying the taxes so they receive some income tax relief. These are taxable bonds and non-recourse, which means the Village is not on



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COMMITTEE MINUTES  
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the hook at all and they are dictated solely by the real estate taxes. He stated that the bond counsel on this is Ice-Miller. The establishing ordinance for the SSA is not changing and this is simply a restructure of the \$6.1 million dollar bond ordinance. They are paying all of the costs of the Village in connection with this.

Chairman Hopkins stated that this is savings for the developers as well as the people paying the taxes.

**Discussion of Responses to Request for Proposals for Broker/Consultant Services for the Village's Health, Dental and Life Insurance**

Chairman Deyne asked the Human Resources Director for a summary.

Human Resources Director Janelle Terrance stated that the Village is seeking a broker to perform the full range of services related to the design implementation, maintenance, communication, compliance and improvement of its health, dental and life insurance plans, with focus on plan design changes for cost containment strategies. They received responses from nine brokers and five of them made presentations to the Board. Staff would like direction from the Board as to whether they would like to continue being serviced by the current broker, Arachus Group out of Bartlett or choose another. One of the things they realized in all of the presentations was that they all had opportunities for cost savings.

Chairman Hopkins stated that the biggest concern he had from the Arachus Group presentation was why they have not utilized these cost-saving measures? He asked if she had plans, if they picked the Arachus Group, to utilize their methods to try and save the taxpayer's money?

Village Administrator Paula Schumacher stated that they have learned that there are a number of different ways to skin that cat. She stated that she can't speak about years past since she was not involved in that deliberation.

Chairman Hopkins stated that she did approve the last year's contract.

Ms. Schumacher stated that last year's contract had changes to the structure of the plan for the first time in thirty-five years.

Chairman Hopkins stated that they still did not save any money.

Ms. Schumacher stated that they saved money with changes in the structure system, emergency care fees and yes, they were incremental. There are certainly other things they can do with the design and many things that are available currently that were not



## VILLAGE OF BARTLETT COMMITTEE MINUTES JULY 3, 2018

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available in previous years such as digital doctoring. Our philosophy and the Village Board has changed in that timeframe. The waves of change has been telling for a while. She has given this a lot of thought and doesn't want to make profound changes too quickly, especially with police union negotiations going on. What is feasible is looking at a longer period of time to build a program that reduces costs over time that makes it palatable to the employees and for their families. She thought there were lots of ways to make those changes and they could do that with the current broker or a new broker. With the proper structure they can do this in a way that won't alienate anyone.

Chairman Hopkins stated that he was impressed with the Arachus Group and their straightforward presentation.

Chairman Reinke commented that the attempt to paint the Board as someone who would want to kick a child out of the hospital, is something he wholeheartedly objected to. The Board has been talking about this for a very, very, long time. The lack of movement is not attributable to the Village Administrator, so this is not a personal attack. The Board does not want to bring a hammer down or upset employees. They want to treat the employees with respect and make sure they are taken care of. They need to get this show on the road and the Board has been dealing with this for years.

Ms. Schumacher stated that when she talked about incremental changes over a period of time, she was talking about having a goal and steps to attain that goal. We have to figure out where our endgame is and how to get there. Maybe that's a big change or maybe that's a little change. It is a composite and they need to figure out where they want to be as well as a plan to get them there.

Chairman Reinke liked the idea of the biometrics but did not like the idea about lining up the employees and sucking their blood to run tests. It sounded awful and it sounded expensive and it sounded invasive.

Chairman Gabrenya stated that her husband's insurance company had that option for families and she found it the opposite. It took only fifteen minutes and she had an entire 6-10 page pamphlet of all of her health variables. It included the optimal levels and changes that could be made to improve the results. It did not feel invasive.

Chairman Camerer stated that his wife's company also does biometric testing and she gets the benefit of having the lab results on site. He thought it was also an asset.

Chairman Gabrenya asked if there was a standout between the brokers that will help attain the Board's goals.

Ms. Schumacher stated that no one stood out in the presentations.



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Human Resources Director Janelle Terrance agreed. If she could take bits and pieces from each presentation and encompass them into one broker, they would have the perfect broker. There were some interesting factors in terms of things that were never brought before them in the past in terms of cost-saving strategies. She thought that any one of the brokers has the ability to assist them with this process.

Chairman Carbonaro took offense to the officer that spoke and the phrase that the Board is "putting the hammer down". No changes were made to the insurance policy since 1991 through 2015 – that is 24 years and change is inevitable. The insurance broker stated that our current policy is still under 1990 premiums. This policy is antiquated and no one has this kind of coverage anymore. We need to go back to the current agent and have him suggest what is current in today's market and see what kind of savings we can get just by going up to 21<sup>st</sup> century coverages. He suggested they stay with the current broker.

President Wallace stated that insurance is a very contentious issue and it has been since Obama Care reared its ugly head. On behalf of the Board, he assured employees that this was not a personal discussion about work performance. This is a difficult decision for the Board and he hoped everyone understood that changes would have to be made. Health insurance is one of the largest expenses that the Village has, which in turn is one of the largest expenses the taxpayers have. He stated that it doesn't matter which broker is chosen, they all come from the same well. He preferred staying with Arachus.

Chairman Deyne asked to have some input on this decision and how they can review and structure the program in a different manner.

Ms. Schumacher stated that the notion that health insurance or any other expense would be off the table for review is not how they operate. They will take a good hard look at this expense and figure out a way to do it better. This is what they do with everything. She plans to sit down with the broker and come up with that plan for the Board to take a look at.

Chairman Reinke stated that he has been through this before and hoped that time restrictions will not prevent the Board from having a proper review.

Ms. Schumacher stated that this is why they have began the process the following month after renewal. She will certainly make sure they have time to look at it and not feel pressured.

The Board did a verbal straw pull and decided to stay with Arachus.

Ms. Terrance stated that they would have to make a decision no later than November since by law, employees must have the information to make an educated decision.



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Chairman Reinke stated that he is more inclined to change the broker but he understood that it makes sense to see what Arachus can do and then reassess.

Chairman Deyne stated that he also had some mixed feelings.

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

**ROLL CALL VOTE TO ADJOURN**

AYES: Chairmen Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke

NAYS: None

ABSENT: None

**MOTION CARRIED**

The meeting adjourned at 7:47 p.m.

Lorna Giles  
Village Clerk

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 7/17/2018**

**100-GENERAL FUND REVENUES**

**420230-BUILDING PERMITS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AJD CONCRETE CONSTRUCTION CORP	BUILDING PERMIT REFUND	75.00
	<b>INVOICES TOTAL:</b>	<b>75.00</b>

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - JULY 2018	320,906.88
** 1 DEARBORN NATIONAL	MONTHLY INSURANCE - JULY 2018	2,734.89
** 1 FIDELITY SECURITY LIFE	MONTHLY INSURANCE - JULY 2018	931.64
	<b>INVOICES TOTAL:</b>	<b>324,573.41</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	215.34
	<b>INVOICES TOTAL:</b>	<b>215.34</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	TRAVEL EXPENSES	409.21
	<b>INVOICES TOTAL:</b>	<b>409.21</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	ADDRESS LABELS/POP-UP NOTES	76.17
	<b>INVOICES TOTAL:</b>	<b>76.17</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CONFERENCE REGISTRATIONS/LODGING	1,109.96
1 DUPAGE MAYORS & MANAGERS	BUSINESS MEETING FEE	35.00
	<b>INVOICES TOTAL:</b>	<b>1,144.96</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MEMBERSHIP RENEWAL	98.00
	<b>INVOICES TOTAL:</b>	<b>98.00</b>

**543900-COMMUNITY RELATIONS**

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

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	1 BARTLETT SPORTS	STAFF SHIRTS	40.00
**	1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	83.76
		<u>INVOICES TOTAL:</u>	<u>123.76</u>

**543910-HISTORY MUSEUM EXPENSES**

	<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
**	1 CARDMEMBER SERVICE	MUSEUM SUPPLIES	822.22
	1 PAM ROHLEDER	PLANTER BARRELS/DEPOT MUSEUM	79.96
**	1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	39.98
		<u>INVOICES TOTAL:</u>	<u>942.16</u>

**546900-CONTINGENCIES**

	<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
**	1 CARDMEMBER SERVICE	I-PASS/LUNCH MEETING/REFRESHMENTS	175.37
		<u>INVOICES TOTAL:</u>	<u>175.37</u>

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

	<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
**	1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	16,804.50
	1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
	1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
		<u>INVOICES TOTAL:</u>	<u>19,729.50</u>

**523401-ARCHITECTURAL/ENGINEERING SVC**

	<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
	1 HAMPTON LENZINI AND RENWICK INC	GALLERIA OF BARTLETT REVIEW SERVICES	3,208.00
		<u>INVOICES TOTAL:</u>	<u>3,208.00</u>

**546900-CONTINGENCIES**

	<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
	1 COOK COUNTY TREASURER	PIN 06-34-408-010-0000	1,025.82
		<u>INVOICES TOTAL:</u>	<u>1,025.82</u>

**1210-LIABILITY INSURANCE**

**544200-LIABILITY INS DEDUCTIBLE**

	<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
	1 INTERGOVERNMENTAL RISK	MAY DEDUCTIBLE	18,614.86
		<u>INVOICES TOTAL:</u>	<u>18,614.86</u>

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

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

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1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	78.74
1 MAILFINANCE	LEASE PAYMENT	426.45
<b>INVOICES TOTAL:</b>		<b>505.19</b>

**523100-ADVERTISING**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 EXAMINER PUBLICATIONS INC	PUBLIC HEARING NOTICE	90.00
1 EXAMINER PUBLICATIONS INC	PUBLIC HEARING NOTICE	82.50
<b>INVOICES TOTAL:</b>		<b>172.50</b>

**523110-LEGAL PUBLICATIONS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 PADDOCK PUBLICATIONS INC	PREVAILING WAGE NOTICE	35.65
<b>INVOICES TOTAL:</b>		<b>35.65</b>

**530135-RECYCLING SUPPLIES/EXPENSES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GROOT INC	YARD WASTE STICKERS	5,000.00
<b>INVOICES TOTAL:</b>		<b>5,000.00</b>

**532200-OFFICE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CENTURY PRINT & GRAPHICS	A/P CHECK FORMS	172.92
1 WAREHOUSE DIRECT	TONER	114.56
<b>INVOICES TOTAL:</b>		<b>287.48</b>

**532300-POSTAGE**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	16.87
<b>INVOICES TOTAL:</b>		<b>16.87</b>

**1500-COMMUNITY DEVELOPMENT**

**523100-ADVERTISING**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 CARDMEMBER SERVICE	CREDIT/HOTEL FEE	-117.91
<b>INVOICES TOTAL:</b>		<b>-117.91</b>

**1600-BUILDING**

**526000-VEHICLE MAINTENANCE**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	585.06
<b>INVOICES TOTAL:</b>		<b>585.06</b>

\*\* Indicates pre-issue check.

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**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO OFFICE TECHNOLOGY GROUP	COPIER MAINTENANCE SERVICE	1,272.19
	<b>INVOICES TOTAL:</b>	<b>1,272.19</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.95
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	629.35
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	985.60
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	814.75
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	482.63
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 RICK SADOWSKI	VEHICLE GRAPHICS REMOVAL	90.00
1 ULTRA STROBE COMMUNICATIONS INC	SHIPPING/EQUIPMENT REPAIR	12.95
	<b>INVOICES TOTAL:</b>	<b>3,129.83</b>

**526050-VEHICLE SET UP**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ULTRA STROBE COMMUNICATIONS INC	CAMERA INSTALLATION	350.00
	<b>INVOICES TOTAL:</b>	<b>350.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MICHAEL BINGHAM	FOOD FOR POLICE TEST	104.10
** 1 CARDMEMBER SERVICE	LUNCH/MOVING DAY	225.60
1 IL ASSOC OF CHIEFS OF POLICE	POSTER	37.00
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	264.02
1 STATE GRAPHICS	TOW REPORTS/VEHICLE SEIZURE FORMS	749.88
1 WAREHOUSE DIRECT	INK CARTRIDGE	98.64
	<b>INVOICES TOTAL:</b>	<b>1,479.24</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	ENVELOPES/SHEET PROTECTORS	71.78
1 WAREHOUSE DIRECT	CREDIT - RETURNED ITEM	-299.76
	<b>INVOICES TOTAL:</b>	<b>-227.98</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORA ACKERLEY	CALEA CONFERENCE EXPENSES	978.60
1 MIREYA FLORES	EXPENSES/SPECIAL OLYMPICS	66.30

\*\* Indicates pre-issue check.

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1 KAREN GOFF	EXPENSES/SPECIAL OLYMPICS	310.46
1 NICHOLAS GRAY	TRAINING EXPENSES	88.80
1 MICHAEL KMIECIK	TRAINING EXPENSES	81.00
1 PETE RAKIEWICZ	TRAINING EXPENSES	220.80
1 SCOTT YARWOOD	TRAINING EXPENSES	220.80
<u>INVOICES TOTAL:</u>		<u>1,966.76</u>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO BULLS	BENNY THE BULL APPEARANCE/NNO	525.00
1 DIVISION LLC	BMX STUNT BIKE APPEARANCE/NNO	1,600.00
1 THE FUN ONES	CARNIVAL GAMES/NNO	185.72
1 GAMIN' RIDE	MOBILE VIDEO GAME THEATER/NNO	449.00
1 JOE COTTON FORD	MINI-RACE TRACK RENTAL/NNO	500.00
1 LANDINI ENTERTAINMENT	TRACKLESS TRAIN/NNO	475.00
1 MORETTI'S	PIZZA DELIVERY FEE/NNO	20.00
1 ROYALE POLYNESIAN REVUE	ENTERTAINMENT SERVICES/NNO	695.00
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	44.94
1 PATTI ANN UMMEL	FACE PAINTING/FAMILY FUN NIGHT	450.00
1 PATTI ANN UMMEL	FACE PAINTING/NNO	900.00
<u>INVOICES TOTAL:</u>		<u>5,844.66</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLY BANK	SUBPOENA RESEARCH FEES	14.00
<u>INVOICES TOTAL:</u>		<u>14.00</u>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRECOR HOME FITNESS	TREADMILLS	6,275.00
1 TAPCO	SOLAR FLASHING SPEED LIMIT SIGNS	3,955.52
<u>INVOICES TOTAL:</u>		<u>10,230.52</u>

**1800-STREET MAINTENANCE**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	EQUIPMENT RENTAL	21.00
1 COMMUNICATIONS NORTHWEST	PORTABLE RADIO RENTAL	515.00
1 VERIZON WIRELESS	WIRELESS SERVICES	190.49
1 VERIZON WIRELESS	WIRELESS SERVICES	35.91
<u>INVOICES TOTAL:</u>		<u>762.40</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	25.38

\*\* Indicates pre-issue check.

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1 NICOR GAS	GAS BILL	43.06
1 NICOR GAS	GAS BILL	122.73
1 NICOR GAS	GAS BILL	47.24
1 NICOR GAS	GAS BILL	106.12
<b>INVOICES TOTAL:</b>		<b>344.53</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ILLINOIS SECRETARY OF STATE	TITLE/PLATES FOR NEW VEHICLE	103.00
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	2,275.07
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	350.00
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	681.52
1 ULTRA STROBE COMMUNICATIONS INC	TRUCK RADIO INSTALLATION	247.25
<b>INVOICES TOTAL:</b>		<b>3,656.84</b>

**527113-SERVICES TO MAINT. GROUNDS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	588.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPE MAINTENANCE	843.75
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	25.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	50.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	25.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	25.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	25.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	25.00
<b>INVOICES TOTAL:</b>		<b>1,606.75</b>

**527130-SIDEWALK & CURB REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIKE DAGLEY	SIDEWALK REPLACEMENT	143.00
1 JIM MCDEVITT	SIDEWALK REPLACEMENT	360.00
1 ERIC STOHLQUIST	SIDEWALK REPLACEMENT	487.50
<b>INVOICES TOTAL:</b>		<b>990.50</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING FLAGS	178.00
1 ROSE SANFORD	REIMBURSEMENT/DAMAGED MAILBOX	58.83
<b>INVOICES TOTAL:</b>		<b>236.83</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	6,461.93
1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS/JACKETS	241.09
<b>INVOICES TOTAL:</b>		<b>6,703.02</b>

\*\* Indicates pre-issue check.

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**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LEE JENSEN SALES CO INC	DELIVERY CHARGE/CHAIN SAW	75.00
1 LEE JENSEN SALES CO INC	CHAIN SAW RENTAL	50.00
1 LEE JENSEN SALES CO INC	CHAIN SAW PICK UP CHARGE	50.00
1 RUSSO'S POWER EQUIPMENT INC	TOOLS	880.67
1 RUSSO'S POWER EQUIPMENT INC	SAW BLADE	33.99
1 RUSSO'S POWER EQUIPMENT INC	TOOLS	9.42
1 RUSSO'S POWER EQUIPMENT INC	AIR FILTERS	91.48
<b>INVOICES TOTAL:</b>		<b>1,190.56</b>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	REFLECTIVE RAIN SUIT	36.00
<b>INVOICES TOTAL:</b>		<b>36.00</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AL WARREN OIL COMPANY INC	FUEL PURCHASE	5,270.88
<b>INVOICES TOTAL:</b>		<b>5,270.88</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/CREAMER/SUPPLIES	188.19
1 WAREHOUSE DIRECT	CLEANING SUPPLIES	7.61
1 WAREHOUSE DIRECT	BATTERIES	24.92
<b>INVOICES TOTAL:</b>		<b>220.72</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	182.60
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	20.70
1 MONROE TRUCK EQUIPMENT INC	EQUIPMENT MAINTENANCE SUPPLIES	54.28
1 TERMINAL SUPPLY CO	EQUIPMENT MAINTENANCE SUPPLIES	137.79
1 ULTRA STROBE COMMUNICATIONS INC	BRAKE LIGHT	152.95
<b>INVOICES TOTAL:</b>		<b>548.32</b>

**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M	MATERIALS & SUPPLIES	415.13
1 3M	MATERIALS & SUPPLIES	86.00
1 3M	MATERIALS & SUPPLIES	778.59
1 TRAFFIC CONTROL & PROTECTION INC	MAINTENANCE SUPPLIES	102.00
1 TRAFFIC CONTROL & PROTECTION INC	MAINTENANCE SUPPLIES	45.00
<b>INVOICES TOTAL:</b>		<b>1,426.72</b>

\*\* Indicates pre-issue check.

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**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLARKE AQUATIC SERVICES INC	AQUATIC MAINTENANCE SERVICES	2,336.00
1 LAFARGE NORTH AMERICA	BASEBALL SAND	149.88
<b>INVOICES TOTAL:</b>		<b>2,485.88</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	14.04
1 UNIFIRST CORPORATION	MATS	14.04
1 UNIFIRST CORPORATION	MATS	14.04
<b>INVOICES TOTAL:</b>		<b>42.12</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA MEETING FEES	40.00
<b>INVOICES TOTAL:</b>		<b>40.00</b>

**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	STONE PURCHASE	98.56
1 EARTH INC	GRAVEL PURCHASE/HAULING CHARGES	389.20
1 WELCH BROS INC	MAINTENANCE SUPPLIES	486.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	198.72
1 WELCH BROS INC	MAINTENANCE SUPPLIES	194.67
1 WELCH BROS INC	GRAVEL PURCHASE	177.35
1 WELCH BROS INC	MAINTENANCE SUPPLIES	178.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	2,132.66
1 WELCH BROS INC	MAINTENANCE SUPPLIES	825.30
<b>INVOICES TOTAL:</b>		<b>4,680.46</b>

**574800-TREE PURCHASES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ECOTURF MIDWEST INC	TREE MAINTENANCE MATERIALS	1,180.00
<b>INVOICES TOTAL:</b>		<b>1,180.00</b>

**2200-MFT EXPENDITURES**

**583005-MFT MAINTENANCE PROGRAM**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTRUCTION & GEOTECHNICAL	RESURFACING PROJECT	3,115.00
<b>INVOICES TOTAL:</b>		<b>3,115.00</b>

**583082-STEARNES RD COUNTY CRK CULVRT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HR GREEN INC	STEARNES ROAD PROJECT	13,342.67

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 13,342.67

**3000-DEBT SERVICE EXPENDITURES**

**523700-AGENTS FEES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELLS FARGO BANK	AGENT FEES/SERIES 2009	250.00
INVOICES TOTAL:		<u>250.00</u>

**4200-MUNICIPAL BLDG PROJECTS EXP**

**585058-2016 POLICE STATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	PIN 06-34-408-029-0000	205.13
1 FREDERICK QUINN CORPORATION	POLICE STATION PAYOUT #12	452,388.00
INVOICES TOTAL:		<u>452,593.13</u>

**5000-WATER OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AQUA BACKFLOW INC	BACKFLOW TRACKING PROGRAM	360.00
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-4	10,836.83
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-7	2,293.33
INVOICES TOTAL:		<u>13,490.16</u>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	EQUIPMENT RENTAL	21.00
1 VERIZON WIRELESS	WIRELESS SERVICES	190.49
INVOICES TOTAL:		<u>211.49</u>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MAY/JUNE 2018 BILLING	846.80
INVOICES TOTAL:		<u>846.80</u>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	1,583.50
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	145.00
INVOICES TOTAL:		<u>1,728.50</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	400.14

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1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	8,183.98
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	157.95
1	NICOR GAS	GAS BILL	41.90
1	NICOR GAS	GAS BILL	35.99
1	NICOR GAS	GAS BILL	36.53
<b>INVOICES TOTAL:</b>			<b>8,856.49</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IVY LANE CORPORATION	VEHICLE MAINTENANCE	69.67
<b>INVOICES TOTAL:</b>		<b>69.67</b>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	GRAVEL PURCHASE/HAULING CHARGES	389.20
1 MIDWEST CHLORINATING & TESTING INC	VALVE/SUPPLIES	8,818.28
1 WELCH BROS INC	GRAVEL PURCHASE	177.36
<b>INVOICES TOTAL:</b>		<b>9,384.84</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS & SUPPLIES	739.50
1 CORE & MAIN LP	MATERIALS & SUPPLIES	313.08
1 CORE & MAIN LP	MATERIALS & SUPPLIES	69.98
1 CORE & MAIN LP	MATERIALS & SUPPLIES	655.00
1 CORE & MAIN LP	MATERIALS & SUPPLIES	193.23
1 GRAINGER	MATERIALS & SUPPLIES	523.30
1 GRAINGER	MATERIALS & SUPPLIES	369.90
1 UNITED RENT-A-FENCE	PANEL FENCE/SANDBAGS	1,554.00
1 ZIEBELL WATER SERVICE	HYDRANT REPAIR PARTS	6,312.25
<b>INVOICES TOTAL:</b>		<b>10,730.24</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	1,235.17
1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS/JACKETS	241.09
<b>INVOICES TOTAL:</b>		<b>1,476.26</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/CREAMER/SUPPLIES	140.86
1 WAREHOUSE DIRECT	BATTERIES	24.92
1 WAREHOUSE DIRECT	BULLETIN BOARD/SUPPLIES	121.65
<b>INVOICES TOTAL:</b>		<b>287.43</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

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

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1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	20.71
1 USA BLUE BOOK	EQUIPMENT MAINTENANCE SUPPLIES	439.10
	<u>INVOICES TOTAL:</u>	<u>459.81</u>

**534500-GROUNDS MAINTENANCE MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 LAFARGE NORTH AMERICA	BASEBALL SAND	149.89
	<u>INVOICES TOTAL:</u>	<u>149.89</u>

**534600-BUILDING MAINTENANCE MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 UNIFIRST CORPORATION	MATS	14.04
1 UNIFIRST CORPORATION	MATS	14.04
1 UNIFIRST CORPORATION	MATS	14.04
	<u>INVOICES TOTAL:</u>	<u>42.12</u>

**500000-WATER FUND**

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

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SAM BUSCHER	REFUND/WATER BILL OVERPAYMENT	60.64
1 DAVID/EMILY FINK	REFUND/WATER BILL OVERPAYMENT	40.81
	<u>INVOICES TOTAL:</u>	<u>101.45</u>

**5090-WATER CAPITAL PROJECTS EXP**

**581038-VILLAGE SYSTEM IMPROVEMENTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 REMPE-SHARPE & ASSOCIATES INC	BARTLETT TRANSMISSION MAIN	12,649.00
	<u>INVOICES TOTAL:</u>	<u>12,649.00</u>

**5100-SEWER OPERATING EXPENSES**

**522500-EQUIPMENT RENTALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 CARDMEMBER SERVICE	EQUIPMENT RENTAL	21.00
1 RAIN FOR RENT	EQUIPMENT RENTAL	2,564.22
1 VERIZON WIRELESS	WIRELESS SERVICES	190.50
	<u>INVOICES TOTAL:</u>	<u>2,775.72</u>

**522720-PRINTING SERVICES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SEBIS DIRECT INC	MAY/JUNE 2018 BILLING	846.80
	<u>INVOICES TOTAL:</u>	<u>846.80</u>

\*\* Indicates pre-issue check.

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**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	1,018.50
	<b>INVOICES TOTAL:</b>	<b>1,018.50</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	104.05
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	65.45
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	147.51
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	97.45
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	72.73
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	191.61
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	212.60
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	150.37
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	113.46
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	200.03
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	105.29
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	166.66
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	84.32
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	185.35
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	398.96
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	293.85
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	246.56
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	435.39
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	317.53
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	356.95
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	210.41
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	182.54
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	129.15
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	147.38
1 NICOR GAS	GAS BILL	28.61
1 NICOR GAS	GAS BILL	32.87
1 NICOR GAS	GAS BILL	97.62
1 NICOR GAS	GAS BILL	29.06
1 NICOR GAS	GAS BILL	108.84
1 NICOR GAS	GAS BILL	27.97
1 NICOR GAS	GAS BILL	27.97
1 NICOR GAS	GAS BILL	97.30
1 NICOR GAS	GAS BILL	94.81
1 NICOR GAS	GAS BILL	29.18
1 NICOR GAS	GAS BILL	28.48
1 NICOR GAS	GAS BILL	29.18
1 NICOR GAS	GAS BILL	9.06
	<b>INVOICES TOTAL:</b>	<b>5,256.55</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	2,163.88

\*\* Indicates pre-issue check.

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INVOICES TOTAL: **2,163.88**

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	GRAVEL PURCHASE/HAULING CHARGES	389.20
1 NEENAH FOUNDRY COMPANY	FRAME/SOLID LID	236.00
1 WELCH BROS INC	GRAVEL PURCHASE	177.36
<u>INVOICES TOTAL:</u>		<b>802.56</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALCO LTD	DEMINERALIZER	108.00
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	51.40
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	117.69
<u>INVOICES TOTAL:</u>		<b>277.09</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	2,548.92
1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS/JACKETS	241.10
<u>INVOICES TOTAL:</u>		<b>2,790.02</b>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	413.90
1 HAWKINS INC	CHEMICAL SUPPLIES	2,924.33
1 HAWKINS INC	CHEMICAL SUPPLIES	3,964.33
1 HAWKINS INC	CHEMICAL SUPPLIES	2,624.89
1 STATE INDUSTRIAL PRODUCTS	CHEMICAL SUPPLIES	377.66
<u>INVOICES TOTAL:</u>		<b>10,305.11</b>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FULLIFE SAFETY CENTER	SAFETY GLASSES/GLOVES	429.39
<u>INVOICES TOTAL:</u>		<b>429.39</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	BATTERIES	24.92
1 WAREHOUSE DIRECT	BULLETIN BOARD/SUPPLIES	48.03
<u>INVOICES TOTAL:</u>		<b>72.95</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE UPS STORE	SHIPPING CHARGES	9.63
<u>INVOICES TOTAL:</u>		<b>9.63</b>

\*\* Indicates pre-issue check.

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**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACME TRUCK BRAKE & SUPPLY CO	EQUIPMENT MAINTENANCE SUPPLIES	89.88
** 1 CARDMEMBER SERVICE	MOTOR PURCHASE	514.00
1 CORE & MAIN LP	EQUIPMENT MAINTENANCE SUPPLIES	407.00
1 CORE & MAIN LP	EQUIPMENT MAINTENANCE SUPPLIES	407.00
1 CORE & MAIN LP	EQUIPMENT MAINTENANCE SUPPLIES	20.92
1 FLOW-TECHNICS INC	GUIDE RAIL REPAIRS	2,280.00
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	20.71
1 LAI LTD	EQUIPMENT MAINTENANCE SUPPLIES	1,251.60
1 WELCH BROS INC	MAINTENANCE SUPPLIES	580.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	32.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	73.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	324.00
<b>INVOICES TOTAL:</b>		<b>6,000.11</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	130.00
1 LAFARGE NORTH AMERICA	BASEBALL SAND	149.89
<b>INVOICES TOTAL:</b>		<b>279.89</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	14.04
1 UNIFIRST CORPORATION	MATS	14.04
1 UNIFIRST CORPORATION	MATS	14.04
<b>INVOICES TOTAL:</b>		<b>42.12</b>

**510000-SEWER FUND**

**200504-FRWRD PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE COUNTY SEWER TREATMENT	457.83
<b>INVOICES TOTAL:</b>		<b>457.83</b>

**5190-SEWER CAPITAL PROJECTS EXP**

**582025-SANITARY SEWER EVALUATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	NORTH AVENUE DYE WATER TESTING	1,640.50
<b>INVOICES TOTAL:</b>		<b>1,640.50</b>

**582028-DEVON EXCESS FLOW PLANT REHB**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY EVALUATION	1,503.75

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 1,503.75

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	400.00
1 UNIFIRST CORPORATION	MATS	16.78
1 UNIFIRST CORPORATION	MATS	16.78
1 UNIFIRST CORPORATION	MATS	16.78
<u>INVOICES TOTAL:</u>		<u>450.34</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	31.72
1 NICOR GAS	GAS BILL	27.98
<u>INVOICES TOTAL:</u>		<u>59.70</u>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	DSL LINE FOR METRA PAY BOXES	30.16
<u>INVOICES TOTAL:</u>		<u>30.16</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOMATED PARKING TECHNOLOGIES LLC	PAY STATION REPAIRS	251.00
<u>INVOICES TOTAL:</u>		<u>251.00</u>

**570200-BLDG & GROUNDS IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	2,248.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	1,055.00
<u>INVOICES TOTAL:</u>		<u>3,303.00</u>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUSTOM GROUP INC	CARPET CLEANING SERVICES	1,634.25
1 MARCO TECHNOLOGIES LLC	COPIER MAINTENANCE SERVICE	879.36
1 MARCO TECHNOLOGIES LLC	COPIER MAINTENANCE SERVICE	767.58
1 ROSCOE CO	MATS	112.76
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	550.00
<u>INVOICES TOTAL:</u>		<u>3,943.95</u>

\*\* Indicates pre-issue check.

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**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	ADVERTISING	20.00
	<b>INVOICES TOTAL:</b>	<b>20.00</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN KEY & LOCK CO INC	LOCK REPAIRS	279.10
	<b>INVOICES TOTAL:</b>	<b>279.10</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	305.35
	<b>INVOICES TOTAL:</b>	<b>305.35</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	HAND TOWELS/COTTON GLOVES	60.00
1 TRAVISMATHEW LLC	MATERIALS & SUPPLIES	76.06
	<b>INVOICES TOTAL:</b>	<b>136.06</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LOGSDON OFFICE SUPPLY	TONER CARTRIDGE	99.78
1 WAREHOUSE DIRECT	PAPER/BATTERIES	40.00
	<b>INVOICES TOTAL:</b>	<b>139.78</b>

**534331-PURCHASES - GOLF SHOES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COBRA PUMA GOLF INC	GOLF SHOES	80.55
	<b>INVOICES TOTAL:</b>	<b>80.55</b>

**534332-PURCHASES - GOLF BALLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF BALLS	456.82
1 ALL STAR PRO GOLF	APWA GOLF BALLS	78.27
1 VOLVIK USA	GOLF BALLS	250.74
1 WILSON SPORTING GOODS	GOLF BALLS	728.40
1 WILSON SPORTING GOODS	GOLF BALLS	564.85
	<b>INVOICES TOTAL:</b>	<b>2,079.08</b>

**534335-PURCHASES - MISC GOLF MDSE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DYNAMIC BRANDS	GOLF TOWELS	775.87
1 JOFIT LLC	GOLF APPAREL	557.29
1 ST ANDREWS PRODUCTS CO	MISC. GOLF MERCHANDISE	2,563.45

\*\* Indicates pre-issue check.

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1 TRAVISMATHEW LLC	GOLF APPAREL	1,222.61
1 VANTAGE CUSTOM CLASSICS INC	APWA GOLF OUTING JACKETS	1,239.97
	<b>INVOICES TOTAL:</b>	<b>6,359.19</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	PIN 06-34-100-026-0000	13.30
	<b>INVOICES TOTAL:</b>	<b>13.30</b>

**5510-GOLF MAINTENANCE EXPENSES**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	45.63
1 NICOR GAS	GAS BILL	101.80
	<b>INVOICES TOTAL:</b>	<b>147.43</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	1,100.00
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	1,305.00
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	366.66
	<b>INVOICES TOTAL:</b>	<b>2,771.66</b>

**5520-GOLF DRIVING RANGE EXPENSES**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RANGE SERVANT AMERICA INC	YARDAGE MARKERS	282.79
	<b>INVOICES TOTAL:</b>	<b>282.79</b>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	50.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	192.87
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	75.00
	<b>INVOICES TOTAL:</b>	<b>317.87</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	50.90
	<b>INVOICES TOTAL:</b>	<b>50.90</b>

\*\* Indicates pre-issue check.

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**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	HAND TOWELS/COTTON GLOVES	113.97
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	50.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	36.07
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	78.94
<b>INVOICES TOTAL:</b>		<b>278.98</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/BATTERIES	20.00
<b>INVOICES TOTAL:</b>		<b>20.00</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	300.00
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	85.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	87.63
1 EUCLID BEVERAGE LLC	BEER PURCHASE	145.72
1 EUCLID BEVERAGE LLC	BEER PURCHASE	199.78
1 GRECO AND SONS INC	FOOD PURCHASE	145.22
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	109.22
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	115.22
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	49.24
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	90.41
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	46.86
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	467.99
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	69.50
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	692.49
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	492.02
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	297.07
1 TEC FOODS INC	FOOD PURCHASE	50.00
<b>INVOICES TOTAL:</b>		<b>3,443.37</b>

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SERVICE	17.00
1 ALSCO	LINEN SERVICES	493.34
1 ALSCO	LINEN SERVICES	171.22
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	58.00
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	59.74
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	192.88
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	75.00
<b>INVOICES TOTAL:</b>		<b>1,067.18</b>

\*\* Indicates pre-issue check.

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**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	ADVERTISING	20.00
<b>INVOICES TOTAL:</b>		<b>20.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	50.90
<b>INVOICES TOTAL:</b>		<b>50.90</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	HAND TOWELS/COTTON GLOVES	264.64
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	140.22
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	49.99
1 MLA WHOLESALE INC	FLOWERS	40.90
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	36.08
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	78.95
<b>INVOICES TOTAL:</b>		<b>610.78</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/BATTERIES	81.56
<b>INVOICES TOTAL:</b>		<b>81.56</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BAKING INSTITUTE BAKERY CO	BAKERY PURCHASE	273.50
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	500.00
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	360.07
1 ELGIN BEVERAGE CO	BEER PURCHASE	304.31
1 EUCLID BEVERAGE LLC	BEER PURCHASE	10.00
1 GRECO AND SONS INC	FOOD PURCHASE	917.59
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	360.43
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	490.44
1 GRECO AND SONS INC	FOOD PURCHASE	333.71
1 GRECO AND SONS INC	FOOD PURCHASE	285.08
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	85.30
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	49.24
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	90.41
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	49.60
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	75.50
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	46.86
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	267.98
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	317.92
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	492.92
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	688.70

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 7/17/2018**

1 SYSCO FOOD SERVICES - CHICAGO	CREDIT - RETURN	-65.39
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	984.19
1 TEC FOODS INC	FOOD PURCHASE	128.50
<b>INVOICES TOTAL:</b>		<b>7,046.86</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	MIXER	5,440.19
<b>INVOICES TOTAL:</b>		<b>5,440.19</b>

**5580-GOLF MIDWAY EXPENSES**

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	84.09
1 CIGAR WERKS INC	CIGAR PURCHASE	392.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	83.48
1 EUCLID BEVERAGE LLC	BEER PURCHASE	671.95
1 EUCLID BEVERAGE LLC	BEER PURCHASE	154.35
1 EUCLID BEVERAGE LLC	BEER PURCHASE	365.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	345.62
1 LAKESHORE BEVERAGE	BEER PURCHASE	168.80
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	377.30
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	137.20
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	210.46
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	224.56
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	93.78
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	242.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	17.61
<b>INVOICES TOTAL:</b>		<b>3,568.20</b>

**6000-CENTRAL SERVICES EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	SERVICE CALL	35.90
<b>INVOICES TOTAL:</b>		<b>35.90</b>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLACK BOX NETWORK SERVICES	PHONE SYSTEM MAINTENANCE	150.00
1 DELL MARKETING L.P.	SAN HARDWARE SUPPORT RENEWAL	8,125.52
1 IDENTITY AUTOMATION LP	ANNUAL MAINT/SUPPORT RENEWAL	1,106.00
<b>INVOICES TOTAL:</b>		<b>9,381.52</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 7/17/2018

**523001-PERSONNEL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	357.00
	<b>INVOICES TOTAL:</b>	<b>357.00</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KENNETH BURRIS	PLUMBING SERVICES	450.00
1 ABSOLUTE DOORS & HOME SERVICES	GARAGE DOOR OPENER REPLACEMENT	1,399.00
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	221.51
1 MIDWEST MECHANICAL	EQUIPMENT MAINTENANCE	406.89
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JUNE 2018	3,728.00
1 UNIFIRST CORPORATION	MATS	52.20
1 UNIFIRST CORPORATION	MATS	52.20
1 UNIFIRST CORPORATION	MATS	52.20
1 WEBMARC DOORS INC	DOOR REPAIR SERVICE	129.00
	<b>INVOICES TOTAL:</b>	<b>6,491.00</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	DSL LINE FOR VILLAGE HALL	65.45
1 VERIZON WIRELESS	WIRELESS SERVICES	328.15
1 VERIZON WIRELESS	WIRELESS SERVICES	114.03
	<b>INVOICES TOTAL:</b>	<b>507.63</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	430.59
1 NICOR GAS	GAS BILL	101.40
	<b>INVOICES TOTAL:</b>	<b>531.99</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	COMPUTER CABLES	64.95
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	322.56
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	124.18
1 WAREHOUSE DIRECT	PAPER	385.92
1 WAREHOUSE DIRECT	CREAMER/TRUVIA	52.28
	<b>INVOICES TOTAL:</b>	<b>949.89</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SUPPLIES	320.50
	<b>INVOICES TOTAL:</b>	<b>320.50</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 7/17/2018**

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	COMPUTER CABLES	118.91
1 TOWN & COUNTRY GARDENS	FLOWERS	159.98
<b>INVOICES TOTAL:</b>		<b>278.89</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	15.94
<b>INVOICES TOTAL:</b>		<b>15.94</b>

**6100-VEHICLE REPLACEMENT EXPENSES**

**570180-STREETS VEH REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LANDMARK FORD INC	FORD TRUCK	61,835.00
1 RALPH HELM INC	RIDING MOWER	14,926.00
<b>INVOICES TOTAL:</b>		<b>76,761.00</b>

**7000-POLICE PENSION EXPENDITURES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REIMER DOBROVOLNY & KARLSON LLC	LEGAL SERVICES	1,545.84
<b>INVOICES TOTAL:</b>		<b>1,545.84</b>

**GRAND TOTAL: 1,138,661.83**

GENERAL FUND	432,378.15
MOTOR FUEL TAX FUND	16,457.67
DEBT SERVICE FUND	250.00
MUNICIPAL BUILDING FUND	452,593.13
WATER FUND	60,484.15
SEWER FUND	36,672.40
PARKING FUND	4,094.20
GOLF FUND	38,555.03
CENTRAL SERVICES FUND	18,870.26
VEHICLE REPLACEMENT FUND	76,761.00
POLICE PENSION FUND	1,545.84
<b>GRAND TOTAL</b>	<b>1,138,661.83</b>

\*\* Indicates pre-issue check.

CASH & INVESTMENT REPORT  
May 31, 2018

Fund	Disbursements			Detail of Ending Balance			
	4/30/2018	Receipts	5/31/2018	Cash	Investments	Net Assets/Liab.	5/31/2018
General	11,214,343	1,623,517	1,614,278	7,376,819	5,179,734	(1,332,970)	11,223,582
MFT	3,677,652	99,338	0	2,428,745	1,467,837	(119,593)	3,776,989
Debt Service	671,916	93,542	389,713	214,061	161,158	525	375,745
Capital Projects	39,972	48	0	22,831	17,189	0	40,020
Municipal Building	5,691,847	11,241	0	302,784	227,954	5,172,349	5,703,088
Developer Deposits	3,667,762	13,047	0	123,776	3,674,268	(117,235)	3,680,809
Town Center TIF	272,245	0	0	0	0	272,245	272,245
59 & Lake TIF	0	0	0	0	0	0	0
BC Municipal TIF	482,570	596	46,070	254,950	191,941	(9,795)	437,096
Bluff City Tif Municipal	21,128	26	0	0	0	21,154	21,154
Water	8,092,526	782,913	146,871	1,245,455	937,578	6,545,534	8,728,567
Sewer	19,524,477	404,876	247,922	417,057	313,910	18,950,463	19,681,431
Parking	85,733	12,856	9,816	39,272	29,566	19,934	88,772
Golf	631,718	260,842	134,308	0	0	758,252	758,252
Central Services	342,261	97,154	125,990	170,356	128,254	14,816	313,425
Vehicle Replacement	2,692,223	50,661	0	585,253	440,614	1,717,017	2,742,884
<b>TOTALS</b>	<b>64,799,923</b>	<b>3,450,654</b>	<b>2,714,968</b>	<b>13,181,360</b>	<b>12,770,004</b>	<b>31,892,696</b>	<b>57,844,059</b>
BC Project TIF	4,320,559	121,941	116,600	4,325,901	0	0	4,325,900
Bluff City Project TIF	600	1	0	601	0	0	601
Bluff City SSA Debt Srv.	828,095	1,044	8,214	0	0	820,925	820,925
Police Pension	39,967,290	690,360	140,423	963,455	39,543,946	9,826	40,517,227



Todd Dowden  
Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT  
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND  
 FISCAL YEAR 2018/19 as of May 31, 2018

Fund	Revenues			Expenditures			
	Actual	Current Year Budget	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	1,623,517	22,259,999	7.29%	1,614,278	24,035,326	6.72%	6.01%
MFT	99,338	2,179,958	4.56%	0	3,548,225	0.00%	0.00%
Debt Service	93,542	3,206,718	2.92%	389,713	3,198,750	12.18%	13.38%
Capital Projects	48	400	12.05%	0	0	0.00%	0.00%
Municipal Building	11,241	2,489,650	0.45%	0	9,378,906	0.00%	0.01%
Developer Deposits	13,047	105,000	12.43%	0	1,528,000	0.00%	0.00%
Town Center TIF	0	0	0.00%	0	0	0.00%	0.00%
Bluff City SSA	1,044	993,020	0.11%	8,214	1,155,000	0.71%	0.44%
59 & Lake TIF	0	78,000	0.00%	0	78,000	0.00%	0.00%
Bluff City Municipal TIF	26	28,500	0.09%	0	28,000	0.00%	0.00%
Bluff City Project TIF	1	1,881,000	0.00%	0	1,880,000	0.00%	0.00%
Brewster Creek Municipal TIF	596	668,000	0.09%	46,070	708,877	6.50%	6.91%
Brewster Creek Project TIF	121,941	8,360,000	1.46%	116,600	8,463,720	1.38%	0.00%
Water	782,913	39,932,200	1.96%	146,871	39,206,347	0.37%	0.28%
Sewer	404,876	5,075,000	7.98%	247,922	5,626,286	4.41%	2.45%
Parking	12,856	231,500	5.55%	9,816	217,042	4.52%	3.59%
Golf	260,842	2,397,150	10.88%	134,308	2,347,087	5.72%	4.59%
Central Services	97,154	1,162,763	8.36%	125,990	1,458,006	8.64%	8.47%
Vehicle Replacement	50,661	651,770	7.77%	0	356,500	0.00%	0.00%
Police Pension	690,360	4,747,655	14.54%	140,423	4,747,655	2.96%	2.68%
Subtotal	4,263,999	96,448,283	4.42%	2,980,204	107,961,727	2.76%	2.35%
Less Interfund Transfers	(226,533)	(3,474,938)	6.52%	(226,533)	(3,474,938)	6.52%	0.00%
Total	4,037,466	92,973,345	4.34%	2,753,671	104,486,789	2.64%	2.43%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 MAJOR REVENUE BUDGET COMPARISONS  
 FISCAL YEAR 2018/19 as of May 31, 2018

Fund	Actual	Current Year		Prior YTD %
		Budget	Percent	
Property Taxes	322,792	10,943,187	2.95%	0.22%
Sales Taxes (General Fund)	167,379	2,425,000	6.90%	6.57%
Income Taxes	565,171	3,700,000	15.27%	5.80%
Telecommunications Tax	66,248	765,000	8.66%	9.74%
Real Estate Transfer Tax	183,417	645,000	28.44%	18.99%
Building Permits	67,041	690,000	9.72%	13.50%
MFT	94,336	1,095,000	8.62%	8.24%
Water Charges	770,960	9,900,000	7.79%	5.75%
Sewer Charges	399,267	4,945,000	8.07%	6.16%
Interest Income	46,725	248,900	18.77%	7.57%
Gas Utility Tax	58,668	25,000	234.67%	149.00%
Electric Utility Tax	11,223	10,000	112.23%	103.56%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 GOLF FUND DETAIL (Excluding Capital Projects)  
 FISCAL YEAR 2018/19 as of May 31, 2018

Fund	Actual	Current Year		Percent
		Budget		
<b>Golf Program</b>				
Revenues	164,591	1,428,150		11.52%
Expenses	75,421	1,335,621		5.65%
Net Income	89,170	92,529		96.37%
<b>F&amp;B - Restaurant</b>				
Revenues	20,619	156,000		13.22%
Expenses	20,258	313,051		6.47%
Net Income	361	(157,051)		-0.23%
<b>F&amp;B - Banquet</b>				
Revenues	59,949	685,000		8.75%
Expenses	35,610	632,815		5.63%
Net Income	24,339	52,185		46.64%
<b>F&amp;B - Midway</b>				
Revenues	15,683	128,000		12.25%
Expenses	3,020	65,600		4.60%
Net Income	12,664	62,400		20.29%
<b>Golf Fund Total</b>				
Revenues	260,842	2,397,150		10.88%
Expenses	134,308	2,347,087		5.72%
Net Income	126,534	50,063		252.75%

**Sales Taxes**

Month	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
May	146,546	126,506	175,701	173,657	178,983	170,734	186,214	201,320
June	137,130	164,604	195,692	193,303	201,968	200,031	224,385	219,629
July	176,678	165,519	190,898	186,097	188,547	194,738	211,186	224,268
August	180,229	177,919	180,797	184,425	190,872	206,213	209,930	215,328
September	177,173	187,893	182,163	189,650	183,399	198,880	206,205	208,760
October	168,710	177,758	165,188	170,530	188,055	212,286	212,435	219,639
November	162,303	161,152	181,865	174,037	179,846	204,437	207,123	221,599
December	171,232	164,341	165,852	153,005	163,529	178,413	201,075	206,836
January	166,523	167,926	168,154	210,506	187,865	194,219	190,934	196,530
February	171,856	157,086	147,189	151,678	141,054	149,630	167,837	180,413
March	168,981	177,777	147,039	128,886	141,609	161,850	159,411	167,379
April	132,397	152,124	162,595	153,553	170,308	178,006	186,494	
<b>Total</b>	<b>1,959,758</b>	<b>1,980,605</b>	<b>2,063,133</b>	<b>2,069,327</b>	<b>2,116,036</b>	<b>2,249,438</b>	<b>2,363,230</b>	

**% increase -7.33% 0.86% 4.17% 0.30% 2.26% 4.52% 4.77% 5.00%**

**Budget 1,950,000 1,950,000 1,975,000 2,010,000 2,075,000 2,115,000 2,205,000 2,400,000**

<b>Warrant/EFT#: EF 0016647</b>				
Fiscal Year:	2018	Issue Date:	05/08/18	
Warrant Total:	\$167,378.68	Warrant Status:		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1270131	8A1270131	\$167,378.68

IOC Accounting Line Details						
Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$167,378.68	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description	
Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 05/07/2018
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: FEB. 2018 COLL MO: MAR. 2018 VCHR MO: MAY. 2018
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

**MOTOR FUEL TAX**

Month	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18
May	89,807	85,450	89,115	104,788	106,665	89,988	93,139	91,478
June	86,890	83,830	75,066	71,924	80,212	58,408	58,737	72,645
July	82,123	78,002	87,721	84,361	89,915	103,948	94,278	95,252
August	89,014	90,041	87,924	99,063	61,056	100,154	89,533	89,970
September	86,580	88,420	76,347	70,076	83,006	67,441	79,032	79,527
October	99,672	79,216	83,510	90,026	89,337	87,626	91,489	91,053
November	73,018	88,011	89,027	77,655	90,552	101,486	93,216	92,796
December	93,136	92,981	85,014	103,117	103,771	93,002	97,757	91,055
January	89,163	115,721	82,788	90,866	97,525	89,828	92,928	93,233
February	96,459	83,346	70,348	83,687	74,031	90,531	88,602	80,765
March	77,675	84,943	83,251	65,802	37,978	77,861	75,544	80,062
April	89,807	82,622	70,866	75,969	95,841	93,782	90,224	94,336
<b>Subtotal</b>	<b>1,053,344</b>	<b>1,052,583</b>	<b>980,978</b>	<b>1,017,334</b>	<b>1,009,889</b>	<b>1,054,055</b>	<b>1,044,479</b>	<b>1,052,174</b>
Plus:								
High Growth	46,918	29,046	29,031	37,678	37,682	37,743	37,801	37,266
Jobs Now	179,796	179,796	179,796	179,796	359,592			
<b>Total</b>	<b>1,280,058</b>	<b>1,261,425</b>	<b>1,189,805</b>	<b>1,234,808</b>	<b>1,407,163</b>	<b>1,091,798</b>	<b>1,082,280</b>	<b>1,089,440</b>
Budget	1,015,000	1,250,000	1,250,000	1,175,000	1,188,990	1,025,000	1,067,287	1,095,000
Annual Inc in \$ w/o High Growth	1.50%	-0.07%	-6.80%	3.71%	-0.73%	4.37%	-3.79%	20.83%



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets  
217-782-1662

Bartlett

Municipality Report

May 2, 2018

## MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR APRIL, 2018

Beginning Unobligated Balance		<b>\$2,687,896.42</b>
Motor Fuel Tax Allotment	\$94,336.10	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		<b>\$94,336.10</b>
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		<b>\$2,782,232.52</b>

**PROCESSED TRANSACTIONS:**



*Proclamation  
National Night Out 2018  
Tuesday, August 7, 2018*

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on Tuesday, August 7, 2018 entitled “National Night Out”; and

WHEREAS, the “35th Annual National Night Out” provides an exceptional opportunity for Bartlett, Illinois to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the Village of Bartlett plays a vital role in assisting the Bartlett Police Department through joint crime, drug and violence prevention efforts in Bartlett, Illinois and is supporting “National Night Out 2018” locally; and

WHEREAS, it is essential all citizens of the Village of Bartlett be aware of the importance of crime prevention programs and understand the impact their participation can have on reducing crime, drugs and violence in Bartlett, Illinois; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are essential themes of the “National Night Out” program;

NOW, THEREFORE, I, VILLAGE PRESIDENT KEVIN WALLACE, do hereby call upon all citizens of Bartlett, Illinois to join the VILLAGE OF BARTLETT and the National Association of Town Watch in supporting the “35th Annual National Night Out” on Tuesday, August 7, 2018.

FURTHER, LET IT BE RESOLVED THAT I, VILLAGE PRESIDENT KEVIN WALLACE, do hereby proclaim Tuesday, August 7, 2018 as “NATIONAL NIGHT OUT” in Bartlett, Illinois.

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Village Clerk

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Village President



## APPOINTMENT

JULY 17, 2018

Chapter 2 of the Village's Municipal Code "created the Bartlett Emergency Management Agency (BEMA) to prevent, minimize, repair and alleviate injury or damage, resulting from disaster caused by enemy attack, sabotage or other hostile action, or from natural or technological causes or manmade disaster, in accordance with the Illinois Emergency Services and Disaster Act of 1992, 20 Illinois Compiled Statutes 3305/1 et seq."

The ordinance states the BEMA "shall be the lead agency in the development, maintenance and revision of the village comprehensive emergency preparedness plan." The Village's Emergency Operations Plan (EOP) was recently updated and revised and those revisions were approved by the Village Board on June 19, 2018.

The ordinance also authorizes the Village President to appoint a BEMA coordinator. The BEMA coordinator has the "direct responsibility for the organization, training, administration and operation of the BEMA subject to the direction of the Village President, as provided by statute. In the event of the absence, resignation or death or inability to serve as coordinator, the president, or any person designated by him/her shall be and act as coordinator until a new appointment is made."

There is currently a vacancy for the BEMA coordinator position. Since 2011, Commander Michael McGuigan has been responsible for revising and updating the Village's EOP, and keeping the Village's Illinois Emergency Management Agency (IEMA) certifications up-to date. He has also been responsible for maintaining the Village's certification as a StormReady Community, as well as maintaining the Village's Emergency Operations Center and emergency response equipment.

Therefore, I appoint Commander Michael McGuigan as the Bartlett Emergency Management Agency (BEMA) Coordinator.



## Agenda Item Executive Summary

Item Name Galleria of Bartlett- Approving and Directing the Execution of the Annexation Agreement between 59<sup>th</sup> and Army Trail Inc. and the Village of Bartlett Committee or Board Board

### BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

### EXECUTIVE SUMMARY

The Petitioner is requesting:

#### Annexation

Rezoning, upon Annexation, from the ER-1 (Estate Residence) to the B-3 (Neighborhood Shopping) Zoning District Site Plan Review;

#### Special Use Permits:

- To allow a drive-thru establishment,
- To serve alcohol, and
- To allow outdoor seating

#### Variations to allow parking in the setbacks:

- 30 foot reduction from the required 50 foot front yard (along Army Trail Road) to allow for parking,
- 12 foot reduction from the required 20 foot side yard (east property line) to allow for parking,
- 12 foot reduction from the required 20 foot side yard (west property line) to allow for parking, and
- 17 foot reduction from the required 30 foot rear yard (north property line) to allow for parking

The above requests are for a 1.59 acre property located on the north side of Army Trail Road about 450 feet east of Route 59.

The **Zoning Board of Appeals** reviewed the Petitioner's variation requests, conducted the public hearing and recommended **approval** at their July 5, 2018 meeting subject to the findings of fact outlined in the Staff Report.

The **Plan Commission** reviewed the Petitioner's requests and conducted the public hearing at their July 12, 2018 meeting subject to the conditions and findings of fact outlined in the Staff Report.

### ATTACHMENTS (PLEASE LIST)

CD Memo, Ordinance with Exhibits, Zoning Board of Appeals Meeting Minutes, Applicant Cover Letter, Application, Petition for Annexation, Location Map, Rendering and the Plan Commission Minutes will follow under separate cover

### ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance- Motion to approve Ordinance #2018-\_\_\_ An Ordinance Approving and Directing the Execution of the Annexation Agreement between 59<sup>th</sup> and Army Trail Inc. and the Village of Bartlett
- Motion

Staff: Jim Plonczynski, Com Dev Director

Date: July 9, 2018

**COMMUNITY DEVELOPMENT MEMORANDUM**

**18-126**

DATE: July 10, 2018  
TO: Paula Schumacher, Village Administrator  
FROM: Jim Plonczynski, Community Development Director  
RE: **(#18-09) Galleria of Bartlett**

---

**PETITIONER**

Ron DeRosa on behalf of 59<sup>th</sup> and Army Trail, Inc. and Attorney Francis Bongiovanni

**SUBJECT SITE**

North side of Army Trail Road, approximately 450 feet east of Route 59

**REQUESTS**

**Annexation**

**Rezoning, upon Annexation, from the ER-1 (Estate Residence) to the B-3 (Neighborhood Shopping) Zoning District**

**Site Plan Review;**

**Special Use Permits:**

- a) To allow a drive-thru establishment,
- b) To serve alcohol, and
- c) To allow outdoor seating

**Variations to allow parking in the setbacks:**

- a) 30 foot reduction from the required 50 foot front yard (along Army Trail Road) to allow for parking,
- b) 12 foot reduction from the required 20 foot side yard (east property line) to allow for parking,
- c) 12 foot reduction from the required 20 foot side yard (west property line) to allow for parking, and
- d) 17 foot reduction from the required 30 foot rear yard (north property line) to allow for parking

**SURROUNDING LAND USES**

<b>Subject Site</b>	<b><u>Land Use</u> Vacant</b>	<b><u>Comprehensive Plan</u> Mixed Use Bus. Park/ Estate Residential</b>	<b><u>Zoning</u> R-1*</b>
North	Single Family	Estate Residential	ER-3 PUD
South	Commercial	Commercial/ Mixed Use	B-3, B-3 PUD
East	Vacant	Mixed Use Bus. Park/Estate Residential	R-1*
West	Commercial	Commercial	B-3 PUD

\*Unincorporated DuPage County- Single Family

**DISCUSSION**

1. The Petitioner is requesting to **Annex** a 1.59 acre vacant parcel into the Village and to **Rezone** the property (upon annexation) from the ER-1 (Estate Residence) Zoning District to the B-3 (Neighborhood Shopping) Zoning District.
2. The Petitioner is also requesting a **Site Plan Review** for a proposed 12,033 square foot commercial building to be constructed for seven future tenants. The proposed 12,033 square foot commercial building would be oriented towards Army Trail Road with a drive-thru window located on the west side of the building.
3. The proposed building will consist of multiple colors and be constructed of metal panels, EIFS, fiber cement panels, aluminum canopies and a stone veneer along the bottom of the building on all four sides. The tallest portion of the building will be 27'-6" due to the parapet walls screening the mechanical equipment; however, the average height of the building would be 23'-6", meeting the Zoning Code requirement of 25'.
4. Army Trail Road is under the jurisdiction of DuPage County and the Petitioner has requested one curb cut for full access to this shopping center. This curb cut would be located directly across from the existing eastern curb cut into the Bartlett Square Shopping Center (along the south side of Army Trail Road).
5. Per Staff's request, the Petitioner has shown a cross-access easement to the property to the east when/if it develops to provide a vehicular connection between the two properties without having to access Army Trail Road.
6. The Site Plan identifies 78 parking stalls including 4 handicapped accessible parking stalls. This exceeds the Zoning Ordinance requirement of 74 stalls. A turn around stall and bike rack is also shown on the Site Plan.

7. A wood fence exists along the western property line and the Petitioner proposes to install a 6' board-on-board fence along the north and east property lines to screen the proposed commercial center from adjacent residential uses. The property to the north is open space maintained by the Far Hills Subdivision Homeowners Association and is wooded along the property line. There are also bushes and trees located on the property to the east. The Petitioner will not preserve any trees or bushes that exist on the Subject Property.
8. The Village of Bartlett's Bike Path Map depicts a future bike path on the north side of Army Trail Road along the frontage of this property. As requested by Staff, a 10' wide bike path will be installed to connect this proposed center with the commercial center to the west. DuPage County has requested additional right-of-way be dedicated to include the bike path. The right-of-way dedication will take place after the Village Board approvals.
9. The Petitioner is also requesting the following **Variations** to allow parking in the setbacks:
  - a. 30 foot reduction from the required 50 foot front yard (along Army Trail Road) to allow for parking,
  - b. 12 foot reduction from the required 20 foot side yard (east property line) to allow for parking,
  - c. 12 foot reduction from the required 20 foot side yard (west property line) to allow for parking, and
  - d. 17 foot reduction from the required 30 foot rear yard (north property line) to allow for parking
10. A **Special Use Permit** is being requested to allow a drive-through pick-up window to be located on the west side of the building. The menu/order board will be located on the north side of the building and will provide stacking for five (5) vehicles in accordance with the Zoning Ordinance. Both the northern drive aisle and the western drive aisle would be one-way with angled parking, a by-pass lane and "Do Not Enter" signs to direct traffic. This configuration is consistent with every other building with a drive-thru in the Village of Bartlett. The one-way traffic pattern improves vehicular circulation and safety on the site.
11. A **Special Use Permit** is also being requested for the serving of alcohol for each of the future tenants. Each tenant would need to acquire the proper liquor license before serving. The Petitioner has indicated the restaurant will not provide video gaming to their patrons at this time.
12. The Petitioner is also requesting a **Special Use Permit** to allow outdoor seating for the entire shopping center in front of any of the commercial spaces, if the future tenant so chooses. A perimeter fence around the outdoor seating area will need to be installed if alcohol is to be served outside.

13. Stormwater will be located below the east and south parking lots. The Engineering Plans are being reviewed by our Village Engineer and Stormwater Consultant.
14. The Traffic Impact Analysis was submitted on June 20, 2018. The Village's Traffic Engineer reviewed the plans and the documentation provided adequately addressed any comments pertaining to traffic, parking and on-site circulation.
15. The Engineering Plans are currently under Staff Review.

### **RECOMMENDATION**

1. The Staff recommends **approval** of the petitioner's requests subject to the following conditions and Findings of Fact:
  - A. Submit a Unified Business Center Sign Plan to be reviewed and approved by the Community Development Staff;
  - B. The Plat of Easements including the cross access easement, underground stormwater management easement and public utility and drainage easements shall be recorded prior to the issuance of an occupancy permit for the building that will be constructed on the Subject Property;
  - C. Staff approval of the Engineering Plans;
  - D. Building permits shall be required for all construction activities;
  - E. The Petitioner shall obtain a liquor license if requested;
  - F. An outdoor fence must be installed before serving alcohol outside;
  - G. Signage shall be reviewed and approved separately by the Community Development Department in accordance with the Sign Ordinance;
  - H. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to Community Development for review and approval by the Village Arborist and a bond posted in the approved amount for its future installation;
  - I. Landscaping must be installed within one year of the issuance of a building permit;
  - J. Findings of Fact (Site Plan):
    - i. That the proposed commercial building is a permitted use in the B-3 Zoning District;
    - ii. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
    - iii. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
    - iv. That the site plan provides for the safe movement of pedestrians within the site;

- v. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)
  - vi. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.
  - K. Findings of Fact: Special Use Permits (drive-thru establishment, to serve alcohol and outdoor seating)
    - i. The proposed drive-thru, serving of alcohol and outdoor seating are desirable to provide uses which are in the interest of public convenience and will contribute to the general welfare of the community;
    - ii. That the proposed drive thru, serving of alcohol and outdoor seating will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
    - iii. That the special uses shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.
2. The **Zoning Board of Appeals** reviewed the Petitioner's variation requests, conducted the public hearing and recommended **approval** at their July 5, 2018 meeting based upon the following Findings of Fact:
- A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
  - B. That conditions upon which the petition for variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.
  - C. That the purpose of the variation is not based exclusively upon a desire to make money out of the property.
  - D. That the alleged difficulty or hardship is caused by the provision of this Title and has not been created by any person presently having an interest in the property.
  - E. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
  - F. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in

the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.

- G. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.
3. The **Plan Commission** reviewed the Petitioner's requests and conducted the public hearing at their July 12, 2018 meeting subject to the conditions and Findings of Fact outlined above by Staff.
  4. The Ordinances along with the exhibits, meeting minutes and background information are attached for your review and consideration.

alz/attachments

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ORDINANCE 2018- \_\_\_\_\_

AN ORDINANCE APPROVING AND DIRECTING THE  
EXECUTION OF THE ANNEXATION AGREEMENT BETWEEN 59<sup>th</sup> AND ARMY  
TRAIL INC. AND THE VILLAGE OF BARTLETT

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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 the Annexation Agreement dated July 17, 2018, between 59<sup>th</sup> and Army Trail Inc. and the Village of Bartlett, a copy of which is appended hereto and expressly incorporated herein (the "Agreement"), is hereby approved.

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

**SECTION THREE:** That the Village Clerk is authorized and directed to cause a certified copy of this Ordinance and the attached Agreement to be recorded with the Cook County Recorder.

**SECTION FOUR: SEVERABILITY.** The various provisions of this Ordinance are to be considered as severable, and of any part or portion of this Ordinance shall be held 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 FIVE: 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 SIX: EFFECTIVE DATE.** This Ordinance shall be in full force and effect upon passage and approval.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**PASSED: July 17, 2018**

**APPROVED: July 17, 2018**

\_\_\_\_\_  
**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 2018-\_\_\_\_enacted on July 17, 2018 and approved on July 17, 2018, as the same appears from the official records of the Village of Bartlett.

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

**ANNEXATION AGREEMENT BETWEEN THE VILLAGE OF BARTLETT  
AND 59<sup>TH</sup> AND ARMY TRAIL, INC.**

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This Agreement, made and entered into at Bartlett, Illinois this 17<sup>th</sup> day of July, 2018, by and between the VILLAGE OF BARTLETT, a municipal corporation, in the State of Illinois and home rule unit of local government (the "Village") by and through the President and Board of Trustees (the "Corporate Authorities") and 59<sup>TH</sup> AND ARMY TRAIL, INC., an Illinois Corporation located at 1301 Schiferl Road, Bartlett, Illinois 60103 (alternatively referred to as the "Petitioner" or "Owner/Developer").

**RECITALS:**

WHEREAS, the Owner/Developer is the owner of record of certain real estate consisting of approximately 1.59 acres, which real estate is hereinafter sometimes referred to in its entirety as the "Property", and is legally described in Exhibit A as attached hereto, and as depicted on the Plat of Annexation to the Village of Bartlett (the "Plat of Annexation") attached hereto as Exhibit B.

WHEREAS, the Property constitutes territory which is contiguous to the Corporate limits of the Village, is not within the Corporate limits of any municipality, and has no electors residing thereon, and may therefore be annexed to the Village as provided in 65 ILCS 5/7-1-8, upon submittal of a Petition for Annexation of the Property signed by the Owner/Developer; and

WHEREAS, the Village is a municipal corporation organized and existing under the laws of the State of Illinois; and

WHEREAS, the Owner/Developer desires to have the Property annexed to the Village, and has filed its sworn Petition for Annexation pursuant to 65 ILCS 5/7-1-8 with the Village Clerk, which is incorporated herein by reference, requesting annexation of the Property upon certain terms and conditions set forth below; and

WHEREAS, in addition to its Petition for Annexation of the Property to the Village of Bartlett, the Owner/Developer has heretofore submitted to the Village its petition (the "Land Use Approvals Petition") for the enactment of all ordinances required to approve the following: (i) rezone the Property to be Annexed from the current County zoning classification R-1 (Single Family District) in DuPage County (which, upon annexation to the Village, would automatically be reclassified to the ER-1 (Estate Residence) District by operation of law) to the B-3 (Neighborhood Shopping) District; (ii) approval of the Site Plan (iii) grant Special Use Permits to: (a) to allow outdoor seating, (b) allow a drive-thru establishment, (c) to serve alcohol; and (iv) grant variations for (a) a 30 foot reduction from the required 50 foot front yard (along Army Trail Road) to allow for parking in the setback, (b) 12 foot reduction from the required 20 foot side yard (east property line) to allow for parking in the setback, (c) a 12 foot reduction from the required 20 foot side yard

(west property line) to allow for parking in the setback, and (d) a 17 foot reduction from the required 30 foot rear yard (north property line) to allow for parking in the setback (collectively, the "Land Use Approvals"); and

WHEREAS, the Bartlett Zoning Board of Appeals (the "ZBA") held a public hearing on July 5, 2018 on the portion of the Owner/Developer's Land Use Approvals Petition requesting the grant of variations to allow parking in the setback areas reduced as follows: (i) a 30 foot reduction in the required 50 foot front yard (along Army Trail Road); (ii) a 12 foot reduction in the required 20 foot side yard (along the east property line); (iii) a 12 foot reduction in the required 20 foot side yard (along the west property line); and (iv) a 17 foot reduction in the required 30 foot rear yard (along the north property line) (collectively, the "Variations"); and

WHEREAS, said public hearing before the ZBA was held pursuant to public notice published in a newspaper with a general circulation within the Village not less than 15 nor more than 30 days prior to the public hearing, a certified copy of said newspaper Certificate of Publication having been filed by the Owner/Developer with the Village Clerk, and by written notice mailed by certified mail, return receipt requested, addressed to the owners of property located within 250 feet of the perimeter of the Property, excluding public right-of-way, as evidenced by the copy of the mailed notice and the return receipts filed by the Owner/Developer with the Village Clerk; and

WHEREAS, the ZBA has made its report to the Corporate Authorities, including the requisite findings of fact in support of granting the Variations, and has recommended the granting of the Variations to the Corporate Authorities; and

WHEREAS, the Bartlett Plan Commission (the "Plan Commission" held a public hearing on July 12, 2018 on that portion of the Owner/Developer's Land Use Approvals Petition requesting (i) Rezoning of the Property to the B-3 (Neighborhood Shopping") District, (ii) the grant of Special Use Permits for (a) outdoor seating, (b) a drive-thru establishment, and (c) the serving of alcohol (collectively, the "Special Use Permits"), (iii) approval of the Site Plan, and"; and

WHEREAS, said public hearing before the Plan Commission was held pursuant to a public notice published in a newspaper of general circulation in the Village not less than 15 nor more than 30 days prior to said public hearing, and written notice was mailed by certified mail, return receipt requested, addressed to all owners of property located within 250 feet of the perimeter of the Property, excluding public right-of-way, with a certified copy of the newspaper's Certificate of publication and copies of the mailed notice and returned receipts filed by the Owner/Developer with the Village Clerk; and

WHEREAS, the Plan Commission has made its report to the Corporate Authorities regarding the Galleria of Bartlett Development, including its recommendation of approval of the rezoning of the Property to the B-3 (Neighborhood Shopping) District, the grant of the Special Use Permits, and approval of the Site Plan; and

WHEREAS, written notices of the proposed annexation of the Property were sent to the Trustees of the Bartlett Fire Protection District the Trustees of the Bartlett Library District, and the Trustees of the Bartlett Park District copies of which are on file with the Village Clerk and are incorporated herein by reference; and

WHEREAS, written notices of the proposed annexation of the Property were sent to the Wayne Township Supervisor, and Commissioner of Highways of the Township of Wayne, and to the Chief Executive Officer for the U-46 School District, copies of which are on file and are incorporated herein by reference; and

WHEREAS, the Village, upon acceptance of this Agreement, and subject to compliance with statutory notice requirements, agrees to pass an ordinance to annex the Property to the Village (the "Annexation Ordinance"), with an accurate map of the territory to be annexed attached thereto, and to pass one or more ordinances approving and granting the Land Use Approvals; and

WHEREAS, the Village President and Board of Trustees of the Village of Bartlett (the "Corporate Authorities") have held a public hearing on this Annexation Agreement pursuant to public notice published in a newspaper of general circulation in the Village not less than 15 nor more than 30 days prior to said public hearing, a copy of said newspaper's certificate of publication having been filed by the Owner/Developer with the Village Clerk; and

WHEREAS, the Corporate Authorities caused a notice stating that annexation of the Property (as described in said notice) is contemplated, and published said notice in a newspaper of general circulation within the territory to be annexed not less than ten (10) days before the passage of the Annexation Ordinance, and sent written notice to the taxpayer of record of the Property proposed to be annexed not less than fifteen (15) days before the passage of the Annexation Ordinance; and

WHEREAS, this Agreement is being entered into pursuant to the provisions of 65 ILCS 5/11-15.1-1 through 11-15.1-5;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

#### **I. ANNEXATION AND LAND USE APPROVALS**

The Owner/Developer has filed with the Village a sworn Petition to Annex the Property pursuant to 65 ILCS 5/7-1-8 which is on file with the Village Clerk. The Owner/Developer represents and warrants that it is the sole owner of the Property, that it holds fee simple title thereto, and that no electors reside on the Property. The Village agrees to pass an ordinance approving of this Annexation Agreement, and an ordinance annexing the Property to the Village. The Village further agrees to adopt all such ordinances approving and/or granting Rezoning, Special Use Permits, Variations, and Site Plan Approval ordinance(s) necessary to effectuate the provisions of this Agreement. Specifically the

Village agrees that at the same meeting at which this Agreement is approved, or at its next succeeding regular Board meeting thereafter, it will enact an ordinance (1) to annex the Property to the Village; and (2) an ordinance, hereinafter referred to as the "Galleria of Bartlett Rezoning & Development Ordinance", which (a) rezones the Property from the ER-1 Estate Residence Zoning District to the B-3 Neighborhood Shopping Zoning District under the Village of Bartlett Zoning Ordinance (the "Zoning Ordinance"); (b) granting the Special Use Permits for: (i) outdoor seating; (ii) drive-thru establishment; and (iii) serving alcohol; (c) granting Variations to allow parking in the front, sides and rear yard including (i) for a 30 foot reduction in the required front yard; (ii) a 12 foot reduction in the east side yard; (iii) a 12 foot reduction in the west side yard; and (iv) a 17 foot reduction in the required rear yard; and (d) approval of the Site Plan.

The Galleria Rezoning & Development Ordinance shall be subject to the following conditions:

1. Approval by the Village Engineer of the "Final Site Improvement Plans" prepared by Advantage Consulting Engineers dated 3/23/18 last revised \_\_\_\_/18 for the Property, which shall meet the requirements of the Bartlett Subdivision & PUD Ordinance (the "Subdivision Ordinance") as the same may be amended, and which shall include without limitation, a plan for the entire Property with respect to the public improvements, including, but not limited to (1) site grading and proposed locations of stockpiled and stored materials; (2) underground improvements; (3) water transmission mains, including domestic and fire flow; (4) sanitary interceptor and collector sewer lines to connect to sewage treatment facilities; (5) stormwater management, including, but not limited to, the acre feet of stormwater storage necessary for the Property and on-site and off-site floodwater routing (collectively, the "Final Engineering Plans").

2. Delivery to the Village of an executed Public Improvements Completion Agreement in form as incorporated in the Subdivision Ordinance, except for such modifications thereto as approved by the Village Attorney.

3. Submittal of a letter of credit or performance and payment bonds from a financial institution or surety meeting at least the minimum requirements therefor set forth in the Subdivision Ordinance, issued on behalf of the Owner/Developer to guarantee that for such of the following items: site grading; on-site and off-site underground improvements, including but not limited to water mains, vaults, and valve vaults, sanitary sewer mains and manholes and any required force main; curb cuts and driveway approaches; and all stormwater facilities, including storm sewer underground items, detention items, erosion control, sidewalk or bicycle path along Army Trail Road; and stormwater management improvements (collectively, the "Public Improvements") and certain private improvements, such as landscaping, will be timely completed, fully paid for, and maintained for a period of 18 months after acceptance of the Public Improvements by the Corporate Authorities. The amount of such security shall be as approved by the Village Engineer, and the form of such security shall be as set forth in the Subdivision Ordinance, except as modified and approved by the Village Attorney. The Public Improvements shall be completed and fully paid for within

12 months of when construction thereof commences, and when completed and approved by the Corporate Authorities to go into maintenance, the Owner/Developer shall have furnished a maintenance letter of credit or maintenance bond in form and substance as provided in the Subdivision Ordinance. In the event any of the Public Improvements are damaged as a result of construction activities on the Property, or in connection with the installation and construction of the off-site Public Improvements, all such damage shall be promptly repaired, or caused to be repaired, by the Owner/Developer without cost to the Village.

4. Recording of easements approved by the Village Engineer and Village Attorney for all drainage swales, detention and retention facilities and public utilities with appropriate access thereto, and for cross access and ingress and egress.

5. Creation of a single or master association to maintain all common areas.

6. Recording of a declaration of covenants, conditions and restrictions ("CCRs") approved by the Village Attorney for the development relating to maintenance of the common areas, landscaping, berms, swales and detention basin (if any).

7. All landscape improvements shall be in compliance with the landscaping requirements set forth in Chapter 11A of the Zoning Ordinance.

8. A Uniform Business Sign Plan in compliance with the Bartlett Sign Ordinance has not been submitted at this time, but will be submitted by the Owner/Developer in the future, and shall be subject to the approval of the Corporate Authorities after all requisite notices have been conducted by the Plan Commission. Provided a Unified Business Sign Plan for the Property is approved by the Corporate Authorities, subsequent modifications thereto and individual signs consistent therewith may be reviewed and approved separately by the Community Development Department.

9. Approval of all curb cuts and curb cut improvements by the DuPage County Highway Department. Approval by the DuPage County Highway Department (the "Highway Department") of the proposed curb cuts as depicted on the Site Development Plan on Army Trail Road, and the Owner/Developer's agreement to construct such turn lanes, acceleration lanes, deceleration lanes, road markings, and traffic control devices and measures recommended by the Highway Department, if any.

10. Approval of building elevation plans consistent with the Building Elevations, with colors and materials, dimensions and height of buildings labeled thereon, shall be submitted to the Community Development Department and the Building Department with any building plans submitted for a building permit.

11. Commencement of Construction. No construction of Public Improvements shall be commenced prior to submission of the letters of credit or performance and payment bonds as required in paragraph 4 of this Section; and certificates of insurance from the Owner/Developer and the contractors hired by the Owner/Developer to construct the Public Improvements have been furnished to the Village evidencing that each has in place commercial general liability, automobile, workers compensation and employers liability insurance in such amounts and coverages satisfactory to the Village and naming the Village as an additional insured thereon.

12. Landscaping shall be planted and installed within one (1) year of the issuance of a building permit and shall be in substantial conformance with the Preliminary Landscape Plan, except as modified to accommodate the Community Development Department's final comments and approval thereof (the "Final Landscape Plan") and shall be installed (weather permitting) prior to the issuance of an occupancy permit for the building being developed on the Property. If due to weather landscaping cannot be installed at the time of occupancy of any unit, conditional occupancy permit may issue provided a landscape bond has been submitted to the Bartlett Building Department prior to issuance of any such conditional occupancy permit. The landscape bond shall be issued by a surety company authorized by the Illinois Department of Insurance to issue and sign sureties, and shall be in an amount equal to 110% of the contract sum on an executed contract between the Owner/Developer and a licensed, insured and bonded landscape contractor, or 110% of an estimate to complete said work from Gary R. Weber Associates, Inc., the landscape architect that prepared the Preliminary Landscape Plan.

13. All Public Improvements shall be constructed and installed in strict conformance with the Final Engineering Plans and the Subdivision Ordinance, and the Property shall be developed in accordance with the Site Plan and in conformance with the Bartlett Building Code and other ordinances of the Village, and all Federal, State, and County laws, statutes, ordinances and regulations. Changes to the Site Plan shall not require an amendment to this Agreement, and may be approved by the Village Administrator.

14. Compliance with all the terms and conditions of this Annexation Agreement.

A. This Agreement in its entirety, at the option of the Owner/Developer, shall be null, void and of no force and effect unless the Property is validly annexed to the Village and validly zoned and classified in accordance with and as contemplated by this Agreement, and this Agreement has been fully executed by all Parties.

## **II. PLAT OF ANNEXATION**

Subject to compliance with the statutory notice requirements set forth in Section 7-1-13 of the Municipal Code (65 ILCS 5/7-1-13), as amended, immediately following the adoption of an ordinance approving of this Annexation Agreement, the Corporate

Authorities of the Village shall pass an ordinance annexing the Property to the Village of Bartlett. For purposes of said statute, the Owner/Developer as the taxpayer of record, waives formal notice of the proposed annexation of the Property to the Village and to the mailing of said notice by certified mail. Owner/Developer hereby consents to the passage of the Annexation Ordinance. The Village shall cause the Village Clerk to record the Annexation Ordinance after its passage, together with the Map of the Territory Annexed to the Village of Bartlett prepared by JLH Land Surveying Inc. and attached hereto as Exhibit B and expressly incorporated herein (the "Plat of Annexation") with the DuPage County Recorder of Deeds.

### **III. UTILITY IMPROVEMENTS.**

A. Off Site. Owner/Developer shall pay for and be responsible for the design, engineering, construction engineering and all other costs for installation of all off site (as well as on site) Public Improvements necessary (as determined in accordance with the Bartlett Building Code, the Subdivision Ordinance, the Village's ordinances of general applicability, or as reasonably required by the Village) for the Property and for all Public Improvements related to any development of the Property, and shall submit such additional engineering as requested by the Village Engineer for the areas falling outside of the Property. All such off site and on-site improvements shall be included in the guarantee for completion. The off-site utility improvements to be required shall be those necessary to service the Property as shown on the Final Engineering Plans as may be approved by the Village Engineer.

B. Wastewater Treatment Facilities - Public Sewer. The Village agrees that the Owner/Developer may connect to and extend the existing municipal wastewater collection system and that such connections shall be permitted upon payment of the Village's normal connection fees in force and effect at the time of connection, and the recapture fee set forth in Section IV, which the Owner/Developer agrees to pay, and upon receipt of applicable permits from the Illinois Environmental Protection Agency and any other governmental authority that has jurisdiction over said improvements. The Village, and the Owner/Developer agrees that the Property will be served by the Village of Bartlett Wastewater Treatment Plant. If requested by the Village, the Owner/Developer shall also convey easements for access and for utilities, including, but not limited to, water, sanitary sewer, storm sewer, drainage, electric, telephone, cable television and natural gas as may be determined by the Village Engineer. Unless otherwise agreed herein, the utilities required under this provision shall be those necessary to serve the Property and be as shown on the Preliminary Engineering Plans.

C. Water Supply and Water System Improvements. The Village agrees that the Owner/Developer may connect to and extend the existing municipal water distribution system, and that such connection shall be permitted upon payment of the Villages normal connection fees in force and effect at the time of connection and the recapture fee set forth in Section IV, which the Owner/Developer agrees to pay, and upon receipt of applicable permits any governmental authority that has jurisdiction over said improvements.

D. Storm Water Control Facilities and Drainage. Storm water management for the Property shall be designed and constructed in accordance with the Bartlett Subdivision Ordinance, as amended, which incorporates by reference the DuPage County Storm Water Management Ordinance, effective September 7, 1999, as amended.

#### **IV. RECAPTURE AGREEMENT AND OBLIGATIONS.**

The Property is subject to certain recapture obligations to pay its fair share of the costs to install certain water main, sanitary sewer, and related public improvements paid for by BAPS Chicago, LLC that benefit the Property as set forth in Bartlett Resolution 2014-36-R, which Resolution is expressly incorporated herein by reference. The Owner/Developer shall pay the sum of \$34,607.55 to BAPS Chicago, LLC prior to the issuance of a building permit for any building or development of the Property to satisfy the recapture obligations due on account of, and applicable to the Property as a benefitted property under said Resolution 2014-36-R.

#### **V. ROAD IMPROVEMENTS.**

There are no roadway improvements except for such curb cuts, aprons, turn lanes (if any), deceleration lanes (if any) that are to be constructed in the Army Trail Road right-of-way as may be required by the DuPage County Highway Department and which will be shown on the Final Engineer Plans.

#### **VI. BIKE PATH**

The Owner/Developer shall install a 10' wide bike path to the specifications laid out by DuPage County. The Owner/Developer will dedicate additional right-of-way along Army Trail Road to DuPage County including the bike path or will grant a permanent easement of said bike path as determined by DuPage County.

#### **VII. RESTORATION.**

Owner/Developer shall repair and replace, in accordance with their original sizes, standards and topography, in a manner satisfactory to the Village, all property damaged or disturbed by reason of its work in connection with the development of the Property within a reasonable time. Owner/Developer shall similarly repair and replace disturbed areas to their original grades and condition, except where modified in accordance with approved grading plans to be included in the Final Engineering Plans.

#### **VIII. FACILITIES TO BE UNDERGROUND.**

Owner/Developer shall provide that all utilities and communications facilities to be installed, including telephone, electric and cable television to serve the Property shall be underground, and this requirement shall be affixed to all building plans and engineering plans therefor. Owner/Developer shall not be responsible for the burying of any existing above ground off-site utilities adjacent to the Property.

## **IX. LIMIT ON VILLAGE RESPONSIBILITY FOR UTILITIES.**

The Village shall not be responsible for the installation of any public or private utilities on the Property, or for the installation of any public or private utilities off site in connection with the Property.

## **X. DONATIONS, CONTRIBUTIONS AND FEES**

A. Owner/Developer shall pay a \$2,000 annexation fee to the Village calculated at \$1,000 per acre of property being annexed. The Village acknowledges that the annexation of the Property will have relatively little impact on schools, parks, library, fire protection districts, or other public services within the Village; therefore, the Bartlett Donation Ordinance shall not be applicable to require donations to the taxing districts that supply said services. However, in the event the Property is not already annexed to School District U-46, the Bartlett Park District, the Bartlett Public Library District, and/or the Bartlett Fire Protection District, the Owner/Developer shall execute and file a petition to annex the Property to each such taxing district within 60 days of the passage of the ordinance annexing the Property to the Village.

B. Owner/Developer shall pay the sum of \$0.50 per square foot to the Village with respect to any new building to be constructed upon the Property to be Annexed as and for its contribution to the Municipal Building Fund, payable at the time of application for a building permit to construct a building upon the Property.

C. The Owner/Developer shall pay the Village's usual and customary tap on fees and connection fees for a connection to the Village's municipal sanitary sewer system and shall pay the Village's standard water and sewer rates as amended from time to time and made applicable throughout the Village to similarly classified water and sewer users in the Village.

## **XI. COMMENCEMENT OF CONSTRUCTION**

A. A building permit shall be issued for construction of the proposed buildings and improvements on the Property upon the filing, review and approval of the building plans and specifications for the proposed new building by the Bartlett Building Department (the "Building Plans and Specs"), provided the Building Plans and Specs are consistent with the approved Site Plan and meet the Bartlett Building Code and applicable federal, state and county laws, statutes, ordinances and rules and regulations..

B. The Village agrees that the Owner/Developer may make minor modifications to the Building Plans and Specs for the proposed building supporting said application for building permit, and the Village shall approve said minor modifications in accordance with the limitations and procedures set forth in Section 10-9-10B of the Bartlett Zoning Ordinance, provided said revised plans otherwise meet the applicable

Building Codes and are consistent with the Site Plan, the Building Elevations and the Final Landscape Plan.

## **XII. REQUIREMENTS OF OTHER JURISDICTIONS**

It is agreed that the Village is not liable or responsible for any restrictions on Village's obligations under this Agreement that may be required or imposed by any other governmental bodies or agencies having jurisdiction over the Property, the Village and/or the Owner/Developer, including, but not limited to county, state and federal regulatory bodies. Notwithstanding the foregoing, the Village will execute all permits and documents, complying with the Village's ordinances, requested by the Owner/Developer in connection with the approvals required by other governmental agencies having jurisdiction.

## **XIII. BUILDING CODES**

Owner/Developer shall comply in all respects with the Bartlett Building Code and the applicable Village ordinances pertaining to buildings which are in effect at the time Owner/Developer makes application to the Village for a building permit or permits in connection with the construction of buildings or structures on the Property, whether or not any of such ordinances are amended after the date hereof, unless otherwise specifically provided herein.

## **XIV. SOIL EROSION CONTROL**

Owner/Developer shall adhere to measures for the prevention of soil erosion during the development of the Property pursuant to the Village erosion control regulations in the Subdivision Ordinance, or the *Procedure and Standards for Urban Soil Erosion and Sedimentation Control in Illinois*, published in 1981, as amended, and the recommended procedures of the DuPage County Soil and Water Conservation District and any other applicable regulatory agencies, whichever is more restrictive. An erosion control plan shall be submitted by Owner/Developer to the Village with the Final Engineering Plans for the entire Property, and including but not limited to, such portions of the Property where any site grading, excavation and land balancing work is performed and/or dirt, fill or spoils piled or stored, and shall be subject to review and approval of the Village Engineer.

## **XV. BINDING EFFECT AND TERM.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their heirs, legatees, beneficiaries, successors in interest, assignees, lessees, and upon any successor municipal authorities of the Village and successor municipalities for a period of twenty (20) years from the date of execution hereof.

## **XVI. COMPLIANCE AND AMENDMENTS**

A. More Restrictive Requirements. Except as otherwise specified herein, all Village ordinances shall apply to the Property, Owner/Developer and all successors and assigns in title. If, during the terms of this Agreement, the provisions of the existing ordinances and regulations which may relate to the development, construction of improvements, buildings, appurtenances and all other development of any kind and character of the Property, are amended or modified in any manner so as to impose more stringent requirements shall unless otherwise excepted herein, be effective as applied to the Property so long as such amendments or modifications are non-discriminatory in their application and effect throughout the Village (excepting those other developments in the Village having annexation agreements - past, present, or future - providing otherwise).

B. Less Restrictive Requirements. If, during the term of this Agreement, except as otherwise specifically and expressly agreed upon in this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision development, construction of improvements, buildings or appurtenances, or any other development of any kind or character upon the Property, are amended or modified in a manner to impose less restrictive requirements on development of, or construction upon, properties in similarly zoned or developed parcels within the Village, then the benefit of such less restrictive requirements shall inure to the benefit of the Owner/Developer and, the Owner/Developer may elect to proceed with respect to the development of, or construction upon, the Property with the less restrictive amendment or modification so long as such amendments or modifications are non-discriminatory in their application and effect throughout the Village and are applicable generally to similarly zoned or developed parcels within the Village (excepting those other developments in the Village having annexation agreements - past, present or future - providing otherwise).

C. Amendments and Modifications. Amendments and modifications hereof may be affected by procedures established by law, in force from time to time, after the initial approval. The Village and/or the owner(s) of record of the Property, even if not the Owner/Developer named herein, may agree, in writing pursuant to applicable statutory and ordinance requirements, to amend and/or modify this Agreement with respect to the Property.

## **XVII. OBLIGATIONS**

A. All obligations of the Owner/Developer in this Agreement, including monetary obligations in existence now, as well as those which may come to exist in the future, as a result of this Agreement, shall constitute covenants running with the land and such monetary obligations shall also be liens upon the land.

B. It is specifically understood and agreed that the Owner/Developer shall have the right to sell, transfer, mortgage and assign all or any part of the Property and the improvements thereon to other persons, trusts, partnerships, firms or corporations for investment, building, financing, developing and all such purposes, and that said persons,

trusts, partnerships, firms or corporations shall be entitled to the same rights and privileges and shall have the same obligations as the Owner/Developer have under this Agreement and upon such transfer, such obligations shall be the sole obligations of the transferee, except for any bonds or guarantees posted by Owner/Developer on any subdivided or unimproved property for which an acceptable substitute letter of credit or surety bond has not been submitted to the Village as determined by the Village in its sole discretion; such obligations as to any vacant, unsubdivided land shall be the sole obligation of the transferee. The foregoing rights shall apply to any and all successors and assigns of the Owner/Developer.

C. Upon any sale or conveyance of any part of the Property by Owner/Developer or its successors or assigns and upon each said sale and conveyance, the purchaser shall be bound by and entitled to the benefits and obligations of this Agreement with respect to that part of the Property sold or conveyed. When any such purchaser agrees to assume Owner/Developer's obligations hereunder, and when the Village is notified of such purchaser and such agreement of assumption, the Village hereby agrees it shall consent to such assumption and it shall release Owner/Developer from its obligations hereunder with respect to that part of that Property sold or conveyed. A selling owner however, may only be released where: (a) provision has been made that all public improvements required by this Agreement, a duly executed Public Improvements Completion Agreement, or applicable Village Ordinance for the development of any parcel currently under development and being sold will be installed and guaranteed in accordance with this Agreement and the ordinances of the Village; and (b) all monetary obligations of the Owner/Developer then due to the Village as of the time of conveyance and attributable to the Property being conveyed have been satisfied in full.

#### **XVIII. REIMBURSEMENT.**

The Owner/Developer shall reimburse the Village for all attorney's fees, engineering design and review, construction engineering, planning consultants, Village staff time and costs incurred by the Village in connection with the processing and review of all matters pertaining to the Property, this Annexation Agreement, including the drafting and negotiation hereof and all matters pertaining to the Site Plan, engineering and all other matters related to the development of the Property during the entire term of this Agreement or until the Property is fully developed and all Public Improvements are accepted by the Village whichever is longer. Payment by Owner/Developer to the Village shall occur promptly after receipt by the Owner/Developer of invoices for such work. If such amounts are not paid within 30 days of invoice, Village shall have no further obligation to proceed or act upon any element of Owner/Developer's development, nor to issue any permits, building, occupancy or otherwise.

#### **XIX. 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 in connection with this Agreement or the annexation of the Property, the rezoning of the Property and/or the approval and grant of the Special use Permit, Variations, or approval of the Site Plan for the Property, or the development of the Property, including 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 attorney's 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. The Village and such officers, other officials, agents and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, Owner/Developer shall be entitled to settle any claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, other officials, agents and employees as the case may be. In the event the Corporate Authorities unreasonably withhold such approval or consent, Owner/Developer's obligation to indemnify and defend shall terminate. Owner/Developer agrees that the Village, its officers, other officials, agents and employees shall not be liable for any liability, losses, judgments, costs, fees, including reasonable attorney's fees and expenses arising out of or in connection with the Village's failure to the Land Use Approvals, provided, however, Owner/Developer does not relinquish its right to receive approval of the Land Use Approvals, building and occupancy permits and other permits, approval and licenses and to such extent Owner/Developer retains the right to legal or equitable action against the Village for declaratory judgment, injunctive relief and mandamus to enforce all of its rights under this Agreement, provided in no event shall the Village or any officer, agency or employee be liable for monetary damages or attorney's fees in connection therewith.

## **XX. COVENANT RUNNING WITH THE LAND.**

This Agreement constitutes a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto and all of their heirs, legal representatives, grantees, successors in interest, assignees, and lessees.

## **XXI. NO DISCONNECTION.**

The Owner/Developer and any of the Owner/Developer's successors in interest, shall not file, cause to be filed, or take any action that would result in the disconnection or deannexation of the Property from the Village of Bartlett during the term of this Agreement.

## **XXII. 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 powers pursuant to the provisions of Article VII, Section 6 of the Constitution of the State of Illinois. Simultaneously with the annexation of the Property and without further public hearings, the Village agrees, to the extent it may lawfully do so, adopt such ordinances as may be necessary to effectuate the use of its home rule powers. The Village recognizes and agrees that the entry into this Agreement, the annexation of the Property to the Village, and the approval of the Galleria of Bartlett Rezoning & Development Ordinance as set forth in Section I hereof, are upon the express reliance by the Owner/Developer of all of the terms and provisions hereof and that the Village shall take no action which shall in any way be contrary to, or inconsistent with, the terms and provisions of this Agreement.

## **XXIII. 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.

(1) Enforce or compel the performance of this Agreement, at law or in equity by suit, action, mandamus or any other proceedings, including specific performance.

(2) 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.

It is expressly acknowledged and agreed that except as provided in subparagraph (2) above, neither party shall have the right to seek or recover a judgment for monetary damage against the other or their respective officers, directors, employees, agents or elected public officials.

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, and/or the issuance of an occupancy permit in the event the Village deems the terms of this Agreement to have been violated.

C. Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform and performance shall be demanded. The parties

to this Agreement reserve the right to cure any default under this Agreement within 30 days from written notice of the default.

D. 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, the Village's reasonable attorneys' fees and costs and expenses incurred by the Village, provided the Village substantially prevails. In addition, if the Owner/Developer does not pay all fees provided for herein, the Village may withhold the issuance of building permits and/or occupancy permits until payment is received, and/or the appropriate security has been deposited. Village may use all legal and/or equitable remedies available to it to collect such fees and charges as are due.

E. In the event the Owner/Developer chooses to sue in order to enforce the obligations hereunder, the Village shall pay all costs and expenses incurred by the Owner/Developer, including, but not limited to, the Owner/Developer's reasonable attorneys' fees and costs and expenses incurred by the Owner/Developer, provided the Owner/Developer substantially prevails.

**XXIV. 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: Paula Schumacher, Village Administrator

cc: Bryan E. Mraz  
Bryan E. Mraz & Associates, P.C.  
111 East Irving Park Road  
Roselle, IL 60172

To the Owner/Developer: 59<sup>th</sup> and Army Trail, Inc.  
1301 Schiferl Road  
Bartlett, IL 60103  
Attention: Ron DeRosa

cc: Francis Bongiovanni  
Law Offices of Francis Bongiovanni  
108 N. Bokelman Street  
Roselle, IL 60172

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.

C. Cooperation. If, for any reason during the terms of this Agreement, any approval or permission granted hereunder regarding plans or plats of subdivision or zoning are declared invalid, the Village agrees to take whatever action is necessary to reconfirm such plans and zoning ordinances effectuating the zoning, variances and plat approvals proposed herein.

D. Joint Work Product. This Agreement is and shall be deemed and construed to be the joint and collective work product of the Village and Owner/Developer and, as such, this Agreement shall not be construed against any party, as the otherwise purported drafter of same, by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict in terms or provisions, if any contained herein.

E. Recording. This Agreement may be recorded in the office of the DuPage County Recorder of Deeds by either party; but the Owner/Developer shall pay the recording fee.

F. Ordinance and Amendments. The development of the Property shall be performed in compliance with the provisions of the Zoning Ordinance, Subdivision Ordinance, the Building Code, the Bartlett Municipal Code, and other ordinances and codes of the Village applicable to real estate development and/or building, except as otherwise provided herein.

G. No Merger. The provisions contained herein shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property or any part thereof to the Village. This Agreement shall be construed under the laws of the State of Illinois.

H. Entire Agreement. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Owner/Developer and the Village relative to the subject matter of this Agreement, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than those that are set out in this Agreement. Except as otherwise provided here, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless authorized in accordance with law and reduced in writing and signed by them.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Village of Bartlett, an Illinois  
municipal corporation

By: \_\_\_\_\_  
Kevin Wallace, Village President

Attest:

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

59<sup>th</sup> and Army Trail, Inc.

By: \_\_\_\_\_  
Its President:

Attest:

\_\_\_\_\_  
Its Secretary:

**EXHIBIT A**

PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

LOT 3 IN SMITH'S ASSESSMENT PLAT, OF PART OF THE SOUTH EAST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED OCTOBER 13, 1949 AS DOCUMENT NUMBER 578127 IN DUPAGE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH 68 DEGREES 22 MINUTES, 49 SECONDS WEST, 307.80 FEET; THENCE NORTH 00 DEGREES 18 MINUTES, 00 SECONDS EAST, 185.50 FEET; THENCE SOUTH 85 DEGREES , 50 MINUTES, 00 SECONDS EAST 308.00 FEET; THENCE SOUTH 04 DEGREES, 33 MINUTES 04 SECONDS WEST 277.40 FEET TO THE POINT OF BEGINNING.

PIN: 01-16-401-003

VICINITY MAP



(NOT TO SCALE)

# PLAT OF ANNEXATION

PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

LOT 3 IN SMITH'S ASSESSMENT PLAT, OF PART OF THE SOUTH EAST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED ON OCTOBER 13, 1949 AS DOCUMENT 578127 IN DUPAGE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH 68 DEGREES, 22 MINUTES, 49 SECONDS WEST, 307.80 FEET; THENCE NORTH 00 DEGREES, 18 MINUTES, 00 SECONDS EAST, 185.50 FEET; THENCE SOUTH 85 DEGREES, 50 MINUTES, 00 SECONDS EAST, 308.00 FEET; THENCE SOUTH 04 DEGREES, 33 MINUTES, 04 SECONDS WEST, 277.40 FEET TO THE POINT OF BEGINNING.

## TO THE VILLAGE OF BARTLETT

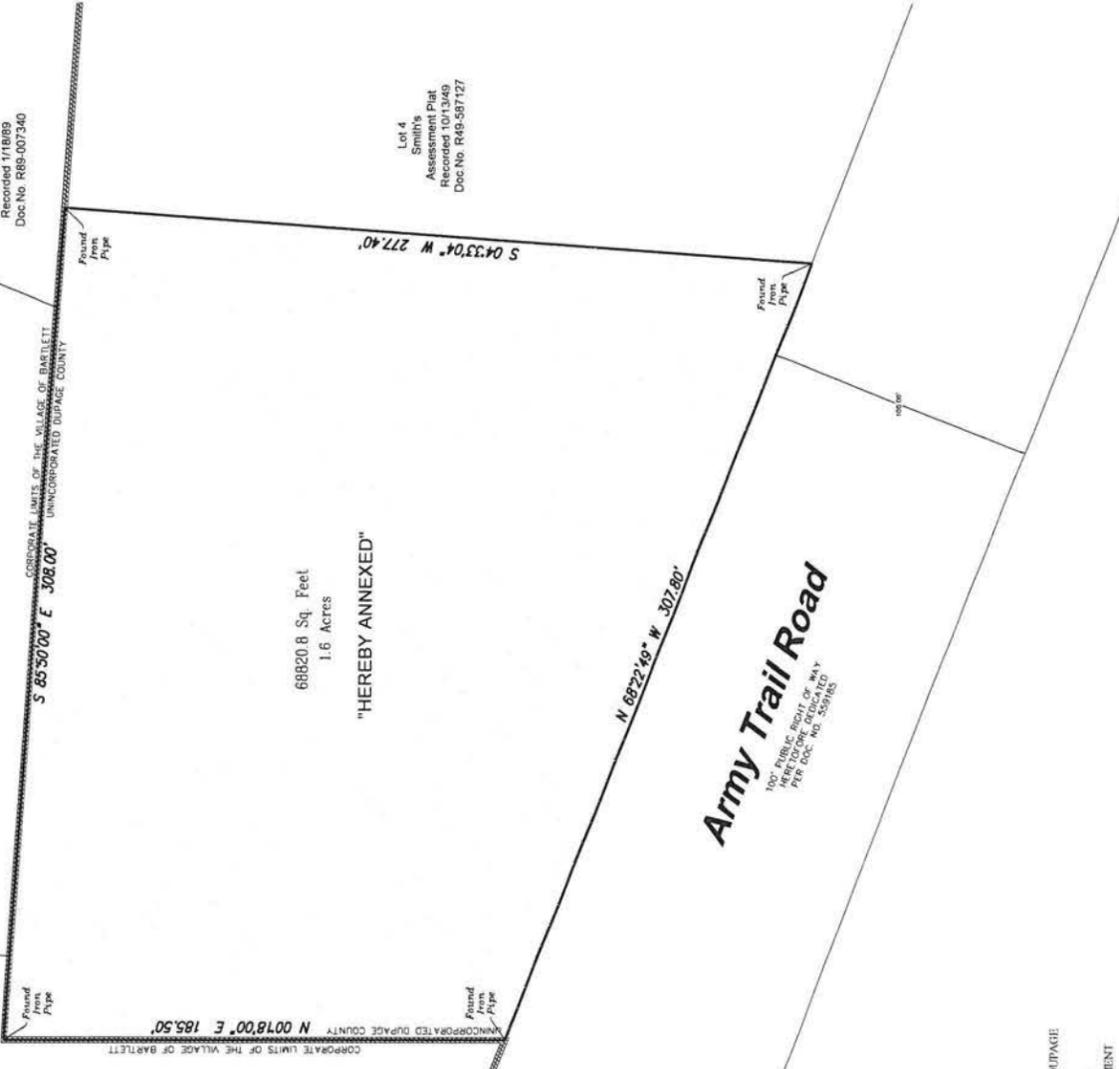
PIN: 01-16-401-003

Lot 1  
Sam & Danny's  
Subdivision  
Recorded 2/26/97  
Doc No. R97-029212

Old Lot 58  
Far Hills  
Subdivision  
Recorded 1/19/89  
Doc No. R89-007340

Lot 36  
Far Hills  
Subdivision  
Recorded 1/19/89  
Doc No. R89-007340

Lot 4  
Smith's  
Assessment Plat  
Recorded 10/13/49  
Doc No. R49-597127



RECORDER'S CERTIFICATE  
STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDERS OFFICE OF DUPAGE COUNTY, ILLINOIS, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018, AT \_\_\_\_ O'CLOCK \_\_\_\_ M, AND RECORDED IN MAP BOOK \_\_\_\_ PAGE \_\_\_\_ AS DOCUMENT NO. \_\_\_\_

BY: \_\_\_\_\_ COUNTY RECORDER

OWNERS AND SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS (ARE) THE LEGAL OWNER(S) OF THE LAND DESCRIBED ON THE SUBJECT PLAT, AND HAS (HAVE) CAUSED THE SAME TO BE SURVEYED AND INDICATED THEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH.

ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING ANNEXED AFORESAID AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, SAID PROPERTY LIES ENTIRELY WITHIN THE BOUNDARIES OF THE U-46 SCHOOL DISTRICT.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2018.

OWNER \_\_\_\_\_

OWNER \_\_\_\_\_

NOTARY'S CERTIFICATE  
STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

I HEREBY CERTIFY THAT (NAMES) IS (ARE) SUBSCRIBED TO THE FOREGOING CERTIFICATE IS (ARE) KNOWN TO ME AS SUCH OWNER (S).

GIVEN UNDER MY NOTARY SEAL, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

NOTARY PUBLIC \_\_\_\_\_

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:  
NAME: VILLAGE OF BARTLETT  
ADDRESS: 228 S. MAIN STREET  
BARTLETT, IL 60103  
TELEPHONE: 630-837-0800

ANNEXATION CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

THIS IS TO CERTIFY THAT THE PLAT HEREIN DRAWN IS A CORRECT REPRESENTATION OF THE TERRITORY ANNEXED TO THE VILLAGE OF BARTLETT, DUPAGE COUNTY, ILLINOIS

BY ORDINANCE NO. \_\_\_\_\_ APPROVED ON \_\_\_\_\_

DATED AT BARTLETT, ILLINOIS THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2018.

BY: \_\_\_\_\_ VILLAGE PRESIDENT

ATTEST: \_\_\_\_\_ VILLAGE CLERK

COUNTY HIGHWAY CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

THIS PLAT HAS BEEN APPROVED BY THE DUPAGE COUNTY HIGHWAY DEPARTMENT WITH RESPECT TO ROADWAY ACCESS TO COUNTY HIGHWAY 11 ARMY TRAIL ROAD PURSUANT TO 765 ILCS 2052. HOWEVER, A HIGHWAY PERMIT FOR ACCESS IS REQUIRED BY THE OWNER OF THE PROPERTY PRIOR TO CONSTRUCTION WITHIN THE COUNTY RIGHT OF WAY.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

BY: \_\_\_\_\_ COUNTY ENGINEER



LAND SURVEYOR CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KENDALL ) SS

THIS IS TO CERTIFY THAT I, JAMES L. HARPOLE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED FOR THE OWNERS THEREOF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

LOT 3 IN SMITH'S ASSESSMENT PLAT, OF PART OF THE SOUTH EAST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED ON OCTOBER 13, 1949 AS DOCUMENT 578127 IN DUPAGE COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT IRON STAKES HAVE BEEN SET AT ALL LOT CORNERS, POINTS OF CURVATURE AND TANGENCY, EXCEPT WHERE CONCRETE MONUMENTS ARE INDICATED, AND THAT THE PLAT HEREON DRAWN CORRECTLY REPRESENTS SAID SURVEY AND ANNEXTION. DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT THE FOREGOING PROPERTY FALLS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF BARTLETT, AND I FURTHER CERTIFY THAT NO PART OF SAID PROPERTY IS SITUATED WITHIN A FLOOD HAZARD AREA, AS PER NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP 1705050187, COMMUNITY PANEL NUMBER 0188, EFFECTIVE DATE DECEMBER 16, 2004.

DATED AT PLAINFIELD, ILLINOIS, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

JLH LAND SURVEYING, INC.  
JAMES L. HARPOLE, ILLINOIS PROFESSIONAL  
LAND SURVEYOR NO. 1190  
EXPIRES 11/30/2018

### JLH Land Surveying Inc.

Land Surveying Construction Services  
Illinois Professional Design Firm No. 184-007020  
910 Geneva Street, Shorewood, Illinois 60404  
815.729.4000 www.jlhasurvey.com

### LOT 3 IN SMITH'S ASSESSMENT PLAT

BARTLETT, ILLINOIS

### ADVANTAGE CONSULTING ENGINEERS

DATE	REVISIONS	BY
1/12/18	REVISE CERTIFICATES	JAH
3/12/18	VILLAGE REVIEW	JAH
3/19/18	VILLAGE REVIEW	JAH

PROJ. NO. 17-011  
DRAWN BY JAH  
CHECKED BY JAH  
DATE 1/19/2018  
SCALE 1"=30'  
SHEET 1 of 1  
17-032-1BB



Village of Bartlett  
Zoning Board of Appeals Minutes  
July 5, 2018

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M. Werden called the meeting to order at 7:02 pm.

Roll Call

Present: M. Werden, G. Koziol, B. Bucaro, J. Rasmussen, L. Hanson and J. Banno

Absent:

Also Present: R. Grill, Assistant CD Director, A. Zubko, Village Planner

Approval of Minutes

A motion was made to approve the minutes of the June 7, 2018 meeting.

Motioned by: G. Koziol

Seconded by: J. Rasmussen

Roll Call

Ayes: M. Werden, G. Koziol, B. Bucaro, J. Rasmussen and J. Banno

Abstain: L. Hanson

The motion carried.



Village of Bartlett  
Zoning Board of Appeals Minutes  
July 5, 2018

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**Case (#18-09)** Galleria of Bartlett

Variations:

- a) 30 foot reduction from the required 50 foot front yard (along Army Trail Road) to allow for parking,
- b) 12 foot reduction from the required 20 foot side yard (east property line) to allow for parking,
- c) 12 foot reduction from the required 20 foot side yard (west property line) to allow for parking, and
- d) 17 foot reduction from the required 30 foot rear yard (north property line) to allow for parking

**Public Hearing**

**The following Exhibits were presented:**

**Exhibit A - Picture of Sign**

**Exhibit B - Mail Affidavit**

**Exhibit C - Notification of Publication**

Attorney for the Petitioner, **Francis Bongiovanni** was sworn in by **M. Werden**.

**Francis Bongiovanni** stated also present are **Ron DeRosa** and **Alec DeRosa** whom are representatives of 59th & Army Trail Road Inc. the owners of the subject site. Also present for any questions is Architect, Chad Silvester. The petitioners are seeking four variations all related to parking, for a proposed seven unit shopping center called Galleria of Bartlett. This is approximately 1.59 acres located on the north side of Army Trail Road just east of Rt. 59. **Mr. DeRosa** has built dozens of commercial shopping centers as well as in the commercial center at Brewster Creek. **M. Werden** stated at first glance some of the variation were quite large and the property was unique. He asked if this property was similar to the property to the west. **A. Zubko** stated yes, the property to the west and to the south were granted variations for their parking to be about twenty feet from Army Trail Road. **M. Werden** stated he was sure this was because of the left and right turn lanes but he is surprised there isn't anyone in the audience from the developments behind with the 30 foot reduction in the rear. Any concerns must have settled. **A. Zubko** stated directly to the north of this property there is an HOA open space area, so they only about one neighbor. **G. Koziol** questioned the large line of trees separating the two properties, it is owned by the HOA so the trees will remain there, correct? **A. Zubko** stated yes. **B. Bucaro** asked if Staff received any calls regarding this project. **A. Zubko** stated she did receive one call today and after going through her concerns she chose not to email a letter. **M. Werden** asked if any other trees would be coming down. **F. Bongiovanni** stated no. **M. Werden** asked if there were any potential tenant's lined up. **F. Bongiovanni** stated yes, Beef Shack will take the unit on the west with the drive-thru, and have given a design layout for the amount of seating they anticipate. **M. Werden** asked to go back and look at the landscaping in the front of the building, will the parking be similar to what is to the west and will this connect to the other property? **A. Zubko** stated not to the west because of the retention pond, but there is a cross access easement going to the east if the adjoining property is ever developed. **G. Koziol** stated it was an excellent idea whomever thought of planning for the connection. So many developed properties don't connect and they can be quite an annoyance. **M. Werden** stated it is especially helpful in an emergency situation.

**M. Werden** asked if there were any comments or question from any members of the Board. **B. Bucaro** stated he think it's great anytime a developer wants to come into town and bring in tax dollars whether it be retail or commercial. He doesn't see any issues with any of the requested variances.

The Public Hearing portion of the meeting was open to the Public. No one came forward.



Village of Bartlett  
Zoning Board of Appeals Minutes  
July 5, 2018

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**M. Werden** stated apparently the Petitioner did a great job presenting this project because no one is in the audience to protest anything. He feels if it looks good and will be good for the Village and if no one is objecting, he usually doesn't object either.

**M. Werden** asked for a motion.

**G. Koziol** made a motion to pass along a positive recommendation to the Village Board to approve Case #18-09, Galleria of Bartlett.

**Motioned by: G. Koziol**  
**Seconded by: L. Hanson**

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

Roll Call

**Ayes: M. Werden, G. Koziol, B. Bucaro, J. Rasmussen, L. Hanson and J. Banno**

**Nays: None**

**The motion carried.**

**M. Werden** advised the Petitioner to stay in touch with **A. Zubko** as to when this case will be on the Village Board agenda.

**M. Werden** asked **F. Bongiovanni** when they plan on opening. **F. Bongiovanni** stated maybe in the next couple of months.



Village of Bartlett  
Zoning Board of Appeals Minutes  
July 5, 2018

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**Old Business/ New Business**

**M. Werden** asked if there was a motion to adjourn.

**Motioned by: G. Koziol**  
**Seconded by: B. Bucaro**

**All in favor.**

**Motion Carried.**

**The meeting was adjourned at 7:12 P.M.**

LAW OFFICES OF  
**FRANCIS J. BONGIOVANNI**

108 BOKELMAN STREET  
ROSELLE, IL 60172

PHONE (630) 295-8555  
FAX (630) 295-9555  
FBONGILAW@SBCGLOBAL.NET

April 12, 2018

SENT VIA HAND DELIVERY

Village President and Board of Trustees  
Village of Bartlett  
228 S. Main Street  
Bartlett, Illinois 60103

RE: Galleria of Bartlett Application for  
Annexation and Rezoning

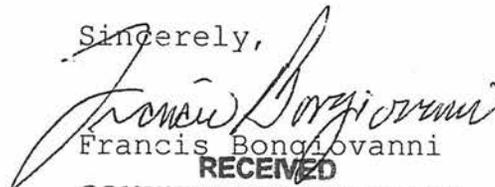
Dear Village President and Board of Trustees:

I represent 59<sup>th</sup> and Army Trail Road, Inc., the owner of property located at 30 W 100 Army Trail Road. Petitioner is seeking to annex 1.59 acres located in unincorporated DuPage County and rezone it from ER-1 to B-3. Petitioner is seeking to build a seven unit commercial retail center with at least one restaurant and a drive-thru. In addition, Petitioner is seeking parking variances and special uses for a drive-thru, outdoor seating and service of alcohol.

Petitioner has submitted a Development Application with all the required materials. Myself as well as Mr. DeRosa and Petitioner's experts will be available in person to discuss the request and answer any questions that the Village Board may have.

Thank you for your consideration.

Sincerely,

  
Francis Bongiovanni  
**RECEIVED**  
**COMMUNITY DEVELOPMENT**

**APR 13 2018**

C: Ron DeRosa

**VILLAGE OF  
BARTLETT**



# VILLAGE OF BARTLETT DEVELOPMENT APPLICATION

For Office Use Only  
 Case # 18-09  
**RECEIVED**  
**COMMUNITY DEVELOPMENT**  
*(Village Stamp)*  
**APR 13 2018**  
**VILLAGE OF BARTLETT**

**PROJECT NAME** Galleria of Bartlett

**PETITIONER INFORMATION (PRIMARY CONTACT)**

**Name:** Ron DeRosa; Francis Bongiovanni

**Street Address:** 1550 Hecht Road; 108 N. Bokelman St.

**City, State:** Bartlett, Illinois; Roselle, IL

**Zip Code:** 60103; 60172

**Email Address** [REDACTED]

**Phone Number:** 630-837-9900  
630-295-8555

**Preferred Method to be contacted:** Email

**PROPERTY OWNER INFORMATION**

**Name:** 59th & Army Trail, Inc.

**Street Address:** 1301 Schiferl Road

**City, State:** Bartlett, Illinois

**Zip Code:** 60103

**Phone Number:** 630-837-9900

**OWNER'S SIGNATURE:** \_\_\_\_\_

**Date:** April 12, 2018

**(OWNER'S SIGNATURE IS REQUIRED or A LETTER AUTHORIZING THE PETITION SUBMITTAL.)**

**ACTION REQUESTED** (Please check all that apply)

- Annexion
  - PUD (preliminary)
  - PUD (final)
  - Subdivision (preliminary)
  - Subdivision (final)
  - Site Plan (please describe use: commercial, industrial, square footage):  
7 unit commercial retail center with a restaurant and drive-through. Site are is 1.59 acres; Building area is 12,033 sq. ft.
  - Unified Business Center Sign Plan
  - Other (please describe) \_\_\_\_\_
- Text Amendment
  - Rezoning ER-1 to B-3
  - Special Use for: outdoor seating; drive-thru; serving alcohol
  - Variation: Parking -14 spaces less and parking setback

**SIGN PLAN REQUIRED?** Yes

(Note: A Unified Business Center Sign Plan is required for four or more individual offices or businesses sharing a common building entrance or private parking lot.)

**PROPERTY INFORMATION**

**Common Address/General Location of Property:** 30W100 Army Trail Road/Army Trail E of 59

**Property Index Number ("Tax PIN"/"Parcel ID"):** 01-16-401-003

**Zoning:** Existing: ER-1  
(Refer to Official Zoning Map)

**Land Use:** Existing: Vacant

Proposed: B-3

Proposed: Commercial

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

**Acreage:** 1.59

**For PUD's and Subdivisions:**

No. of Lots/Units: 1/7 units

Minimum Lot: Area 69,313 Width 308 Depth 277

Average Lot: Area \_\_\_\_\_ Width \_\_\_\_\_ Depth \_\_\_\_\_

**APPLICANT'S EXPERTS** (If applicable, including name, address, phone and email)

**Attorney** Francis Bongiovanni  
108 N. Bokelman Street  
Roselle, IL 6017

**Engineer** William Zalewski  
80 Main Street, Suite 17  
Lemont, Illinois 60439

**Other** Chad Sivester - Architect  
2610 Lake Cook Road, Suite 280 Riverwoods, IL 60015  
Riverwoods, IL 60015

**FINDINGS OF FACT (Standards)**

The Village of Bartlett Zoning Ordinance requires that certain findings of fact, or standards, must be met before a special use permit, variation, site plan or planned unit development may be granted. Each application for a hearing before the Plan Commission or Zoning Board of Appeals for a special use, variation, site plan or planned unit development must address the required findings of fact for each particular request. The petitioner should be aware that he or she must present specific testimony at the hearing with regards to the findings. **(On the following pages are the findings of fact, or standards, to be met. Please respond to each standard, in writing, as it relates to the case.)**

**\*\*PLEASE FILL OUT THE FOLLOWING FINDINGS OF FACT AS THEY  
RELATE TO YOUR PETITION\*\***

Findings of Fact for **Site Plans**: Pages 4-5

Findings of Fact for **Planned Unit Developments**: Pages 6-9

Findings of Fact for **Special Uses**: Page 10

Findings of Fact for **Variations**: Pages 11-12

**FINDINGS OF FACT FOR SITE PLANS**

Both the Plan Commission and Village Board must decide if the requested Site Plan meets the standards established by the Village of Bartlett Zoning Ordinance.

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

1. The proposed use is a permitted use in the district in which the property is located.

Since the property is located in the County of Dupage the property would come in as ER. The future land use map show this property as ER/Office. Petitioner is requesting rezoning to B3 District. Upon annexation and rezoning the proposed use will be a permitted use in the B3 District.

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

The proposed use and building is compatible with the property adjacent to the West and property across the street. The site plan attached provides the compatibility for parking, lighting and landscaping.

3. The vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well.

The site plan is in conformity with the standard and customary guidelines for ingress and egress and also for circulation within the site. The site will have easement for ingress and egress with the adjacent parcels to the east and west if requested by the Village.

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

The site plan will provide for safe movement of pedestrians within the site and around the perimeter.

5. There is sufficient mixture of grass, trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public. Any part of the site plan area not used for buildings, structures, parking or accessways shall be landscaped with a mixture of grass, trees and shrubs. (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements)

Per the Landscaping Plan attached hereto the proposed plan is compliant with existing Village codes.

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

Outdoor storage is in compliance with Village ordinance per the sheet 4 of the engineering plans and sheet 1 of the landscaping plans.

**FINDINGS OF FACT FOR SPECIAL USES**

Both the Plan Commission and Village Board must decide if the requested Special Use meets the standards established by the Village of Bartlett Zoning Ordinance.

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

1. That the proposed use at that particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.

The proposed outdoor seating, drive-thru and service of alcohol is ancillary to the restaurants which are the primary uses of the Center. Outdoor seating and a drive-thru is desirable and convenient to the public. The property is located on Army Trail Road just East of Route 59 which provides for the potential of many customers. Further a restaurant that serves alcohol is a desirable use in the community. They are necessary uses and desirable in the community and will contribute to the genral welfare of the neighborhood and community.

2. That such use will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity.

The Special Uses will not, under the circumstances, be detrimental to the health, safety, morals, or general welfare of the persons residing or working in the vicinity or be injurious to the property value or improvements in the vicinity. These uses will not only be compatible with all the uses surrounding the property which are commercial in nature but will add to the community. It will provide an additional restaurants for the community to enjoy.

3. That the special use shall conform to the regulations and conditions specified in this Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.

The Special Uses will conform to the regulations and conditions as specified for such use and we agree that those conditions will be made part of the formal authorization granted by the Village Board of Trustees. The Special Uses will adhere to applicable Village Ordinances and requirements.

**FINDINGS OF FACT FOR VARIATIONS**

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

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

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

Applicant is seeking a minimal variances for location of parking spaces to be located outside the parking building set back lines and for a reduction of 14 spaces. The shape of the lot and size of building require this variance. Based upon the shape of this particular property not too allow this slight variance would be of great hardship.

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- 2. That conditions upon which the petition for a variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.

Applicant is seeking a minimal variances for reduction in the number of parking spaces and location of parking spaces to be located outside the parking building set back lines. The shape of the lot and size of building require this variance. This variance makes it feasible to develop this property.

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

The purpose of the variations is to allow a better flow of traffic and for more safety in the use of the site and maximize the development potential. It is needed to comply with the Village parking requirements. The granting of the variance is not for the the exclusive desire to make more money.

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4. That the alleged difficulty or hardship is caused by the provisions of this Title and has not been created by any person presently having an interest in the property.

The Owner has not created the difficulties associated with this property. The difficulties and hardships are similar to other properties in the area and they have been granted similar variances. With these variances there will still be sufficient parking for the proposed uses.

5. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.

Other properties in the Village have been granted similar variances. This variation will allow development of this property. The granting of the variations will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.

6. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.

The granting of the variances will not have a negative effect on surrounding properties nor impair their light and air. The variance does not increase congestion on public streets or danger of fire or endanger the public safety. The variance will not diminish adjacent neighborhood value.

7. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.

The granting of the variances will allow maximum development of the uses on the property. The granting of this variance will not confer any special privileges to this property. Other properties in the Village have been granted similar variances.

**ACKNOWLEDGEMENT**

I understand that by signing this form, that the property in question may be visited by village staff and Board/Commission members throughout the petition process and that the petitioner listed above will be the primary contact for all correspondence issued by the village.

I certify that the information and exhibits submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the above signatures.

Any late, incomplete or non-conforming application submittal will not be processed until ALL materials and fees have been submitted.

SIGNATURE OF PETITIONER: 

PRINT NAME: Ron DeRosa

DATE: April 12, 2018

**REIMBURSEMENT OF CONSULTANT FEES AGREEMENT**

The undersigned hereby acknowledges his/her obligation to reimburse the Village of Bartlett for all necessary and reasonable expenses incurred by the Village for review and processing of the application. Further, the undersigned acknowledges that he/she understands that these expenses will be billed on an ongoing basis as they are incurred and will be due within thirty days. All reviews of the petition will be discontinued if the expenses have not been paid within that period. Such expenses may include, but are not limited to: attorney's fees, engineer fees, public advertising expenses, and recording fees. Please complete the information below and sign.

NAME OF PERSON TO BE BILLED: Ron DeRosa, 59th & Army Trail, Inc.

ADDRESS: 1301 Schiferl Road

Bartlett, IL 60103

PHONE NUMBER: 630-837-9900

EMAIL: \_\_\_\_\_

SIGNATURE: 

DATE: April 12, 2018

**VILLAGE OF BARTLETT  
PETITION FOR ANNEXATION**

TO THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF  
BARTLETT, ILLINOIS:

Petitioner(s) on oath states as follows:

1. 59th and Army Trail, Inc. (the "Petitioner") is the record owner(s) of the real property legally described on the attached Exhibit A.
2. That no portion of the Territory is within the corporate limits of any municipality and that the Territory is contiguous to the Village of Bartlett.
3. There are no electors (registered voters) residing in the Territory.
4. That a proposed Plat of Annexation for the Territory is attached hereto and made part of this Petition.
5. Petitioner has authorized and approved the filing of this Petition for Annexation with the Village of Bartlett.
6. The foregoing statements of fact are true and correct to the best of the Petitioner's knowledge and information.

WHEREFORE, the Petitioner respectfully requests that the Territory be annexed to the Village of Bartlett by ordinance of the President and Board of Trustees of the Village of Bartlett, pursuant to Section 7-1-8 of the Illinois Municipal Code of the State of Illinois, as amended and that such other action be taken as is appropriate on the premises.

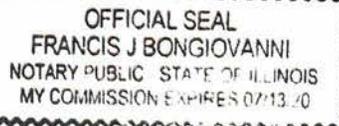
Dated this 10th day of May, 2018

Petitioner/Owner: \_\_\_\_\_

Signature, Title

Subscribed and sworn to before me this 10th day of May, 2018.

Signature  
Notary Public



# ZONING/LOCATION MAP

Galleria of Bartlett

Case #18-09 - Annexation, Rezoning, Special Uses, Variations, Site Plan and Unified Sign Plan







## Agenda Item Executive Summary

Item Name      Galleria of Bartlett- Annexing the 59<sup>th</sup> and Army  
Trail Inc. Property to the Village of Bartlett      Committee  
or Board      Board

### BUDGET IMPACT

Amount:      N/A      Budgeted      N/A

List what  
fund      N/A

### EXECUTIVE SUMMARY

The Petitioner is requesting:

#### Annexation

Rezoning, upon Annexation, from the ER-1 (Estate Residence) to the B-3 (Neighborhood Shopping) Zoning District  
Site Plan Review;

#### Special Use Permits:

- a) To allow a drive-thru establishment,
- b) To serve alcohol, and
- c) To allow outdoor seating

#### Variations to allow parking in the setbacks:

- a) 30 foot reduction from the required 50 foot front yard (along Army Trail Road) to allow for parking,
- b) 12 foot reduction from the required 20 foot side yard (east property line) to allow for parking,
- c) 12 foot reduction from the required 20 foot side yard (west property line) to allow for parking, and
- d) 17 foot reduction from the required 30 foot rear yard (north property line) to allow for parking

The above requests are for a 1.59 acre property located on the north side of Army Trail Road about 450 feet east of Route 59.

The **Zoning Board of Appeals** reviewed the Petitioner's variation requests, conducted the public hearing and recommended **approval** at their July 5, 2018 meeting subject to the findings of fact outlined in the Staff Report.

The **Plan Commission** reviewed the Petitioner's requests and conducted the public hearing at their July 12, 2018 meeting subject to the conditions and findings of fact outlined in the Staff Report.

### ATTACHMENTS (PLEASE LIST)

Ordinance with Exhibits and the Plan Commission Minutes will follow under separate cover

### ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance- Motion to approve Ordinance #2018-\_\_\_ **An Ordinance Annexing the 59<sup>th</sup> and Army Trail Inc. Property to the Village of Bartlett.**
- Motion

Staff:      Jim Plonczynski, Com Dev Director

Date:      July 9, 2018

ORDINANCE 2018 - \_\_\_\_\_

**AN ORDINANCE ANNEXING THE 59<sup>TH</sup> AND ARMY TRAIL INC. PROPERTY TO THE VILLAGE OF BARTLETT**

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**WHEREAS**, the territory hereinafter described is not within the corporate limits of any municipality, but is contiguous to the Village of Bartlett; and

**WHEREAS**, the territory hereinafter described lies within the Bartlett Fire Protection District, and the Village of Bartlett does not provide fire protection, but notice of the proposed annexation has been given as a courtesy to the Bartlett Fire Protection District; and

**WHEREAS**, the territory hereinafter described is part of the Bartlett Library District, and the Village of Bartlett does not provide public library services, and notice of the proposed annexation has been given as a courtesy to the Bartlett Library District; and

**WHEREAS**, the territory hereinafter described is not part of any Park District and the Village of Bartlett does not provide park services, but notice of the proposed annexation has been given as a courtesy to the Bartlett Park District; and

**WHEREAS**, the territory hereinafter described is located in Wayne Township and does not include any highway under the jurisdiction of the Township or any highway under the jurisdiction of any other township, but notice of the proposed annexation of the Territory has been given as courtesy to the Wayne Township Supervisor and Township Clerk; and

**WHEREAS**, a written Petition signed under oath by 59<sup>th</sup> and Army Trail LLC, an Illinois corporation, being the owner of record of all of the land within the territory hereinafter described, requesting annexation of the territory to the Village of Bartlett pursuant to Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8) has been filed with the Village Clerk of the Village of Bartlett; and

**WHEREAS**, no electors reside on the territory sought to be annexed to the Village of Bartlett; and

**WHEREAS**, the corporate authorities have determined that it is in the public interest to annex the territory hereinafter described to the Village of Bartlett;

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, that the following territory herein described:

PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

LOT 3 IN SMITH'S ASSESSMENT PLAT, OF PART OF THE SOUTH EAST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED OCTOBER 13, 1949 AS DOCUMENT NUMBER 578127 IN DUPAGE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH 68 DEGREES 22 MINUTES, 49 SECONDS WEST, 307.80 FEET; THENCE NORTH 00 DEGREES 18 MINUTES, 00 SECONDS EAST, 185.50 FEET; THENCE SOUTH 85 DEGREES, 50 MINUTES, 00 SECONDS EAST 308.00 FEET; THENCE SOUTH 04 DEGREES, 33 MINUTES 04 SECONDS WEST 277.40 FEET TO THE POINT OF BEGINNING.

PIN: 01-16-401-003; and (the "Territory"), is hereby annexed to the Village of Bartlett, an Illinois municipal corporation of DuPage, Cook and Kane Counties, Illinois.

**SECTION TWO:** That the Village Clerk is authorized and directed to cause a certified copy of this Ordinance, together with the Plat of Annexation thereof prepared by JLH Land Surveying Inc. dated January 10, 2018, last revised June 19, 2018, a copy of which is attached hereto as **Exhibit A**, the same being an accurate map of the Territory hereby annexed, to be recorded with the Recorder of Deeds and filed with the County Clerk of DuPage County, Illinois, and to report such annexation to the election authorities having jurisdiction in the Territory and the post office branches serving the Territory, within 30 days of such annexation.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED this 17<sup>th</sup> day of July, 2018**

**APPROVED this 17<sup>th</sup> day of July, 2018**

\_\_\_\_\_  
**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 2018-\_\_\_\_\_, enacted on July 17, 2018 and approved on July 17, 2018, as the same appears from the official records of the Village of Bartlett.**

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

VICINITY MAP



(NOT TO SCALE)

# PLAT OF ANNEXATION

PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

LOT 3 IN SMITH'S ASSESSMENT PLAT, OF PART OF THE SOUTH EAST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED ON OCTOBER 13, 1949 AS DOCUMENT 578127 IN DUPAGE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH 68 DEGREES, 23 MINUTES, 48 SECONDS WEST, 307.80 FEET; THENCE NORTH 00 DEGREES, 18 MINUTES, 00 SECONDS EAST, 185.50 FEET; THENCE SOUTH 65 DEGREES, 50 MINUTES, 00 SECONDS EAST, 308.00 FEET; THENCE SOUTH 04 DEGREES, 33 MINUTES, 04 SECONDS WEST, 277.40 FEET TO THE POINT OF BEGINNING.

## TO THE VILLAGE OF BARTLETT

PIN: 01-16-01-003



Lot 1  
Sara & Penny's  
Subdivision  
Recorded 2/28/97  
Doc No. R87-029212

Old Lot 58  
Far Hills  
Subdivision  
Recorded 1/18/89  
Doc No. R89-007340

Lot 36  
Far Hills  
Subdivision  
Recorded 1/18/89  
Doc No. R89-007340

Lot 4  
Smith's  
Assessment Plat  
Recorded 10/13/49  
Doc No. R49-587127

68820.8 Sq. Feet  
1.6 Acres

"HEREBY ANNEXED"

**Army Trail Road**  
100' PUBLIC RIGHT OF WAY  
PER DOC. NO. 558184

RECORDERS CERTIFICATE  
STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDERS OFFICE OF DUPAGE COUNTY, ILLINOIS, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018, AT \_\_\_\_ O'CLOCK \_\_\_\_ M., AND RECORDED IN MAP BOOK \_\_\_\_ PAGE \_\_\_\_ AS DOCUMENT NO. \_\_\_\_\_

BY: \_\_\_\_\_ COUNTY RECORDER

OWNERS AND SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS (ARE) THE LEGAL OWNER(S) OF THE LAND DESCRIBED ON THE SUBJECT PLAT, AND HAS (HAVE) CAUSED THE SAME TO BE SURVEYED AND INDICATED THEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH.

ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING ANNEXED AFORESAID AND TO THE BEST OF MY KNOWLEDGE AND BELIEF SAID PROPERTY LIES ENTIRELY WITHIN THE BOUNDARIES OF THE U-46 SCHOOL DISTRICT.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2018.

OWNER \_\_\_\_\_

OWNER \_\_\_\_\_

NOTARY'S CERTIFICATE  
STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

I HEREBY CERTIFY THAT (NAMES) IS (ARE) SUBSCRIBED TO THE FORGOING CERTIFICATE IS (ARE) KNOWN TO ME AS SUCH OWNER(S).  
GIVEN UNDER MY NOTARY SEAL, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

NOTARY PUBLIC \_\_\_\_\_

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:  
NAME: VILLAGE OF BARTLETT  
ADDRESS: 228 S. MAIN STREET  
BARTLETT, ILLINOIS 60403  
TELEPHONE: 630-837-0800

**JLH Land Surveying Inc.**  
Land Surveying Construction Services  
Illinois Professional Design Firm No. 084-00720  
815.729.4000 www.jlhsurvey.com

910 Geneva Street, Shorewood, Illinois 60404

ANNEXATION CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

THIS IS TO CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF THE TERRITORY ANNEXED TO THE VILLAGE OF BARTLETT, DUPAGE COUNTY, ILLINOIS

BY ORDINANCE NO. \_\_\_\_\_ APPROVED ON \_\_\_\_\_

DATED AT BARTLETT, ILLINOIS THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2018.

ATTEST: \_\_\_\_\_ VILLAGE PRESIDENT

\_\_\_\_\_ VILLAGE CLERK

LAND SURVEYOR CERTIFICATE  
STATE OF ILLINOIS )  
COUNTY OF KENDALL ) SS

THIS IS TO CERTIFY THAT I, JAMES L. HARPOLE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED FOR THE OWNERS THEREOF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

LOT 3 IN SMITH'S ASSESSMENT PLAT, OF PART OF THE SOUTH EAST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED ON OCTOBER 13, 1949 AS DOCUMENT 578127 IN DUPAGE COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT IRON STAKES HAVE BEEN SET AT ALL LOT CORNERS, POINTS OF CURVATURE AND TANGENCY, EXCEPT WHERE CONCRETE MONUMENTS ARE INDICATED, AND THAT THE PLAT HEREON DRAWN CORRECTLY REPRESENTS SAID SURVEY AND ANNEXATION. DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT THE FOREGOING PROPERTY FALLS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF BARTLETT, AND I HEREBY CERTIFY THAT NO PART OF SAID PROPERTY IS SITUATED WITHIN A FLOOD HAZARD AREA AS PER NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP 77049301694, COMMUNITY PANEL NUMBER 01694, EFFECTIVE DATE DECEMBER 16, 2004.

DATED AT PLAINFIELD, ILLINOIS, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

JLH LAND SURVEYING, INC.  
JAMES L. HARPOLE, ILLINOIS PROFESSIONAL  
LAND SURVEYOR NO. 3190  
EXPIRES 11/30/2018

GRAPHIC SCALE



MEASUREMENTS ARE FOR ANGULAR REFERENCES ONLY AND ARE NOT RELATED TO THIS OR MAGNETIC NORTH.

LOT 3 IN SMITH'S ASSESSMENT PLAT

BARTLETT, ILLINOIS

ADVANTAGE CONSULTING ENGINEERS

DATE	REVISIONS	BY
1/27/18	REVISE CERTIFICATES	JAH
5/27/18	VILLAGE REVIEW	JAH
5/29/18	VILLAGE REVIEW	JAH

FIG. NO. \_\_\_\_\_  
DRAWN BY \_\_\_\_\_  
CHECKED BY \_\_\_\_\_  
DATE \_\_\_\_\_  
SCALE \_\_\_\_\_  
SHEET 1 OF 1  
17-832-118B



## Agenda Item Executive Summary

Item Name	Galleria of Bartlett- Rezoning the Property from ER-1 to B-3; Granting Special Use Permits to Allow a Drive-Thru Establishment, to Serve Alcohol and to Allow Outdoor Seating; Granting Variations to Allow for Parking in the Front, Rear and Side Yards; and Site Plan Approval for The Galleria of Bartlett	Committee or Board	Board
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### BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

### EXECUTIVE SUMMARY

The Petitioner is requesting:

#### Annexation

Rezoning, upon Annexation, from the ER-1 (Estate Residence) to the B-3 (Neighborhood Shopping) Zoning District Site Plan Review;

#### Special Use Permits:

- To allow a drive-thru establishment,
- To serve alcohol, and
- To allow outdoor seating

#### Variations to allow parking in the setbacks:

- 30 foot reduction from the required 50 foot front yard (along Army Trail Road) to allow for parking,
- 12 foot reduction from the required 20 foot side yard (east property line) to allow for parking,
- 12 foot reduction from the required 20 foot side yard (west property line) to allow for parking, and
- 17 foot reduction from the required 30 foot rear yard (north property line) to allow for parking

The above requests are for a 1.59 acre property located on the north side of Army Trail Road about 450 feet east of Route 59.

The **Zoning Board of Appeals** reviewed the Petitioner's variation requests, conducted the public hearing and recommended **approval** at their July 5, 2018 meeting subject to the findings of fact outlined in the Staff Report.

The **Plan Commission** reviewed the Petitioner's requests and conducted the public hearing at their July 12, 2018 meeting subject to the conditions and findings of fact outlined in the Staff Report.

### ATTACHMENTS (PLEASE LIST)

Ordinance with Exhibits and the Plan Commission Minutes will follow under separate cover

### ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance- Move to approve Ordinance #2018-\_\_\_\_ An Ordinance Rezoning the Property from ER-1 to B-3; Granting Special Use Permits to Allow a Drive-Thru Establishment, to Serve Alcohol and to Allow Outdoor Seating; Granting Variations to Allow for Parking in the Front, Rear and Side Yards; and Site Plan Approval for The Galleria of Bartlett
- Motion

Staff: Jim Plonczynski, Com Dev Director

Date: 7/09/2018

ORDINANCE 2018 - \_\_\_\_\_

**AN ORDINANCE REZONING THE PROPERTY FROM ER-1 TO B-3; GRANTING SPECIAL USE PERMITS TO ALLOW A DRIVE-THRU ESTABLISHMENT, TO SERVE ALCOHOL AND TO ALLOW OUTDOOR SEATING; GRANTING VARIATIONS TO ALLOW FOR PARKING IN THE FRONT, REAR AND SIDE YARDS; AND SITE PLAN APPROVAL FOR THE GALLERIA OF BARTLETT**

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**WHEREAS**, 59<sup>TH</sup> and Army Trail Inc., (the "Owners") are the owners of record with respect to the property legally described on **Exhibit A**, attached hereto and expressly incorporated herein (the "Subject Property") have filed a Petition (the "Petition") for approval or the grant of: (1) Rezoning the Subject Property from ER-1 to B-3 Neighborhood Shopping District, (2) Granting Special Use Permits to: (a) allow a drive-thru establishment; (b) serve alcohol; and (c) allow outdoor seating (collectively, the "Special Use Permits"), (3) Granting Variations for a: (a) 30 foot reduction in the required 50 foot front yard (along Army Trail Road) to allow for parking in the setback, (b) 12 foot reduction from the required 20 foot side yard (east property line) to allow for parking in the setback, (c) 12 foot reduction from the required 20 foot side yard (west property line) to allow for parking in the setback, and (d) 17 foot reduction from the required 30 foot rear yard (north property line) to allow for parking in the setback (collectively, the "Variations"), and (4) approval of a Site Plan; and

**WHEREAS**, the Bartlett Plan Commission reviewed the Petition with respect to the Rezoning from ER-1 to B-3 Neighborhood Shopping District, Granting Special Use Permits and Site Plan approval, at its meeting on July 12, 2018 (Case #18-09), and has recommended to the Corporate Authorities that the Rezoning and Site Plan be approved, and the Special Use Permits be granted, subject to the findings of fact and conditions set

forth in its report; and

**WHEREAS**, the Bartlett Zoning Board of Appeals conducted the required public hearing with respect to the requested Variations at its meeting on July 5, 2018, (Case #18-09) and has recommended to the Corporate Authorities that the Variations be granted subject to the findings of fact and conditions set forth in its report; and

**WHEREAS**, the Corporate Authorities have determined that it is in the public interest to approve the Rezoning and Site Plan, and to grant the Special Use Permits, as recommended by the Plan Commission based on the findings of fact and the conditions hereinafter set forth in this Ordinance; and

**WHEREAS**, the Corporate Authorities have determined that it is in the public interest to grant the Variations as recommended by the Zoning Board of Appeals, subject to the findings of fact and conditions hereinafter set forth in this Ordinance;

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

**SECTION ONE:** The Corporate Authorities do hereby make the following findings of fact with respect to the Site Plan, based in part on the conditions set forth in Section Seven of this Ordinance:

1. That the proposed commercial building is a permitted use in the B-3 Zoning District;
2. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
3. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
4. That the site plan provides for the safe movement of pedestrians within the

site;

5. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)
6. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.

**SECTION TWO:** That the Site Plan prepared by Partners in Design Architects dated March 5, 2018, last revised June 29, 2018 (the "Site Plan"), attached hereto as **Exhibit B**; the Exterior Elevations prepared by Partners in Design Architects dated March 5, 2018, last revised May 15, 2018 (the "Elevations"), attached hereto as **Exhibit C**; the Landscape Plan prepared by Gary R. Weber Associates, Inc. dated December 28, 2017, last revised June 18, 2018 (the "Landscape Plan"), attached hereto as **Exhibit D**; and the Plat of Easements prepared by JLH Land Surveying Inc. dated June 18, 2018, last revised July 16, 2018 (the "Plat of Easements"), attached hereto as **Exhibit E**; each of which are expressly made a part of this Ordinance and are collectively referred to herein as the "Site Plans", are hereby approved, subject to the findings of fact and conditions set forth in Sections One, Three, Five and Seven of this Ordinance.

**SECTION THREE:** The Corporate Authorities do hereby make the following findings of fact with respect to the Special Use Permits for a drive-thru establishment, to serve alcohol and allow outdoor seating based on the conditions set forth in Section Seven of this Ordinance:

1. The proposed drive-thru, serving of alcohol and outdoor seating are desirable to provide uses which are in the interest of public convenience and will contribute to the general welfare of the community;
2. That the proposed drive thru, serving of alcohol and outdoor seating will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
3. That the special uses shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.

**SECTION FOUR:** That the Special Use Permits for a drive-thru establishment, to serve alcohol and allow outdoor seating on the Subject Property are hereby granted, subject to the findings of fact and conditions set forth in Sections Three and Seven of this Ordinance.

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

- A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
- B. That conditions upon which the petition for variations are based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.
- C. That the purpose of the variations are not based exclusively upon a desire to make money out of the property.

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

**SECTION SIX:** That the Variations: (a) 30 foot reduction in the required 50 foot front yard (along Army Trail Road) to allow for parking in the setback, (b) 12 foot reduction from the required 20 foot side yard (east property line) to allow for parking in the setback, (c) 12 foot reduction from the required 20 foot side yard (west property line) to allow for parking in the setback, and (d) 17 foot reduction from the required 30 foot rear yard (north property line) to allow for parking in the setback, are hereby granted, subject to the findings of fact set forth in Section Five, and to the conditions set forth in Section Seven of this Ordinance.

**SECTION SEVEN:** That the findings of fact set forth in Sections One, Three and Five, the approval of the Rezoning and Site Plan in Section Two, the Special Use Permits granted in Section Four, and the Variations granted in Section Six of this

Ordinance are subject to and are hereby made contingent upon the satisfaction of the following conditions:

- A. Submit a Unified Business Center Sign Plan to be reviewed and approved by the Community Development Staff;
- B. The Plat of Easements including the cross access easement, underground stormwater management easement and public utility and drainage easements shall be recorded prior to the issuance of an occupancy permit for the building that will be constructed on the Subject Property;
- C. Village Engineer approval of the Final Engineering Plans;
- D. Building permits shall be required for all construction activities;
- E. The Petitioner shall be required to obtain a liquor license for any unit that wants to serve alcohol;
- F. An outdoor fence must be installed before serving alcohol outside;
- G. Signage shall be reviewed and approved separately by the Community Development Department in accordance with the Sign Ordinance;
- H. If landscaping cannot be installed at the time of construction, either (i) an estimate of the cost to complete the landscaping prepared by the landscape architect who prepared the Landscape Plan, or (ii) copies of all landscape planting and material supply contracts and landscape contractor contracts, shall be submitted to Community Development for review by the Village Arborist to set the amount of a cash bond or surety bond to be posted by the Petitioner to ensure its future installation.
- I. Landscaping must be installed within one year of the issuance of a building permit.

**SECTION EIGHT:** The violation of any of the above conditions shall be cause for the revocation of the approval of the Rezoning, Site Plan approval, the Special Use Permits and the Variations granted by this 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 this 17<sup>th</sup> day of July, 2018**

**APPROVED this 17<sup>th</sup> day of July, 2018**

**ATTEST:**

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

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

## CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2018-\_\_\_\_\_, enacted on July 17, 2018 and approved on July 17, 2018, as the same appears from the official records of the Village of Bartlett.

---

Lorna Giles, Village Clerk

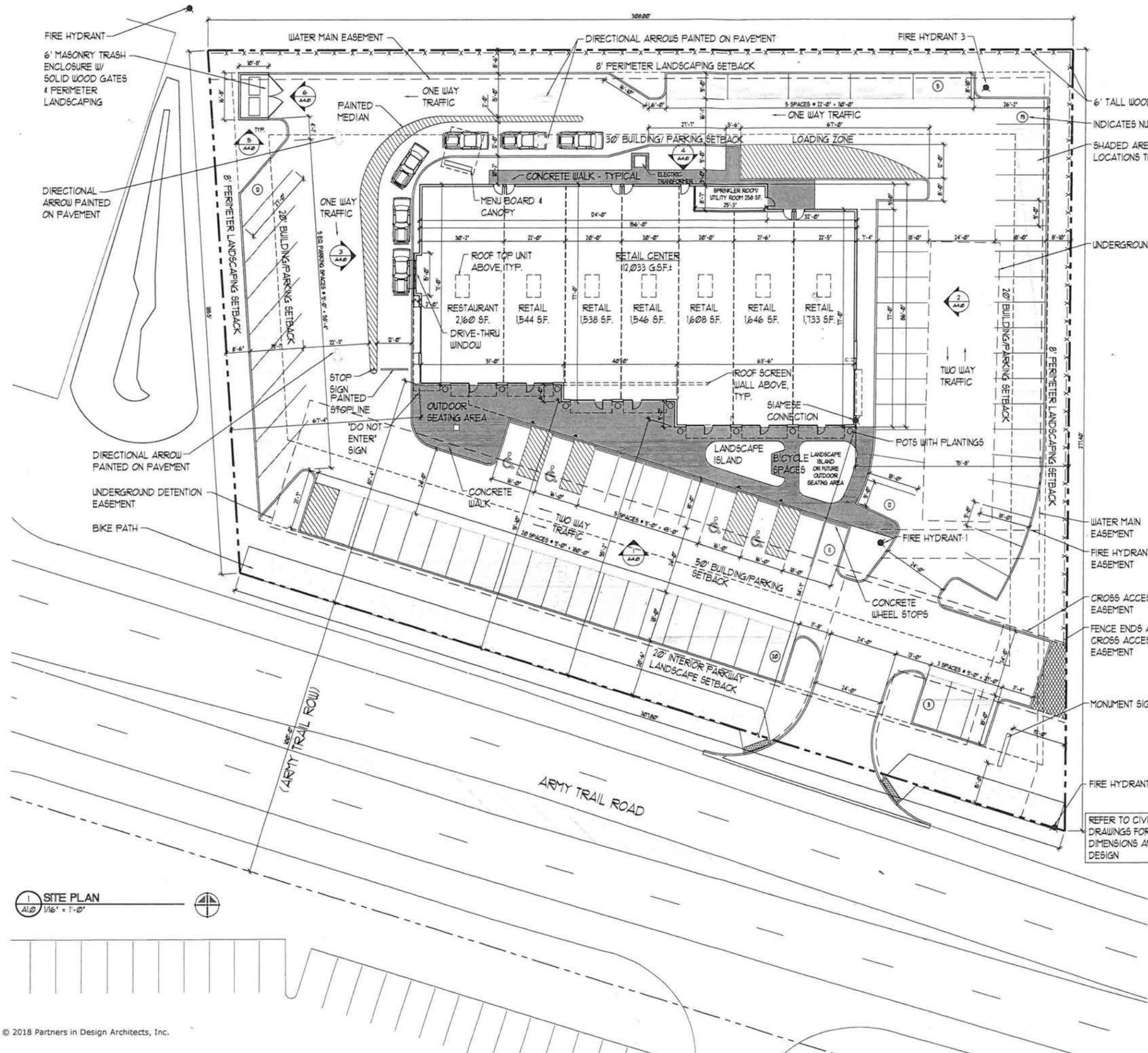
**EXHIBIT A**

PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

LOT 3 IN SMITH'S ASSESSMENT PLAT, OF PART OF THE SOUTH EAST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED OCTOBER 13, 1949 AS DOCUMENT NUMBER 578127 IN DUPAGE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH 68 DEGREES 22 MINUTES, 49 SECONDS WEST, 307.80 FEET; THENCE NORTH 00 DEGREES 18 MINUTES, 00 SECONDS EAST, 185.50 FEET; THENCE SOUTH 85 DEGREES , 50 MINUTES, 00 SECONDS EAST 308.00 FEET; THENCE SOUTH 04 DEGREES, 33 MINUTES 04 SECONDS WEST 277.40 FEET TO THE POINT OF BEGINNING.

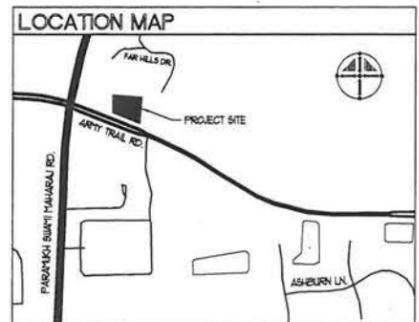
PIN: 01-16-401-003



**SITE DATA TABLE:**

SITE	
SITE AREA	159 ACRES
OPEN SPACE (15% MIN)	242 %
FAR (0.4 MAX)	0.17
LOADING ZONE	1
BUILDING MEAN HEIGHT	23'-6"
BICYCLE PARKING SPACES AS REQUIRED	
PARKING SPACES PROVIDED	
PARKING SPACES	18
HC PARKING SPACES (4 REQ'D)	4
PARKING SPACES REQUIRED*	
RESTAURANT FAST FOOD OR CARRY-OUT (1 PER 50 SF.)	14
RETAIL (1 PER 200 SF.)	44
BUILDING AREA	
RESTAURANT FLOOR AREA*	2,160 SF.
RETAIL FLOOR AREA*	9,873 SF.
PARKING CALCULATION	
RESTAURANT FLOOR AREA*	1512 SF.
RETAIL FLOOR AREA*	8,886 SF.

\*FOR THE PURPOSES OF CALCULATING THE ZONING FLOOR AREA\*, THE GROSS RETAIL AREA HAS BEEN CONSERVATIVELY REDUCED BY 10% AND THE RESTAURANT BY 30% TO ACCOUNT FOR BACK OF HOUSE STORAGE, RESTROOMS, UTILITY ROOMS & A VESTIBULE.



REFER TO CIVIL DRAWINGS FOR DIMENSIONS AND DESIGN

1 SITE PLAN  
A1.0 1/16" = 1'-0"

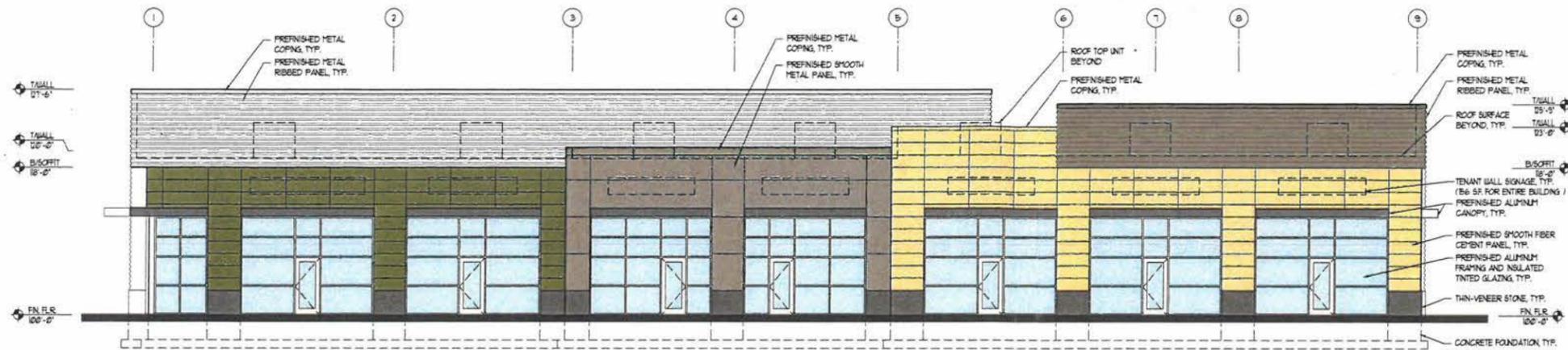
05.15.18 CD SUBMITTAL  
 06.20.18 REV. CD SUBMITTAL  
 06.29.18 REV. CD SUBMITTAL

**GALLERIA OF BARTLETT**  
 Army Trail Road, Bartlett, IL  
**SITE PLAN**

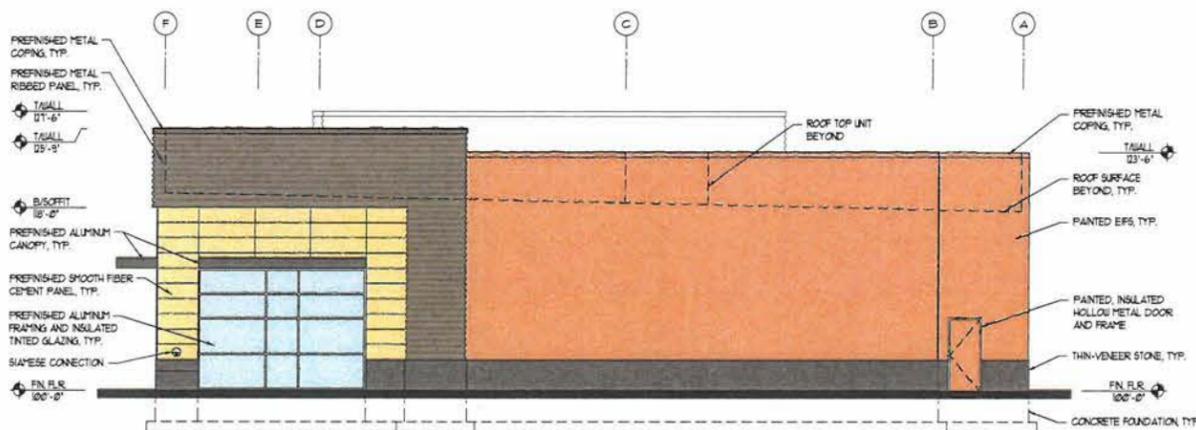
2610 LAR COW ROAD  
 Suite 280  
 Bismarck, IL 60015  
 Ph: (817)560-0300  
 Fax: (817)560-1055

**Partners in Design**  
 ARCHITECTS

PROJECT NO:  
 815.11.043  
 DRAWN BY: WLB  
 CHECKED BY: WLB  
 DATE:  
 03.05.18  
 SHEET NO:  
 A1.0



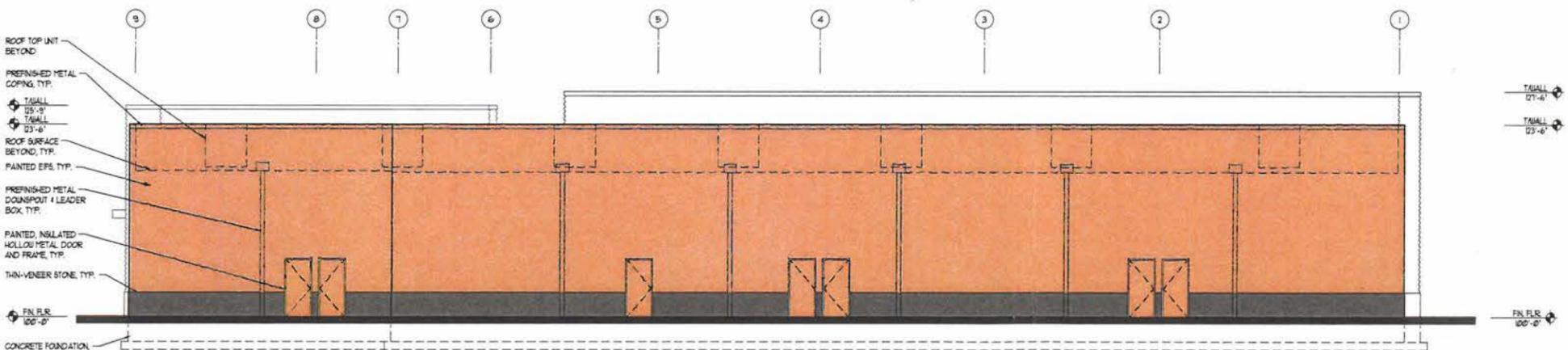
1 SOUTH ELEVATION  
A4.0 1/8" = 1'-0"



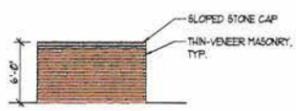
2 EAST ELEVATION  
A4.0 1/8" = 1'-0"



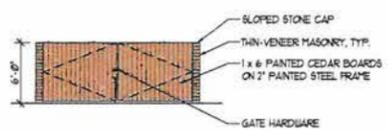
3 WEST ELEVATION  
A4.0 1/8" = 1'-0"



4 NORTH ELEVATION  
A4.0 1/8" = 1'-0"



5 TYPICAL TRASH ENCLOSURE  
A4.0 1/8" = 1'-0"



6 TRASH ENCLOSURE GATE  
A4.0 1/8" = 1'-0"

NOTE: ALL ROOFTOP MECHANICAL UNITS ARE SCREENED ON ALL SIDES FROM LINE OF SIGHT FROM PUBLIC STREETS OR PROPERTY LINES.

EXTERIOR MATERIALS LEGEND:

NOTE: THE BUILDING COLORS GRAPHICALLY REPRESENTED WILL VARY IN APPEARANCE WHEN PRINTED WITH DIFFERENT PRINTERS AND VIEWED IN A PDF.

- EAST RETAIL WALLS:  
MATERIAL: FIBER CEMENT PANELS  
COLOR: DARK YELLOWORANGE
- WEST RETAIL WALLS:  
MATERIAL: FIBER CEMENT PANELS  
COLOR: DARK GREEN
- CENTER RETAIL WALLS:  
MATERIAL: SMOOTH METAL PANELS  
COLOR: GRAY METALLIC
- TYPICAL REAR & SIDE WALLS:  
MATERIAL: EPS  
COLOR: DARK RED
- TYPICAL REAR & SIDE WALL ROOF COPING:  
MATERIAL: PRE-FINISHED METAL  
COLOR: MATCH EPS COLOR
- EAST RETAIL ROOF SCREEN PARAPET:  
MATERIAL: RIBBED METAL PANELS & METAL ROOF COPING  
COLOR: DARK BROWN
- WEST RETAIL ROOF SCREEN PARAPET:  
MATERIAL: RIBBED METAL PANELS & METAL ROOF COPING  
COLOR: LIGHT GRAY
- TYPICAL BUILDING BASE:  
MATERIAL: THIN VENEER STONE  
COLOR: DARK GRAY
- TYPICAL STOREFRONT FRAMING:  
MATERIAL: PRE-FINISHED ANODIZED ALUMINUM  
COLOR: BLACK
- TYPICAL EXTERIOR SINGLE DOOR:  
MATERIAL: PAINTED HOLLOW METAL FRAME & DOOR  
COLOR: MATCH ADJACENT WALL SURFACE
- TYPICAL GLAZING:  
MATERIAL: TINTED INSULATED GLAZING  
COLOR: GRAY TINT
- TYPICAL CANOPY:  
MATERIAL: PAINTED STEEL FRAMING WITH METAL TIE-RODS  
COLOR: BLACK
- TRASH ENCLOSURE:  
WALL MATERIAL: THIN VENEER MASONRY WITH STONE CAP  
COLOR: DARK RED WITH GRAY CAP  
GATE MATERIAL: PAINTED BOARD ON BOARD SOLID WOOD SLATS  
COLOR: LIGHT BROWN
- EXTERIOR FENCE:  
MATERIAL: 6' HIGH PAINTED BOARD ON BOARD SOLID WOOD SLATS  
COLOR: LIGHT BROWN

2610 Lake Cook Road  
 Suite 280  
 Riverwoods, IL 60015  
 Ph: (847)945-0380  
 Fax: (847)945-1045

PROJECT NO:  
 81517243  
 DRAWN BY: CTS    CHECKED BY: UHB  
 DATE: 03.05.18  
 SHEET NO: A4.0

**Partners in Design**  
 ARCHITECTS

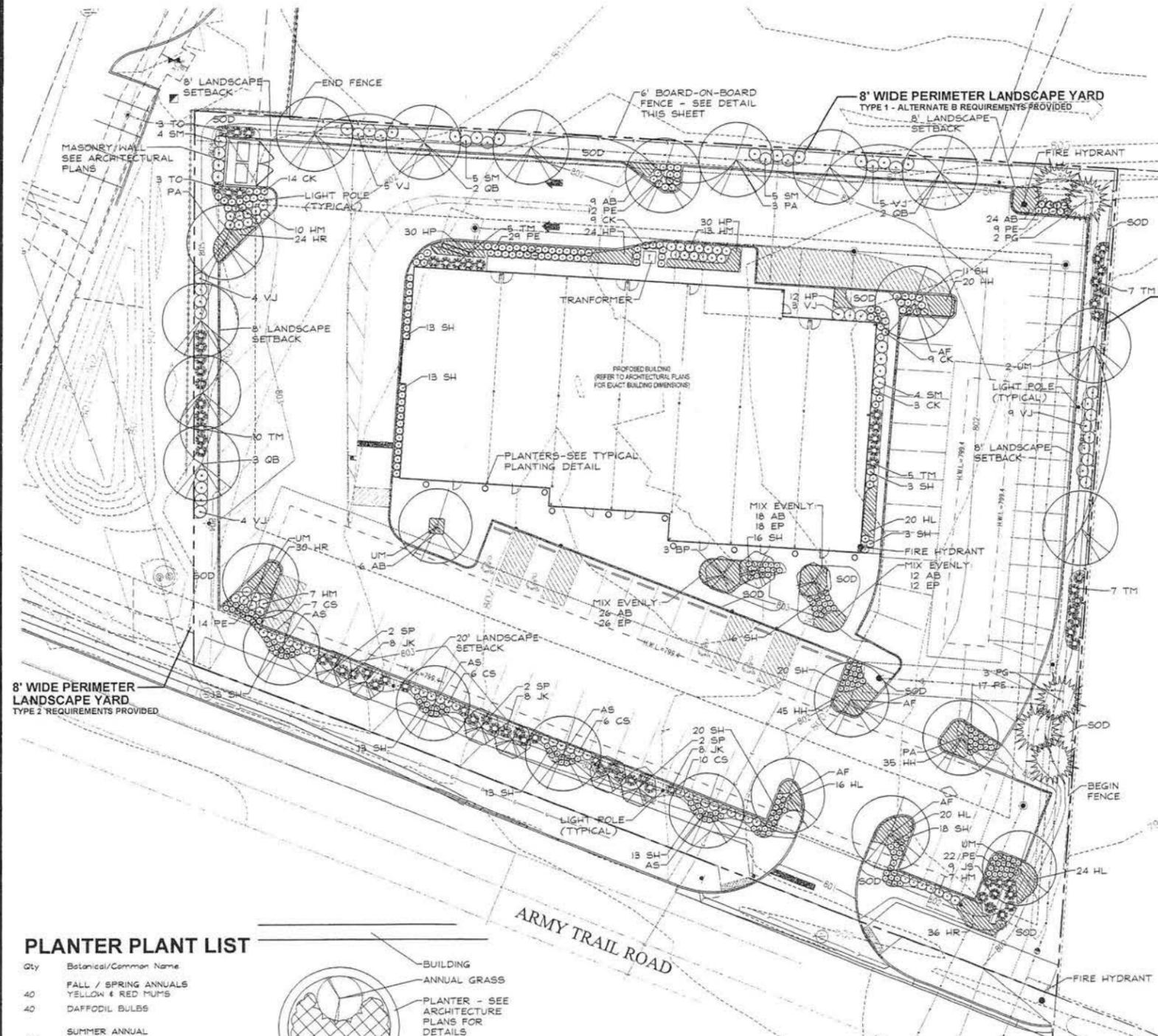
**GALLERIA OF BARTLETT**  
 Army Trail Road, Bartlett, IL  
 EXTERIOR ELEVATIONS & MATERIALS LEGEND

### GENERAL NOTES

- Contractor shall verify underground utility lines and is responsible for any damage.
- Contractor shall verify all existing conditions in the field prior to construction and shall notify landscape architect of any variances.
- Material quantities shown are for contractor's convenience only. The Contractor must verify all material and supply sufficient materials to complete the job per plan.
- The landscape architect reserves the right to inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements of variety, size and quality.
- Work shall conform to American Standard for Nursery Stock, State of Illinois Horticultural Standards, and Local Municipal requirements.
- Contractor shall secure and pay for all permits, fees, and inspections necessary for the proper execution of this work and comply with all codes applicable to this work.
- See General Conditions and Specifications for landscape work for additional requirements.
- Landscape Plan shows details & locations for seat walls & raised planters, all other walls are specified on engineering plans.
- Tree branching shall start no less than six feet (6') above the pavement measured from pavement level.
- To insure visibility, shrubs shall not exceed a mature height of thirty inches (30") above pavement on landscape islands at the end of parking rows.

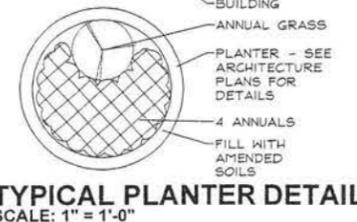
### PLANT LIST

Key	Qty	Botanical/Common Name	Size	Remarks
<b>SHADE TREES</b>				
AF	4	Acer x freemanii 'Marmo' MARMO MAPLE	2 1/2" Cal.	
AS	4	Acer saccharum 'Green Mountain' GREEN MOUNTAIN SUGAR MAPLE	2 1/2" Cal.	
PA	5	Platanus x acerifolia 'Morton Circle' EXCLAMATION! LONDON PLANETREE	2 1/2" Cal.	
GB	7	Quercus bicolor SWAMP WHITE OAK	2 1/2" Cal.	
UM	5	Ulmus 'Morton' ACCOLADE ELM	2 1/2" Cal.	
<b>ORNAMENTAL TREES</b>				
BP	3	Betula populifolia 'Whitespire' WHITESPIRE BIRCH	6' Ht.	Multi-Stem
SP	6	Syringa pekinensis 'Morton' CHINA SNOW PEKING LILAC	6' Ht.	Multi-Stem
<b>EVERGREEN TREES</b>				
PG	5	Picea glauca 'Densata' BLACK HILLS SPRUCE	6' Ht.	
<b>DECIDUOUS SHRUBS</b>				
CS	29	Cornus sericea 'Farrow' ARCTIC FIRE REDTWIG DOGWOOD	24" Tall	3' O.C.
HM	37	Hydrangea macrophylla 'Ballmer' ENDLESS SUMMER HYDRANGEA	24" Tall	3' O.C.
SH	18	Syringa patula 'Miss Kim' MISS KIM LILAC	30" Tall	4' O.C.
VJ	30	Viburnum x juddii JUDD VIBURNUM	30" Tall	4' O.C.
<b>EVERGREEN SHRUBS</b>				
JK	24	Juniperus chinensis 'Kallaya Compact' KALLAYA COMPACT PFITZER JUNIPER	30" Wide	4' O.C.
JS	9	Juniperus chinensis var. sargentii 'Viridis' GREEN SARGENT JUNIPER	24" Wide	4' O.C.
TM	34	Taxus x media 'Densiflora' DENSE YEW	30" Wide	4' O.C.
TO	6	Thuja occidentalis 'Emerald' EMERALD GREEN ARBORVITAE	6' Tall	4' O.C.
<b>ORNAMENTAL GRASSES</b>				
CK	35	Calamagrostis x acutiflora 'Karl Foerster' FEATHER REED GRASS	#1	30" O.C.
PE	10B	Pennisetum alopecuroides 'Hameln' DWARF FOUNTAIN GRASS	#1	30" O.C.
SH	185	Sporobolus heterolepis PRAIRIE DROPSIDE	#1	30" O.C.
<b>PERENNIALS</b>				
AS	95	Allium 'Summer Beauty' SUMMER BEAUTY ONION	#1	18" O.C.
EP	56	Echinacea purpurea 'Magnus' PURPLE CONEFLOWER	#1	18" O.C.
HH	100	Hemerocallis 'Happy Returns' HAPPY RETURNS DAYLILY	#1	18" O.C.
HL	80	Hemerocallis 'Little Wine Cup' LITTLE WINE CUP DAYLILY	#1	18" O.C.
HR	90	Hemerocallis 'Rosy Returns' ROSY RETURNS DAYLILY	#1	18" O.C.
HP	96	Hosta 'Patriot' PATRIOT HOSTA	#1	18" O.C.
<b>MISC. MATERIALS</b>				
45		SHREDDED HARDWOOD MULCH	C.Y.	
851		SOD	S.Y.	
485		6' BOARD-ON-BOARD FENCE	L.F.	

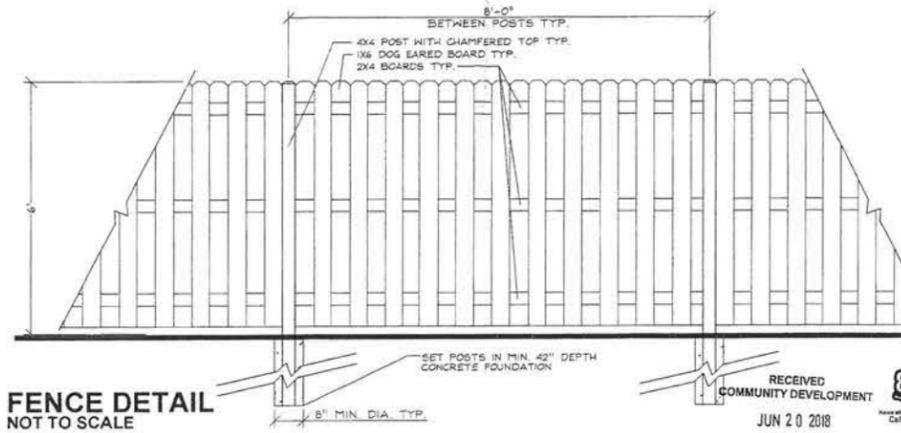
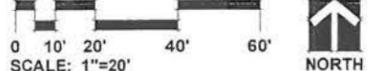


### PLANTER PLANT LIST

Qty	Botanical/Common Name
40	FALL / SPRING ANNUALS YELLOW & RED MUMS
40	DAFFODIL BULBS
40	SUMMER ANNUAL PINK PETUNIAS
10	ANNUAL GRASS RED RIDING HOOD FOUNTAINGRASS
1	MISC. MATERIALS SHREDDED HARDWOOD MULCH



### LANDSCAPE PLAN



GARY R. WEBER ASSOCIATES, INC.  
LAND PLANNING  
ECOLOGICAL CONSULTING  
LANDSCAPE ARCHITECTURE  
212 SOUTH MAIN STREET  
WHEATON, ILLINOIS 60187  
PHONE: 630.668.7197

CIVIL ENGINEER  
ADVANTAGE CONSULTING ENGINEERS, L.L.C.  
80 MAIN STREET, SUITE 117  
LEMONT, ILLINOIS 60439

## GALLERIA OF BARTLETT

ARMY TRAIL ROAD  
BARTLETT, ILLINOIS

### LANDSCAPE PLAN

NO.	DATE	DESCRIPTION
3	6.18.18	
2	5.15.18	
1	3.30.18	

DATE: 12.28.17  
PROJECT NO.: AC1718  
DRAWN: TRC  
CHECKED: GFB  
SHEET NO.:

1 OF 2

EXHIBIT D

RECEIVED  
COMMUNITY DEVELOPMENT  
JUN 20 2018



VILLAGE OF BARTLETT





# Village of Bartlett

## Finance Department Memo

### 2018-22

**DATE:** July 9, 2018

**TO:** Paula Schumacher, Village Administrator

**FROM:** Todd Dowden, Finance Director

**SUBJECT:** 2017/18 Budget Amendments

Attached is a resolution to amend the 2017/18 budget. Amendments are made when any individual fund is expected to exceed the original budget or when an interfund transfer will be higher than originally budgeted. Generally, this occurs due to carryover of prior year expenditures or unexpected activity approved after the budget was adopted. Explanations of the amendments for the 2017/18 budget are as follows:

#### **Municipal Building Fund:**

The FY 2017/18 budget had \$9,587,500 budgeted or about 50% of the construction costs of the Police Station that started in the spring of 2017. While the overall costs are within the total project budget, an increase to the 17/18 Operating Budget is needed in the amount of \$2,164,000 due to more of the projected being completed than expected during the fiscal year. The Capital Budget's first year is rolled into the annual Operating Budget. The Capital Budget was set in December of 2016 for the 17/18 year budget by the Police Department with the information they had at the time, which split the cost of the Police Station about 50/50 between the 17/18 year and the 18/19 year. The actual schedule, which they are on track with, ended up being ahead of the Capital Budget set back in 2016. An increase in the Land Acquisition account is also needed in the amount of \$146,000 for the approved purchase of the property at 214 S Oak Avenue.

#### **Brewster Creek TIF Project Fund:**

The Village approved a TIF bond issue in October 2016 for \$9.2 million and a new developer note not to exceed \$11,500,000 to facilitate the completion of the Brewster Creek Business Park. The FY 2017/18 budget included \$300,000 for roadway improvements and \$1,500,000 for site preparation. The developer completed more work than was originally budgeted. The amendments to the budget include an increase to Roadway Improvements of \$675,000 and Site Prep of \$484,000.

#### **Golf Fund:**

The total Golf Fund budget for the 2017/18 fiscal year was \$2,148,755. Actual expenses for budgeted activities were \$2,225,700 for a total fund over budget amount of \$76,945. Golf Program revenue was \$1,190,280 which is \$62,967 below budget. Revenue from the Golf Program fell short of projections due to the poor spring weather conditions. Revenue in the Restaurant and Banquet departments were over budget by a total of \$25,699 due to the higher number of events, but the trend toward small events from large weddings increased personnel costs and food & beverage purchases. Combined Restaurant and Banquet

expenses were \$106,971 over budget resulting in an increase to the net operating loss of \$81,272 for the two departments. Total Golf Fund net loss on a cash basis for the year was \$93,217. Attached is an updated summary of Golf activity by department adjusted for year-end payroll and payables accruals. Adjustments are being made to current operations based on the market trends with a focus towards golfing events.

**Vehicle Replacement Fund:**

The Village approves vehicle purchases during the annual budget process and again before the vehicles are ordered. Due to the length of time it can take to receive a vehicle after it has been ordered, vehicles are often received and paid for in the fiscal year following the year they were budgeted in. The FY 2017/18 budget for Streets Department vehicles totaled \$359,000 for three vehicles which were all received during the year. Three vehicles approved and ordered the prior year, a large dump truck for \$135,200, a street sweeper for \$227,393, and a small dump truck for \$71,186, were received during the 2017/18 year. A mini-van was also totaled in a accident and replaced for \$21,663 with the majority of the cost being covered by insurance funds. The total increase to the Streets vehicle budget is \$504,965. The Golf Department had one tractor for the amount of \$30,690 that was budgeted in the prior year and received in the current year.

**MOTION:** I move to approve Resolution Number 2018-\_\_\_\_\_R. A Resolution Approving Amendments to the FY 2017-18 Budget.

**GOLF FUND DETAIL (Excluding Capital Projects)**  
**2017/18 as of April 30, 2018 with year-end adjustments**

Fund	2017/18 Year		Percent
	Actual	Budget	
<b>Golf Program</b>			
Revenues	1,190,280	1,273,450	93.47%
Expenses	1,151,720	1,181,300	97.50%
Net Income	38,560	92,150	41.84%
<b>F&amp;B - Restaurant</b>			
Revenues	151,733	143,000	106.11%
Expenses	337,793	303,583	111.27%
Net Income	(186,060)	(160,583)	115.87%
<b>F&amp;B - Banquet</b>			
Revenues	671,966	655,000	102.59%
Expenses	672,232	599,472	112.14%
Net Income	(266)	55,528	-0.48%
<b>F&amp;B - Midway</b>			
Revenues	118,504	124,000	95.57%
Expenses	63,954	64,400	99.31%
Net Income	54,550	59,600	91.53%
<b>Golf Fund Total</b>			
Revenues	2,132,482	2,195,450	97.13%
Expenses	2,225,699	2,148,755	103.58%
Net Income	(93,217)	46,695	-199.63%

## RESOLUTION 2018- -R

### APPROVING AMENDMENTS TO THE FY 2017-18 BUDGET

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

**SECTION ONE:** That the following amendment to the budget of the Village of Bartlett for FY 2017-18 be approved and authorized:

		<u>Increase (Decrease)</u>	<u>Original Budget</u>	<u>Revised Budget</u>
<b>MUNICIPAL BUILDING FUND</b>				
4200-580000	Land Acquisition	\$146,000	\$0	\$146,000
4200-585058	Police Station	\$2,164,000	\$9,587,500	\$11,751,500
<b>BREWSTER CREEK PROJECT FUND</b>				
4810-585005	Brewster Creek Site Roadways	\$678,000	\$300,000	\$978,000
4810-585006	Brewster Creek Site Prep	\$484,000	\$1,500,000	\$1,984,000
<b>GOLF FUND</b>				
5560-511200	Restaurant Temp Salaries	\$2,250	\$55,000	\$57,250
5560-530100	Restaurant Materials & Supplies	\$2,600	\$4,000	\$6,600
5560-534320	Restaurant Purchases Food	\$14,700	\$48,000	\$62,700
5570-511200	Banquet Temp Salaries	\$26,000	\$80,000	\$106,000
5570-522400	Banquet Service Agreements	\$7,200	\$16,000	\$23,200
5570-530100	Banquet Materials & Supplies	\$7,400	\$10,500	\$17,900
5560-534320	Banquet Purchases Food	\$18,000	\$145,000	\$163,000
<b>VEHICLE REPLACEMENT FUND</b>				
6100-570180	Streets Vehicles	\$504,965	\$359,000	\$863,965
6100-590420	Golf Vehicles	\$30,690	\$18,000	\$48,690

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

**SECTION 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 Resolution shall be in full force and effect upon its passage and approval.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** July 17, 2018

**APPROVED:** July 17, 2018

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Kevin Wallace, Village President

**ATTEST:**

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Lorna Giles, Village Clerk

**CERTIFICATION**

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2018- -R enacted on July 17, 2018, approved on July 17, 2018.

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Lorna Giles, Village Clerk



# Agenda Item Executive Summary

Item Name	Special Service Area Number One (Bluff City) Unlimited Ad Valorem Tax Refunding Bonds, Series 2018	Committee or Board	Board
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## BUDGET IMPACT

Amount: \$5,550,000

Budgeted

N/A

List what  
fund

Bluff City SSA Fund

## EXECUTIVE SUMMARY

In 2004, the Village issued \$16,600,000 Special Service Area Number One (Bluff City) Unlimited Ad Valorem Tax Variable Rate Demand Bonds. The taxpayers within the SSA would like to reduce costs and the associated taxes by refunding the 2004 bonds. The refunding bonds would be purchased by the developer and will bear an interest rate based on the Prime Rate. The bonds will continue to be non-recourse to the Village and are payable solely and only from the special service area taxes.

## ATTACHMENTS (PLEASE LIST)

Summary, Ordinance

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION:** I move to approve Ordinance Number 2018-\_\_\_\_. An Amended Ordinance Authorizing and Providing for the Issuance of Village of Bartlett, DuPage and Kane Counties, Illinois, Special Service Area Number One (Bluff City) Unlimited Ad Valorem Tax Refunding Bonds, Series 2018, in the Aggregate Principal Amount not to Exceed \$5,550,000, for the Purpose of Refunding the Village's Special Service Area Number One (Bluff City) Unlimited Ad Valorem Tax Variable Rate Demand Bonds, Series 2004, Setting Forth the Terms Under Which Bonds are to be Issued, and Providing for the Rights of the Owners Thereof.

Staff: Todd Dowden, Finance Director

Date: 07/10/18

## SUMMARY

**TO:** Treasurer of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois

**FROM:** D.A. Davidson & Co.

**DATE:** June 26, 2018

**RE:** Special Service Area Number One (Bluff City) Unlimited Ad Valorem Tax Refunding Bonds, Series 2018

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The President and Board of Trustees (the “*Board*”) of the Village of Bartlett, DuPage and Kane Counties (the “*Village*”), previously established Special Service Area Number One of the Village (the “*SSA*”) pursuant to Ordinance No. 2003-155 adopted by the Village on November 18, 2003. Pursuant to Ordinance No. 2004-91 adopted on July 6, 2004 (the “*Prior Bond Ordinance*”), the Village issued its \$16,600,000 Special Service Area Number One (Bluff City) Unlimited Ad Valorem Tax Variable Rate Demand Bonds, Series 2004 (the “*Prior Bonds*”) for the purpose of financing the costs of certain public capital improvements made by Bluff City, LLC (the “*Developer*”) in the SSA. The Prior Bonds are currently outstanding in the amount of \$5,550,000. The Prior Bonds are secured by the collection of taxes levied against all of the taxable property in the SSA and the Letter of Credit (the “*Letter of Credit*”) issued by Fifth Third Bank (the “*Bank*”), pursuant to the terms of the Reimbursement Agreement dated as of March 11, 2014, among the Village, the Bank, and the Developer.

Taxpayers within the SSA would like to reduce costs and lower the anticipated special service area taxes, and as a result have asked the Village to issue refunding bonds (the “*Bonds*”). The Developer has agreed to purchase the Bonds which will bear interest at a rate based on the Prime Rate that will be determined by the Village Treasurer semi-annually. Under this structure, the Developer can eliminate letter of credit fees on the Bonds and thus the overall interest expense will be reduced. Because none of the original terms of the Proposing Ordinance or the Establishing Ordinance will be modified, the issuance of the Bonds will only require Board approval of a new bond ordinance to amend the Prior Bond Ordinance. In addition, no public hearing will be required.

The Village will continue to file annual abatement ordinances as it has done in the past on the Prior Bonds, but going-forward will be based on the revised interest rate structure of the Bonds. The final levy/abatement year will be 2022. The costs of issuing the Bonds will be paid from funds currently on hand with the Prior Bond Trustee. There will be no trustee under the proposed structure of the Bonds; therefore the Village will pay debt service to the bondholder directly. The only ongoing expenses related to the Bonds will be the calculation of arbitrage rebate which can be set aside from the taxes collected.

The Bonds will continue to be non-recourse to the Village and are payable solely and only from the special service area taxes. The Bonds are not general obligation bonds and neither the full faith and credit nor the general taxing power of the Village is pledged to the payment on the Bonds.

Based on our review of the draft Ordinance, and subject to final review of the Ordinance and the Bond Order, we believe it is in the best interest of the taxpayers that the Village proceeds with the issuance of the Bonds.

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AN AMENDED ORDINANCE  
OF  
THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS

---

SPECIAL SERVICE AREA NUMBER ONE (BLUFF CITY) UNLIMITED  
AD VALOREM TAX REFUNDING BONDS,  
SERIES 2018

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Adopted July 17, 2018

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Exhibit A	Form of Bond
Exhibit B	Bond Terms

AN AMENDED ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF VILLAGE OF BARTLETT, DUPAGE AND KANE COUNTIES, ILLINOIS, SPECIAL SERVICE AREA NUMBER ONE (BLUFF CITY) UNLIMITED AD VALOREM TAX REFUNDING BONDS, SERIES 2018, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,550,000, FOR THE PURPOSE OF REFUNDING THE VILLAGE'S SPECIAL SERVICE AREA NUMBER ONE (BLUFF CITY) UNLIMITED AD VALOREM TAX VARIABLE RATE DEMAND BONDS, SERIES 2004, SETTING FORTH THE TERMS UNDER WHICH BONDS ARE TO BE ISSUED, AND PROVIDING FOR THE RIGHTS OF THE OWNERS THEREOF.

WHEREAS, the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "*Village*"), is a duly incorporated municipality under the laws of the State of Illinois and a home rule unit pursuant to Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, pursuant to the Special Service Area Tax Law, as amended, and as particularly supplemented by the Illinois Municipal Code, as amended, Local Government Debt Reform Act, as amended, and by the other Omnibus Bond Acts, as amended, and by the home rule powers of the Village (collectively, the "*Act*"), the Village is authorized to create special service areas, issue bonds secured by the full faith and credit of such areas for providing special services to such areas, levy taxes against the taxable real property included in such areas to pay principal of and interest on such bonds, and pledge other revenues or taxes expected to be received by the Village from the State of Illinois as security for the payment of such bonds; and

WHEREAS, the President and Board of Trustees of the Village (the "*Corporate Authorities*") previously established Special Service Area Number One of the Village (the "*Area*") pursuant to Ordinance Number 2003-155 adopted by the Corporate Authorities on the 18th day of November, 2003 (the "*Establishing Ordinance*"), and has otherwise complied with all other conditions precedent required by the Act; and

WHEREAS, the Corporate Authorities previously determined that in order to promote the health, safety, welfare and convenience of the residents of the Area, it is necessary, advisable and in the best interests of the Area and the property owners therein to provide public infrastructure improvements and extensions and related costs (collectively, the "*Services*"); and

WHEREAS, pursuant to Ordinance No. 2004-91 adopted on July 6, 2004 (the "*Prior Bond Ordinance*") and the Act, the Corporate Authorities determined that it was in the best interests of the Village to issue its \$16,600,000 Special Service Area Number One (Bluff City) Unlimited Ad Valorem Tax Variable Rate Demand Bonds, Series 2004 (the "*Prior Bonds*"), of which \$5,550,000 remains outstanding; and

WHEREAS, in order to achieve anticipated debt service savings, it is in the best interests of the Village to refund the Prior Bonds (the "*Refunded Bonds*") and the Village does not have sufficient funds on hand or available from other sources with which to pay the costs associated with refunding the Refunded Bonds; and

WHEREAS, the Village expects that aggregate payments of principal of and interest on the Bonds will be less than aggregate payments of principal of and interest on the outstanding Prior Bonds; and

WHEREAS, the Prior Bonds were issued to pay a part of the costs of extending the public infrastructure systems of the Village to the Area, including, specifically, the installation of watermains, sanitary sewers, stormwater management facilities, drainage systems and storm sewers, retention ponds, erosion control, roads, streets, curbs, gutters, street lighting, traffic signalization, grading, berming, landscaping, land acquisition, and associated costs of engineers, surveyors, planners, legal counsel, bond counsel, underwriters and capitalized interest (collectively, the "*Prior Project*"); and

WHEREAS, after the Corporate Authorities proposed the establishment of the Area and the issuance of the Prior Bonds, proper notice (the "*Notice*") of the public hearing held on the 4th day of November, 2003, (the "*Hearing*") was given by publication and by mailing, all as required by law, and no written objections were filed at or prior to the Hearing and no petition signed by at least fifty-one percent of the owners of record of the land located within the boundaries of the Area was timely filed with the Village objecting to the formation of the Area; and

WHEREAS, pursuant to the Act, the Corporate Authorities are authorized to issue bonds secured by ad valorem taxes levied without limitation as to rate or amount on all taxable real property in the Area without referendum; and

WHEREAS, it is necessary and in the best interests of the Village to issue an aggregate principal amount not to exceed \$5,550,000 of its Special Service Area Number One (Bluff City) Unlimited Ad Valorem Tax Refunding Bonds, Series 2018 (the "*Bonds*"), as provided in this Bond Ordinance, to pay or provide funds to refund the Refunded Bonds.

Now, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, in the exercise of its home rule powers, as follows:

## **ARTICLE I**

### **DEFINITIONS**

Unless the context otherwise requires, the terms defined in this Article I shall for all purposes of this Bond Ordinance and of any ordinance supplemental hereto, have the meanings herein specified, the following definitions to be equally applicable both to the singular and plural forms of any of the terms herein defined:

"*Act*" means the Special Service Area Tax Law, as amended, and as particularly supplemented by the Illinois Municipal Code, as amended, Local Government Debt Reform Act, as amended, and by the other Omnibus Bond Acts, as amended, and by the powers of the Village as a home rule unit under Section 6 of Article VII of the 1970 Constitution of the State of Illinois. In the event of any conflict between the provisions of the Municipal Code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said Municipal Code.

"*Authorized Officer*" means the President, Clerk, Village Treasurer, Treasurer or Administrator of the Village, or any other person authorized by ordinance of the President and Board of Trustees to perform the act or sign the document in question.

"*Bankruptcy Filing*" means the filing of a petition by or against the Village under any bankruptcy act or similar act. If the petition has been dismissed and the dismissal is final and not subject to appeal at the relevant time, the filing will not be considered to have occurred.

"*Bankruptcy Law*" means Title 11 of the United States Code or any similar federal or state law for the relief of debtors. "*Custodian*" means any receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law.

"*Bond Fund*" is the fund of that name created in Section 4.01.

"*Bond Order*" means the written Bond Order and Notification of Sale described in Section 2.03.

"*Bondholder*" or "*Owner*" means the registered owner of any Bond, initially, the Developer.

"*Bond Ordinance*" or "*Ordinance*" means this Amended Bond Ordinance as originally adopted or as it may from time to time be supplemented, modified or amended by any ordinance supplemental hereto pursuant to the provisions hereof.

"*Bonds*" means the not to exceed \$5,550,000 aggregate principal amount Special Service Area Number One (Bluff City) Unlimited Ad Valorem Tax Refunding Bonds, Series 2018, authorized to be issued under this Ordinance.

"*Business Day*" means any day other than (i) a Saturday or Sunday, (ii) a day on which commercial banks in Chicago, Illinois, are authorized by law to close or (iii) a day on which the New York Stock Exchange is closed.

"*Code*" means the Internal Revenue Code of 1986, as amended, and the Treasury regulations promulgated thereunder.

"*Developer*" means Bluff City LLC, an Illinois limited liability corporation, and successors or assigns.

"*Event of Default*" is defined in Section 11.01.

"*Government Obligations*" means (1) direct obligations of the United States of America or any agency or instrumentality of the United States of America, (2) obligations on which the timely payment of principal and interest is fully guaranteed by the United States of America or any agency or instrumentality of the United States of America, or (3) evidences of a direct ownership interest in amounts payable upon any of the obligations set forth in (1) or (2) of this definition.

"*Interest Payment Date*" means June 1 and December 1 of each year.

*"Interest Rate Determination Date"* means each June 1 and December 1. If such date is not a Business Day, the rate shall be set on the next Business Day and shall be effective from June 1 or December 1.

*"Maturity Date"* means December 1, 2023.

*"Maximum Interest Rate"* means 9.00%.

*"Opinion of Counsel"* means a written opinion of counsel who is reasonably acceptable to the Village. The counsel may be an employee of or counsel to the Village.

*"Outstanding,"* when used with reference to Bonds, means all Bonds which have been authenticated and delivered by the Village and the Paying Agent under this Bond Ordinance, except the following:

- a. Bonds canceled or purchased by or delivered to the Paying Agent for cancellation;
- b. Bonds deemed paid by Section 10.01; and
- c. Bonds in lieu of which others have been authenticated under Section 2.07 (relating to registration and exchange of Bonds) or Section 2.08 (relating to mutilated, lost, stolen, or destroyed).

*"Permitted investment"* means, subject to any restrictions imposed by applicable State law, any of the following:

1. Government Obligations;
2. obligations of the Federal National Mortgage Association, the Government National Mortgage Association, or the Federal Home Loan Mortgage Corporation;
3. commercial paper or finance company paper rated at the time of purchase not less than "P-1" by Moody's or "A-1+" by S&P;
4. certificates of deposit, bankers acceptances, or other time or demand deposits of banks or trust companies that are fully insured by the Federal Deposit Insurance Corporation or fully secured by obligations described in 1. or 2. above;
5. repurchase agreements secured by obligations described in 1. or 2. above or secured by bonds or obligations which are authorized by law as security for public deposits, *provided* that no proceeding under any applicable insolvency or reorganization law has been commenced by or against the issuer of such bonds or obligations, and *provided, further*, that at the time of purchase such bonds or obligations and long-term debt of the issuer of the repurchase agreement bear one of the three highest credit ratings (without regard to gradations within categories) assigned by Moody's and S&P;

6. any investment fund or other investment pooling arrangement which purchases and holds exclusively Government Obligations or repurchase agreements meeting the requirements of 5. above; and

7. securities or receipts evidencing ownership interests in obligations or specified portions (such as principal or interest) of obligations described in 1. or 2. above.

"*Prime Rate*" means, for the period beginning on the date of closing and ending on December 1, 2018, the rate set forth in the Bond Order, and for any subsequent period, the Prime Rate as set forth in the Wall Street Journal on the Interest Rate Determination Date.

"*Prior Trustee*" means The Bank of New York Mellon Trust Company, N.A., Chicago, Illinois, and its successors acting in such capacity for the Prior Bonds under the Prior Bond Ordinance.

"*Program Expenses*" means, in any calendar year, the fees of the Paying Agent.

"*Purchaser*" means Bluff City, LLC, an Illinois limited liability company.

"*Purchase Price*" means an amount which is not less than 98% of the principal amount of the Bonds and shall be the amount set forth in the Bond Order.

"*Record Date*" is defined in the Bonds.

"*State*" means the State of Illinois.

"*Tax Year*" means the year for which a levy of Unlimited Ad Valorem Taxes is made. The 2017 Tax Year shall be that year during which ad valorem taxes levied for the year 2017 (collectible in the year 2018) are extended and collected, and so on.

"*Unlimited Ad Valorem Taxes*" means the ad valorem taxes levied herein against all taxable real property in the Area without limitation as to rate or amount.

"*Village*" means the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, a home rule unit and body corporate and politic, created and established under the laws of the State of Illinois.

"*Village Treasurer*" means the Village Treasurer of the Village or such other person as may at the time be the acting chief fiscal officer of the Village.

## ARTICLE II

### AUTHORIZATION, DESIGNATION, FORM, EXECUTION, EXCHANGE AND REGISTRATION OF BONDS

*Section 2.01 Limitation of Issue, Equality of Bonds and Purpose of Issue of Bonds.*  
This Bond Ordinance shall constitute a continuing agreement to secure the full and final payment in the manner herein provided for the principal and interest on all Bonds which may from time to

time be delivered and issued hereunder. The aggregate principal amount of Bonds which may be so delivered and issued hereunder is not limited except as restricted by law or by the provisions hereof. All Bonds at any time issued and outstanding hereunder shall be equally and ratably secured hereby without preference, priority or distinction.

*Section 2.02 Purpose of Issue of Bonds.* For the purpose of refunding certain portions of the Prior Bonds, it is hereby determined to be necessary that the Village issue the Bonds in the aggregate original principal amount of not to exceed \$5,550,000, except as provided in Section 2.08 with respect to the replacement of lost, stolen, or destroyed. The Bonds shall be substantially in the form of *Exhibit A* to this Ordinance, which is hereby incorporated by reference and made a part hereof, and in the denominations provided for in the Bonds. The Bonds may have notations, legends or endorsements required by law or usage.

*Section 2.03 Terms of the Bonds.* The Bonds shall be issued as fully registered Bonds, in the denominations set forth in the form of Bond attached hereto as *Exhibit A*. The Bonds shall bear interest from their date until the principal amount of the Bonds is paid.

Each of the Authorized Officers is hereby authorized to determine the principal amount of the Bonds (*provided* that the aggregate original principal amount of the Bonds shall not exceed \$5,550,000), the dated date, and the interest rate for the Bonds, *provided* that the interest rate on the Bonds shall not exceed 9.0%. The approval by the Authorized Officer of such terms of the Bonds, within the parameters set forth in this Section, shall be evidenced by his or her execution of a written Bond Order and Notification of Sale (the "*Bond Order*") and *Exhibit B* attached hereto and made a part hereof.

The Bonds shall be subject to mandatory redemption prior to maturity as set forth in the form of Bond attached hereto as *Exhibit A* and in *Exhibit B* hereto. The Authorized Officer is hereby authorized to determine the redemption terms for the Bonds as shall be in the best financial interest of the Village.

The Bonds shall be numbered consecutively from R-1 up.

Subsequent to the sale of each of the Bonds, the Authorized Officer shall file the Bond Order in the office of the Village Clerk of the Village directed to the Village setting forth the terms of sale of such Bonds, including a completed *Exhibit B* hereto, as provided in Section 6.01. The provisions of the Exhibits hereto are hereby incorporated herein by reference to the same extent as if set forth in full in this Ordinance.

*Section 2.04 Interest on the Bonds.* Interest on the Bonds shall be payable semiannually as set forth in the Bond Order. Interest shall accrue on the basis of a 360-day year consisting of twelve 30-day months.

*Section 2.05 Interest Rate Determination Method.* The Village Treasurer shall determine the interest rate on the Bonds on each Interest Rate Determination Date for the following six-month period which shall be the Prime Rate however it shall be no greater than the Maximum Interest Rate.

*Section 2.06 Execution and Authentication.* Bonds in the principal amount set forth in the Bond Order and *Exhibit B* hereto shall be executed on behalf of the Village, authenticated by the Village Treasurer, as paying agent (the "*Paying Agent*"), and delivered to or upon the written order of the Village Treasurer.

The Bonds shall be signed on behalf of the Village by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk, and the seal of the Village shall be impressed or imprinted on the Bonds by facsimile or otherwise. All authorized facsimile signatures shall have the same effect as if manually signed. If an officer of the Village whose signature is on a Bond no longer holds that office at the time the Village authenticates the Bond, the Bond shall nevertheless be valid. Also, if a person signing a Bond is the proper officer on the actual date of execution, the Bond shall be valid even if that person is not the proper officer on the nominal date of action.

A Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under this Bond Ordinance until the Paying Agent manually signs the certificate of authentication on such Bond. Such signature shall be conclusive evidence that such Bond has been authenticated under this Bond Ordinance.

*Section 2.07 Bond Register.* Bonds must be presented at the principal office maintained for the purpose by the Village for registration of transfer, exchange and payment. Bonds tendered by their Owners must be delivered as specified in the Bonds. The Village shall keep a register of Bonds and of their transfer and exchange, which register shall be open to inspection by the Purchaser during normal business hours.

*Section 2.08 Registration and Exchange of Bonds; Persons Treated as Owners.* Bonds may be transferred only on the register maintained by the Paying Agent. Upon surrender for transfer of any Bond to the Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or the Owner's attorney duly authorized in writing, the Village shall execute and the Paying Agent shall authenticate and deliver a new Bond or Bonds in an equal aggregate principal amount and of the same series and registered in the name of the transferee.

Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same series and of different authorized denominations. The Village shall execute and the Paying Agent shall authenticate and deliver the new Bond or Bonds that the Bondholder making the exchange is entitled to receive, bearing numbers not then outstanding.

Except in connection with the purchase of tendered Bonds, the Paying Agent shall not be required to transfer or exchange any Bond called for redemption or during the period beginning 15 days before the mailing of a notice calling the Bonds or any portion of the Bonds for redemption and ending on the redemption date. In the event the Paying Agent transfers such Bonds, the new owner shall be given notice of the pending redemption.

The Owner of a Bond shall be the absolute owner of such Bond for all purposes, and all payments of principal, premium, if any, interest or purchase price shall be made only to or upon the written order of such Owner or such Owner's legal representative.

The Paying Agent shall require the payment by a Bondholder requesting exchange or transfer of any tax or other governmental charge required to be paid in respect of the exchange or transfer but will not impose any other charge.

*Section 2.09 Mutilated, Lost, Stolen, or Destroyed.* If any Bond is mutilated, lost, stolen or destroyed, the Village shall execute and the Paying Agent shall authenticate and deliver a new Bond of the same series and denomination. Any mutilated Bond shall first be surrendered to the Paying Agent, and if, in the case of any lost, stolen or destroyed Bond, there shall first be furnished to the Paying Agent and the Village evidence of such loss, theft or destruction, together with an indemnity satisfactory to the Village. If such Bond has matured, instead of issuing a replacement Bond, the Paying Agent may with consent of the Village pay such Bond without requiring surrender of such Bond upon satisfaction of such requirements as the Paying Agent deems fit for the protection of the Village and the Paying Agent, including a lost instrument bond. The Village and the Paying Agent may charge reasonable fees and expenses in this connection.

*Section 2.10 Cancellation of Bonds.* Whenever a Bond is delivered to the Paying Agent for cancellation (upon payment, redemption or otherwise), or for transfer, exchange or replacement pursuant to Section 2.07 or 2.08, the Paying Agent shall promptly cancel and destroy such Bond and deliver a certificate of destruction to the Village.

*Section 2.11 Temporary Bonds.* Until definitive Bonds are ready for delivery, the Village may execute and the Paying Agent shall authenticate and deliver temporary Bonds substantially in the form of the definitive Bonds, with appropriate variations. The Village shall, without unreasonable delay, prepare and execute and the Paying Agent shall authenticate and deliver definitive Bonds in exchange for the temporary Bonds. Such exchange shall be made by the Paying Agent without charge.

### ARTICLE III

#### REDEMPTION

*Section 3.01 Notices to Paying Agent.* If the Village elects to redeem any Bonds pursuant to any optional redemption provision set forth in the Bonds, the Village shall notify the Paying Agent of the applicable provision, the redemption date, the principal amount of Bonds to be redeemed, the redemption price and other necessary particulars. The Village shall give such notice at least 45 days before the redemption date.

*Section 3.02 Redemption Dates.* The redemption date of the Bonds to be redeemed pursuant to any optional redemption provision in the Bonds shall be a date permitted by the Bonds and specified by the Village in the notice delivered pursuant to Section 3.01.

*Section 3.03 Redemption Notices.* The Paying Agent shall give notice of each redemption as provided in the Bonds. The notice shall identify the Bonds to be redeemed and shall state (1) the redemption date, (2) the redemption price, which, in no event, shall be less than the unpaid principal and accrued interest on said Bonds, (3) that the Bonds called for redemption must be surrendered to collect the redemption price, (4) the address at which the Bonds must be

surrendered and (5) that interest on the Bonds called for redemption ceases to accrue on the redemption date.

Whenever, the Paying Agent is not the Village Treasurer or any other Authorized Officer, unless moneys sufficient to pay the principal of and the premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent prior to giving notice of redemption, such notice shall state that said redemption shall be conditioned upon the receipt by the Paying Agent of such moneys on or prior to the date fixed for redemption. Such moneys shall be held uninvested or, at the direction of the Treasurer, shall be invested in Government Securities which mature on such date or dates as necessary to provide funds on a timely basis for such redemption. If such moneys are not received by the redemption date, such notice shall be of no force and effect, the Village shall not redeem such Bonds, the redemption price shall not be due and payable and the Paying Agent shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

Failure to give any required notice of redemption as to any particular Bonds shall not affect the validity of the call for redemption of any Bonds in respect of which no such failure has occurred. Any notice mailed as provided in the Bonds shall be conclusively presumed to have been given, whether or not actually received by the addressee Owner.

*Section 3.04 Payment of Bonds Called for Redemption.* Upon surrender to the Paying Agent, Bonds called for redemption shall be paid as provided in this Article III at the redemption price stated in the notice, plus accrued interest, if any, to the redemption date.

*Section 3.05 Bonds Redeemed in Part.* Upon surrender of a Bond to be redeemed or purchased in part, the Village shall execute and the Paying Agent shall authenticate and deliver to the Owner a new Bond or Bonds in authorized denominations equal in aggregate principal amount to the unredeemed or unpurchased portion of the Bond surrendered.

## ARTICLE IV

### PAYMENT OF BONDS

*Section 4.01 Payments of Bonds.* Payments of principal of, and interest and premium, if any, on the Bonds will be paid from moneys deposited in the "Bond Fund," which is hereby created with the Paying Agent.

*Bond Fund.* The Paying Agent will make payments of principal of and interest and premium, if any, on the Bonds from the Unlimited Ad Valorem Taxes. The proceeds of investments of any such moneys may be used to the same extent as if the moneys invested could be used had they not been invested; provided, further, that all or any portion of such proceeds of investments shall be transferred by the Paying Agent to the Program Expense Fund upon written direction of an Authorized Officer. Funds in each category above will be held in separate and segregated sub-accounts and will not be commingled with funds from the other categories or from any other source. All moneys referred to in clause first above shall be held segregated by the Paying Agent.

All moneys credited to the Bond Fund (and all subaccounts therein) are hereby irrevocably pledged to and shall be used solely for (a) payment of interest on the Bonds, and (b) payment, redemption and retirement of the Bonds.

*Section 4.02 Investments of Bond Fund Moneys.* Except as provided below, whenever, the Paying Agent is not the Village Treasurer or any other Authorized Officer, the Paying Agent shall invest and reinvest moneys held in the Bond Fund by the Paying Agent as directed in writing by the Village in any Permitted Investment which the Village shall ensure is in compliance with the requirements of this Bond Ordinance and at a permissible yield determined in accordance with the Code and regulations promulgated thereunder.

The Paying Agent may make investments permitted by this Section through its own bond department or the bond department of any bank or trust company under common control with the Paying Agent. Investments shall be registered in the name of the Paying Agent and held by or under the control of the Paying Agent. The Paying Agent shall sell and reduce to cash a sufficient amount of investments whenever the cash held by the Paying Agent is insufficient. Whenever, the Paying Agent is not the Village Treasurer or any other Authorized Officer, the Paying Agent shall not be liable for any loss from such investments to the extent directed by an Village and to the extent such directions have been complied with by the Paying Agent.

*Section 4.03 Disposition of Bond Fund Moneys on Maturity Date.* Any moneys ("*Excess Bond Moneys*") (including investment proceeds) remaining in the Bond Fund on the Maturity Date, shall be paid by the Paying Agent in the next succeeding year after final real estate tax bills for the Area have been issued to the last taxpayer(s) of record for the Area, it being the express intention of the Village and the Developer that the Unlimited Ad Valorem Taxes levied and collected while any Bonds remain outstanding shall be in the aggregate amount necessary to meet the obligations of the Village hereunder, and no more.

*Section 4.04 Moneys Held in Trust.* The Paying Agent shall hold in trust for the benefit of the Bondholders all moneys held by it for any payment on the Bonds. The Paying Agent shall promptly, but in no event later than 30 days after their original deposit, apply moneys received from the Village in accordance with this Bond Ordinance and the Tax Agreement as directed by an Authorized Officer.

## ARTICLE V

[RESERVED]

## ARTICLE VI

### SALE OF BONDS; DOCUMENTS EFFECTING ISSUANCE OF THE BONDS

*Section 6.01 Sale of the Bonds.* The Authorized Officers are hereby authorized to proceed, without any further official authorization or direction whatsoever from the Corporate Authorities, to sell and deliver the Bonds to the Purchaser at the Purchase Price and upon the terms as herein provided. The Authorized Officers as shall be appropriate shall be and are hereby authorized and directed (i) to sell the Bonds upon finding that the Bonds meet the terms

and requirements of this Bond Ordinance and (ii) to execute the Bond Order. The Village Clerk is further directed to make available to the Corporate Authorities a copy of the executed Bond Order at the first regularly scheduled meeting of the Corporate Authorities following the execution of the same, but such action shall be for information purposes only, and the Corporate Authorities shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Order. Said executed Bond Order shall be filed by the Village Clerk in the official files and records of the Corporate Authorities following such regularly scheduled meeting. Nothing in this Section shall require the Authorized Officers to sell the Bonds if in their judgment the conditions in the bond markets shall have markedly deteriorated from the time of adoption hereof, but the Authorized Officers shall have the authority to sell the Bonds from time to time in any event so long as the limitations set forth in this Bond Ordinance and the conditions of this Section shall have been met. Proceeds received upon the sale of the Bonds shall be deposited with the Prior Trustee and used to pay the costs of redeeming the Refunded Bonds.

## ARTICLE VII

### PROVISIONS RELATING TO UNLIMITED AD VALOREM TAXES AND APPLICATION THEREOF

*Section 7.01 Unlimited Ad Valorem Taxes Levied.* For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due and to pay and discharge the principal thereof on a redemption date, and at maturity, there is hereby levied upon all of the taxable property within the Area, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that purpose; and there is hereby levied on all of the taxable property in the Area, in addition to all other taxes, the direct annual taxes in the amounts and for the years as shall be provided in the Bond Order (the "*Unlimited Ad Valorem Taxes*").

The Unlimited Ad Valorem Taxes shall be transferred by the Village upon receipt to the Paying Agent and shall be deposited into the "Unlimited Ad Valorem Tax Account," a separate and segregated account which is hereby created with the Paying Agent, and applied for payment of (i) interest on the Bonds and (ii) payment, redemption and retirement of the Bonds. Payments coming due at any time when there are insufficient funds on hand from the Unlimited Ad Valorem Taxes to pay the same shall be paid promptly when due from current funds on hand and lawfully available, if any, in advance of the collection of the said taxes herein levied; and when the Unlimited Ad Valorem Taxes shall have been collected, reimbursement shall be made to said funds in the amount, if any, so advanced.

The Village covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the Unlimited Ad Valorem Taxes. The Village and its officers will comply with all present and future applicable laws in order to assure that the Unlimited Ad Valorem Taxes may be levied, extended and collected as provided herein and deposited into the Unlimited Ad Valorem Tax Account.

The Village will not encumber, pledge or place any charge or lien upon any of the Unlimited Ad Valorem Taxes or other amounts pledged to the Bonds superior to or on a parity with or junior to the pledge and lien created in this Bond Ordinance for the benefit of the Bonds.

*Section 7.02 Filing of Tax Levies.* Promptly, as soon as this Ordinance becomes effective, a copy hereof, certified by the Village Clerk of the Village, shall be filed with the County Clerk; and said County Clerk shall in and for each of the years set forth in the Bond Order ascertain the rate percent required to produce the aggregate tax hereinbefore provided to be levied in each of said years; and said County Clerk shall extend the same for collection on the tax books against all of the taxable property within the Area in addition to other taxes levied in said years in the Area in order to raise the respective amounts levied aforesaid, and in said years such annual tax shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes, and without limit either as to rate or amount.

*Section 7.03 Abatement of Unlimited Ad Valorem Taxes.* Not earlier than January 2 and not later than the last date in any Tax Year that the County Clerk will accept the filing of an ordinance levying a tax to be extended during such Tax Year for the payment of principal of and interest on general obligation bonds, the Village Treasurer shall conduct an accounting (an "Accounting") (i) to determine the amount on deposit in and to the credit of the Bond Fund, (ii) to determine the amount of any additional monies which have been transferred to the Bond Fund by proper proceedings of the Corporate Authorities, and (iii) to determine the amount of Unlimited Ad Valorem Taxes to be abated for. Each Accounting shall set forth the aggregate amount of funds which are anticipated to be on deposit in the Bond Fund and available for the purpose of abating the Unlimited Ad Valorem Taxes to be extended during that Tax Year. In calculating the amount to be abated the Village Treasurer shall assume the Bonds will bear interest at the Prime Rate determined on December 1 pursuant to Section 2.05 plus one percent (1.00%). By proper proceedings the Corporate Authorities shall direct the abatement of the Unlimited Ad Valorem Taxes for that Tax Year upon a finding that sufficient funds of the Village will be on hand and available to pay principal of and interest on the Bonds and redemption of the Bonds during the period otherwise provided for from said levy.

## **ARTICLE VIII**

### **APPLICATION OF PROCEEDS OF SALE OF BONDS**

*Section 8.01 Application of Proceeds.* The Village will cause the proceeds of the sale of the Bonds to be deposited as described below. The Paying Agent will deposit an amount of the proceeds of the initial sale of the Bonds designated in the Bond Order to pay the costs of issuing the Bonds ("*Costs of Issuance*"), as directed in writing by an Authorized Officer.

Simultaneously with the delivery of the Bonds, the principal proceeds of the Bonds, are hereby appropriated for the purpose of refunding the Refunded Bonds and shall be deposited in trust with Prior Trustee solely for the purpose of refunding the Refunded Bonds. The Village will provide notice to the Prior Trustee to redeem the Prior Bonds at the earliest possible date and will direct the Prior Trustee to use current funds on hand less an amount set aside for costs of issuing the Bonds toward that redemption, all as set forth in the Bond Order.

## ARTICLE IX

### ADDITIONAL COVENANTS OF THE VILLAGE

The Village hereby covenants and agrees so long as any Bonds are outstanding as follows:

*Section 9.01 Authority for Bonds.* The Village is duly authorized under the laws of the State of Illinois and under all other applicable provisions of law to create and issue the Bonds herein provided for, and to pledge and apply the Unlimited Ad Valorem Taxes as herein provided; that all corporate and other action on its part for the creation and issuance of the Bonds has been duly taken; that said Bonds when issued and in the hands of the holders thereof will be valid and enforceable obligations of the Village according to the import thereof; that this Bond Ordinance is and will remain a valid Bond Ordinance to secure the payment of said Bonds and that the Village has complete and lawful authority and privilege to acquire, construct, equip and install the Project as herein provided.

*Section 9.02 To Pay Principal, Interest and Purchase Price.* The Village will duly and punctually pay or cause to be paid the principal sum and the interest accruing on said principal, and the purchase price of any Bond tendered in accordance with the provisions of this Bond Ordinance, on each and every one of the Bonds issued or to be issued hereunder, at the dates and places and in the manner provided in said Bonds according to the terms thereof.

*Section 9.03 Payment of Bondholders' Costs and Expenses.* The Village will pay all and singular the costs, charges and expenses including reasonable attorney fees incurred or paid at any time by the holder of any of the Bonds because of the failure on the part of the Village to perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants of the Bonds and this Bond Ordinance, or either of them.

## ARTICLE X

### DISCHARGE OF BOND ORDINANCE

*Section 10.01 Bonds Deemed Paid; Discharge of Bond Ordinance.* Any Bond shall be deemed paid for all purposes of this Bond Ordinance when (a) payment of the principal of and premium, if any, and interest on such Bond to the due date of such principal and interest (whether at maturity, upon redemption or otherwise) has been made in accordance with the terms of the Bonds and (b) all compensation and reasonable expenses of the Paying Agent pertaining to such Bond have been paid or provided for to the Paying Agent's satisfaction. When a Bond is deemed paid, it will no longer be secured by or entitled to the benefits of this Bond Ordinance or be an obligation of the Village, except that it may be tendered as provided in the Bonds and transferred, exchanged or replaced as provided in Article II.

When all outstanding Bonds are deemed paid under the provisions of this Section, the Paying Agent shall, upon request, acknowledge the discharge of the lien of this Bond Ordinance; *provided, however,* that the obligations under Article II in respect of the transfer, exchange and replacement of Bonds shall survive the discharge of the lien of this Bond Ordinance.

*Section 10.02 Repayment to Village.* The Paying Agent shall promptly pay to the Village, upon request, any excess moneys or securities held by the Paying Agent at any time under this Article X and any money held by the Paying Agent under any other provision of this Bond Ordinance for the payment of principal, premium, if any, or interest on the Bonds that remains unclaimed for two years.

## ARTICLE XI

### DEFAULTS AND REMEDIES

*Section 11.01 Events of Default.* An "Event of Default" is any of the following:

(a) Default in the payment of any interest on any Bond when due and payable.

(b) Default in the payment of principal or premium on any Bond when due and payable, whether at maturity, upon redemption, by declaration or otherwise.

(c) The Village fails to perform any of its agreements in this Bond Ordinance or the Bonds (except a failure that results in an Event of Default under clause (a) or (b) above), the performance of which is material to the Bondholders, and the failure continues after the notice and for the period specified in this Section.

(d) The Village pursuant to or within the meaning of any Bankruptcy Law (1) commences a voluntary case, (2) consents to the entry of an order for relief against it in an involuntary case, (3) consents to the appointment of a Custodian for the Village or any substantial part of its property or (4) makes a general assignment for the benefit of its creditors.

(e) A court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (1) is for relief against the Village in an involuntary case, appoints a Custodian for the Village or any substantial part of its property or orders the winding up or liquidation of the Village, and the decree or order remains unstayed and in effect for 60 days.

A default under clause (c) of this Section is not an Event of Default until the Bondholder gives the Village a notice specifying the default, demanding that it be remedied and stating that the notice is a "Notice of Default," and the Village does not cure the default within 90 days after receipt of the notice, or within such longer period as the Paying Agent shall agree to. Whenever, the Paying Agent is not the Village Treasurer or any other Authorized Officer, the Paying Agent shall not unreasonably refuse to agree to a longer period if the default cannot reasonably be cured within 90 days after receipt of the notice and the Village has begun within 90 days and continued diligent efforts to correct the default.

*Section 11.02 Remedies.* If an Event of Default has occurred and is continuing, the Paying Agent may and, with respect to an Event of Default under Section 11.01(a) or (b) whenever, the Paying Agent is not the Village Treasurer or any other Authorized Officer, if the Paying Agent shall have been requested to do so by the Bondholder, the Paying Agent shall, pursue any available remedy by proceeding at law or in equity to collect the principal of, and the premium, if any, and interest on, the Bonds or to enforce the performance of any provision of the Bonds or this Bond Ordinance; otherwise, if the Paying Agent is the Village Treasurer or any other Authorized Officer, any Bondholder may pursue any available remedy by proceeding at law or in equity to collect the principal of, and the premium, if any, and interest on, the Bonds or to enforce the performance of any provision of the Bonds or this Bond Ordinance.

Whenever, the Paying Agent is not the Village Treasurer or any other Authorized Officer, the Paying Agent may maintain a proceeding even if it does not possess any of the Bonds or does not produce any of them in the proceeding. A delay or omission by the Paying Agent or any Bondholder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in such Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative.

*Section 11.03 Waiver of Past Defaults.* Any Bondholder by notice to the Paying Agent and the Village, may waive an Event of Default and its consequences. When an Event of Default is waived, it is cured and stops continuing, but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent to it.

*Section 11.04 Control by Majority.* The Bondholders of not less than a majority in the aggregate principal amount of the Bonds then Outstanding may direct the time, method and place of conducting any proceeding for any remedy available to the Paying Agent or of exercising any trust or power conferred on it. However, the Paying Agent may refuse to follow any direction that conflicts with law or this Bond Ordinance.

*Section 11.05 Limitation on Suits.* A Bondholder may not pursue any remedy with respect to this Bond Ordinance or the Bonds unless (a) the Bondholder gives the Paying Agent notice stating that an Event of Default is continuing, (b) assuming that the Paying Agent is not the Village Treasurer or any other Authorized Officer, the Bondholder makes a written request to the Paying Agent to pursue such remedy, (c) assuming that the Paying Agent is not the Village Treasurer or any other Authorized Officer, the Bondholder offers to the Paying Agent indemnity satisfactory to the Paying Agent against any loss, liability or expense incurred in connection therewith and (d) assuming that the Paying Agent is not the Village Treasurer or any other Authorized Officer, the Paying Agent does not comply with such request within 60 days after receipt of such request and offer of indemnity.

A Bondholder may not use this Bond Ordinance to prejudice the rights of another Bondholder or to obtain a preference or priority over any other Bondholder.

*Section 11.06 Rights of Owners to Receive Payment.* Notwithstanding any other provision of this Bond Ordinance, the right of any Owner to receive payment of the principal of, and premium, if any, and interest on, a Bond, on or after the due dates expressed in such Bond, or the purchase price of a Bond on or after the date for its purchase as provided in such Bond, or

to bring suit for the enforcement of any such payment on or after such dates, shall not be impaired or affected without the consent of such Owner.

*Section 11.07 Priorities.* If the Paying Agent collects any money pursuant to this Article XI, it shall pay out such money as soon as practicable in the following order:

FIRST: To the Paying Agent for amounts to which it is entitled under this Ordinance;

SECOND: To the Bondholder for amounts due and unpaid on the Bonds for principal, premium, if any, and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Bonds for principal, premium, if any, and interest, respectively; and

THIRD: To the Village.

The Paying Agent may fix a payment date for any payment to the Bondholder.

## ARTICLE XII

### PAYING AGENT

*Section 12.01 Paying Agent.* The Paying Agent for the Bonds may be the Village or a bank, as described in Section 12.05. Initially, the Treasurer of the Village shall be the Paying Agent for the Bonds. The Paying Agent may be replaced with the consent of the Bondholder pursuant to section 12.05. The Village, at its option, may designate a new Paying Agent upon notice to the Developer and the Village, the Developer, and the new Paying Agent will enter into a new paying agent agreement.

*Section 12.02 Rights of Paying Agent.*

(a) The Paying Agent may rely on any document believed by it to be genuine and to have been signed or presented by the proper person. The Paying Agent need not investigate any fact or matter stated in such document.

(b) The Paying Agent shall not be liable for any action it takes or omits to take in good faith in reliance on any certificate of an Authorized Officer or officers of the Village or any Opinion of Counsel.

*Section 12.03 Individual Rights of Paying Agent.* The Paying Agent in its individual or any other capacity may become the Owner or a pledgee of Bonds and may otherwise deal with the Village or its affiliates with the same rights it would have if it were not the Paying Agent.

*Section 12.04 Notice of Defaults.* If an event occurs which, with the giving of notice or lapse of time or both, would become an Event of Default, and if such event is continuing and is known to the Paying Agent, the Paying Agent shall mail to each Bondholder notice of such event within 90 days after it occurs. Except in the case of a default in the payment or purchase on any Bonds, the Paying Agent may withhold such notice if and so long as a committee of its

Authorized Officers in good faith determines that withholding such notice is in the best interests of the Bondholders.

*Section 12.05 Eligibility of Paying Agent.* The Village may be removed as Paying Agent by substituting a bank that is a corporation or association organized and doing business under the laws of the United States of America or any state, is authorized under such laws to exercise corporate trust powers in the State of Illinois, is subject to supervision or examination by United States of America or state authority and has a combined capital, surplus and undivided profits of at least \$10,000,000 as set forth in its most recent published annual report of condition.

### ARTICLE XIII

#### AMENDMENTS OF AND SUPPLEMENTS TO BOND ORDINANCE

*Section 13.01 Without Consent of Bondholders.* The Village may amend or supplement this Bond Ordinance or the Bonds without notice to or the consent of any Bondholder:

- (a) to cure any ambiguity, inconsistency or formal defect or omission;
- (b) to grant to the Paying Agent for the benefit of the Bondholders additional rights, remedies, powers or authority;
- (c) to modify this Bond Ordinance or the Bonds to permit qualification under the Trust Indenture Act of 1939 or any similar federal statute at the time in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States of America;
- (d) to authorize different authorized denominations of the Bonds and to make correlative amendments and modifications to this Bond Ordinance regarding exchangeability of Bonds of different authorized denominations, redemptions of portions of Bonds of particular authorized denominations and similar amendments and modifications of a technical nature;
- (e) to make any change (including a change in Section 4.01 to reflect any amendment to the Code or interpretations by the Internal Revenue Service of the Code) that does not materially adversely affect the rights of any Bondholder.

*Section 13.02 With Consent of Bondholder.* If an amendment of or supplement to this Bond Ordinance or the Bonds without the consent of Bondholders is not permitted by Section 13.01, the Village may enter into such amendment or supplement with the consent of the Owners of at least a majority in the aggregate principal amount of the Bonds then outstanding. However, without the consent of each Bondholder affected, no amendment or supplement may (a) extend the maturity of the principal of, or interest on, any Bond, (b) reduce the principal amount of, or rate of interest on, any Bond, (c) effect a privilege or priority of any Bond or Bonds over any other Bond or Bonds, (d) reduce the percentage of the aggregate principal amount of the Bonds the Owners of which are required to consent to such amendment or supplement, (e) eliminate the Owners' rights to any mandatory redemption of the Bonds, or extend the call date for mandatory

redemption, or reduce the purchase or redemption price of the Bonds or (f) create a lien ranking prior to the lien of this Bond Ordinance.

*Section 13.03 Effect of Consents.* After an amendment or supplement becomes effective, it will bind every Bondholder unless it makes a change described in clauses (a) through (f) of the second sentence of Section 13.02, in which case the amendment or supplement will bind each Bondholder who consented to it and each subsequent Owner of a Bond or portion of a Bond evidencing the same debt as the consenting Owner's Bond.

*Section 13.04 Notation on or Exchange of Bonds.* If an amendment or supplement changes the terms of a Bond, the Village may require the Owner to deliver such Bond to the Paying Agent. The Paying Agent may place an appropriate notation on such Bond about the changed terms and return it to the Owner. Alternatively, if the Paying Agent and the Village so determine, the Village, in exchange for such Bond, shall execute and the Paying Agent shall authenticate and deliver a new Bond that reflects the changed terms.

*Section 13.05 Notice to Bondholders.* The Village shall cause notice of the execution of each amendment or supplement to this Bond Ordinance to be mailed to the Bondholders by first-class mail. The notice shall, at the option of the Village, either (i) briefly state the nature of the amendment or supplement and that copies of it are on file with the Paying Agent for inspection by the Bondholders or (ii) enclose a copy of such amendment or supplement.

## ARTICLE XIV

### MISCELLANEOUS

*Section 14.01 Benefits of Holders Limited to Parties.* Nothing in this Bond Ordinance, expressed or implied, is intended or shall be construed to confer upon, or to give to, any person, firm or corporation other than the Village, the Paying Agent, and the Bondholders, any right, remedy or claim under or by reason of this Bond Ordinance, and any covenants, stipulations, promises and agreements in this Bond Ordinance contained by and on behalf of the Village shall be for the sole and exclusive benefit of the Village, the Paying Agent, and the Bondholders.

*Section 14.02 Successor Is Deemed Included in All References to Predecessor.* Whenever in this Bond Ordinance or any ordinance supplemental hereto either the Village or the Paying Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Bond Ordinance contained by or on behalf of the Village shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

*Section 14.03 Waiver of Personal Liability.* No officer, agent or employee of the Village shall be individually or personally liable for the payment of the principal of or interest on the Bonds, but nothing herein contained shall relieve any such officer, agent or employee from the performance of any official duty provided by law.

*Section 14.04 Partial Invalidity.* If any one or more of the covenants or agreements, or portions thereof, provided in this Bond Ordinance should be contrary to law, then such covenant

or covenants, such agreement or agreements or such portions thereof, shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of this Bond Ordinance or of the Bonds.

*Section 14.05 Headings and Index.* Any headings preceding the texts or the several agencies hereof and any table of contents appended to copies hereof shall be solely for convenience of reference and shall not constitute a part of this Bond Ordinance, nor shall they affect its meaning, construction or effect.

*Section 14.06 Covenants Not to Be Deemed Covenants of Any Present or Future Officer, Agent or Employee of Village.* All covenants, stipulations, obligations and agreements of the Village contained in this Ordinance shall be deemed to be covenants, stipulations, obligations and agreements of the Village to the full extent authorized by law and permitted by the Constitution of the State of Illinois, and no covenants, stipulations, obligations or agreements contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the Village in his individual capacity, and no officer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issue thereof. No officer, agent or employee of the Village shall incur any personal liability in acting or proceeding or in not acting or not proceeding in good faith, reasonably and in accordance with the terms of this Bond Ordinance and applicable law.

*Section 14.07 Notices.* (a) Any notice, request, direction, designation, consent, acknowledgment, certification, appointment, waiver or other communication required or permitted by this Bond Ordinance or the Bonds must be in writing except as expressly provided otherwise in this Bond Ordinance or the Bonds.

(b) Any notice or other communication shall be sufficiently given and deemed given when delivered by hand or mailed by first-class mail, postage prepaid, addressed as follows: if to the Village or Paying Agent, to the Village Treasurer, Village of Bartlett, 228 South Main Street, Bartlett, Illinois 60103-4495; and if to the Bondholders, as provided in the Bond registration books kept pursuant to this Bond Ordinance. Any addressee may designate additional or different addresses for purposes of this Section 14.07.

*Section 14.08 Bondholders' Consents.* Any consent or other instrument required by this Bond Ordinance to be signed by Bondholders may be in any number of concurrent documents and may be signed by a Bondholder or by the Bondholder's agent appointed in writing. Proof of the execution of such document or of the instrument appointing an agent and of the ownership of Bonds, if made in the following manner, shall be conclusive for any purposes of this Bond Ordinance with regard to any action taken by the Village under such document or instrument:

(a) The fact and date of a person's signing any document or instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within that jurisdiction that the person signing such document or instrument acknowledged before such officer the execution of such document or instrument, or by an affidavit of any witness to the signing.

(b) The fact of ownership of any Bond, the principal amount thereof, the number and other identification thereof and the date of holding shall be proved by the registration books kept pursuant to this Bond Ordinance.

In determining whether the Owners of the required aggregate principal amount of Bonds Outstanding have taken any action under this Bond Ordinance, Bonds owned by the Village or any person controlling, controlled by or under common control with the Village shall be disregarded and deemed not to be Outstanding. In determining whether the Paying Agent shall be protected in relying on any such action, only Bonds which the Paying Agent knows to be so owned shall be disregarded.

Any consent or other instrument shall be irrevocable and shall bind any subsequent Owner of a Bond or of any Bond delivered in substitution therefor.

*Section 14.09 Limitation of Rights.* Nothing expressed or implied in this Bond Ordinance or the Bonds shall give to any person other than the Paying Agent, the Village, and the Bondholders any right, remedy or claim under or with respect to this Bond Ordinance.

*Section 14.10 Payments Due on Non-Business Days.* If a payment date is not a Business Day at the place of payment, then payment may be made at that place on the next Business Day, and interest shall not accrue for the intervening period.

*Section 14.11 Governing Law.* This Bond Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Illinois.

*Section 14.12 Counterparts.* This Bond Ordinance may be signed in several counterparts, each of which shall be an original, but all of which together shall constitute the same instrument.

*Section 14.13 Bond Ordinance Effective on Passage.* This Bond Ordinance shall become immediately effective upon its passage and approval.

Approved:

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

Attest:

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

(SEAL)

**EXHIBIT A**

(FORM OF BOND)

FRONT SIDE

REGISTERED  
No. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS  
SPECIAL SERVICE AREA NUMBER ONE UNLIMITED  
AD VALOREM TAX REFUNDING BOND,  
SERIES 2018

See Reverse Side for  
Additional Provisions

MATURITY DATE:

DATED DATE:

Registered Owner:

Principal Amount:

[1] THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS (the "*Village*"), a home rule unit and body corporate created and existing under the laws of the State of Illinois, hereby acknowledges itself to owe and for value received promises to pay solely from the collection of taxes levied against all of the taxable property in that part of the Village known as Special Service Area Number One (the "*Area*") to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above (or if this Bond is called for earlier redemption as described herein, on the redemption date), the Principal Amount identified above and to pay interest and premium, if any provided in this Bond. The Treasurer of the Village, is serving as paying agent with respect to the Bonds (the "*Paying Agent*").

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; and that the amount of this Bond, and the Series of which it is one, and the total authorized issue of Bonds of which this Series is a part, do not exceed any limit prescribed by the Constitution or statutes of the State of Illinois.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Paying Agent.

[5] IN WITNESS WHEREOF, the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, by its President and Board of Trustees, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its President and the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or imprinted hereon, all as of the Dated Date identified above.

VILLAGE OF BARTLETT, COOK, DUPAGE AND  
KANE COUNTIES, ILLINOIS

---

President

---

Village Clerk

(SEAL)

CERTIFICATE  
OF  
AUTHENTICATION

Date of Authentication:  
\_\_\_\_\_

This Bond is one of the Bonds described in the within mentioned Bond Ordinance and is one of the Special Service Area Number One Unlimited Ad Valorem Tax Refunding Bonds, Series 2018, of The President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois.

VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE  
COUNTIES, as Paying Agent

By \_\_\_\_\_  
Village Treasurer

[Form of Bond - Reverse Side]

VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS

SPECIAL SERVICE AREA NUMBER ONE UNLIMITED  
AD VALOREM TAX REFUNDING BOND

SERIES 2018

[6] This bond is one of a series of bonds (the "*Bonds*") in the aggregate principal amount of \$\_\_\_\_\_ issued by the Village for the purpose of paying the costs of refunding certain of its Special Service Area Number One (Bluff City) Unlimited Ad Valorem Tax Variable Rate Demand Bonds, Series 2004, all as described and defined in the amended ordinance authorizing the Bonds (the "*Bond Ordinance*"), pursuant to and in all respects in compliance with the applicable provisions of the Special Service Area Tax Law, as supplemented and amended, the Local Government Debt Reform Act, as amended, and all Omnibus Bond Acts of the State of Illinois, as amended, and as supplemented by the home rule powers of the Village (collectively, the "*Act*"). The Bonds are issued in compliance with the terms of the Bond Ordinance, which has been duly passed by the President and Board of Trustees of the Village, approved by the President, and published, in all respects as by law required.

[7] It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the authorizing Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Village, represented by the Bonds, and including all other indebtedness of the Village, howsoever evidenced or incurred, does not exceed any constitutional or statutory or

other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the Area sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

[8] All of the Bonds are equally and ratably secured by said pledge and lien without priority or preference one over the other by reason of denomination, number, maturity, date or terms of redemption prior to maturity, date of sale or delivery or otherwise.

[9] The Village has covenanted in the Bond Ordinance that it will keep and perform all of the covenants and agreements in the Bond Ordinance.

[10] Interest shall accrue on the basis of a 360-day year consisting of twelve 30-day months. Interest will accrue on the unpaid portion of the principal of this Bond from the last date to which interest was paid or, if no interest has been paid, from the date of the original issuance of the Bonds until the entire principal amount of this Bond is paid. The interest rate shall be adjusted each Interest Rate Determination Date to reflect the Prime Rate.

[11] All redemptions will be paid in funds immediately available on the redemption date at a redemption price of 100% of the principal amount of the Bonds being redeemed (plus any premium required as provided below), plus accrued interest, if any, to the relevant redemption date; provided, however, that installments of interest which shall have become due and payable on or prior to such redemption date shall be payable to the Owners of the Bonds being redeemed (or any predecessor Bonds) at the close of business on the relevant Record Date. Bonds tendered for purchase on a date after a call for redemption but before the redemption date will be purchased pursuant to the tender.

*Notice of Redemption.* The Paying Agent will mail a notice of redemption by first-class mail to each Bondholder at its registered address at least 30 days before each redemption of the Bonds. Failure to give any required notice of redemption as to any particular Bonds will not affect the validity of the call for redemption of any Bonds in respect of which no such failure has occurred. Any notice mailed as provided in this paragraph will be conclusively presumed to have been given, whether or not actually received by the addressee.

*Effect of Notice of Redemption.* When notice of redemption is required and duly given, or when Bonds are to be redeemed without notice, all Bonds called for redemption will become due and payable on the redemption date at the applicable redemption price when funds are deposited with the Trustee sufficient for such redemption or for such purchase, interest on the Bonds to be so redeemed or purchased will cease to accrue as of the date of such redemption or purchase.

[12] The Bonds are issuable in registered form in denominations of \$5,000 and authorized integral multiples thereof. An Owner may transfer or exchange Bonds in accordance with the Bond Ordinance. The Paying Agent may require an Owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Bond Ordinance. The Paying Agent shall not be required to transfer or exchange any Bond which has been called for redemption or during the period beginning 15

days before the mailing of a notice calling the Bonds or any portion of the Bonds for redemption and ending on the redemption date.

[13] The Registered Owner of this Bond will be treated as the owner for all purposes, and all payments of principal, premium, interest and purchase price shall be made only to or upon the written order of the Registered Owner or the Registered Owner's legal representative.

[14] If money for the payment of principal, premium, interest or purchase price with respect to this Bond remains unclaimed for two years, the Paying Agent will pay the money to or for the account of the Village. After such payment, the persons entitled to such money must look only to the Village (unless an abandoned property law designates another person) for payment.

[15] The Bond Ordinance provides that the occurrence of certain events constitute Events of Default. An Event of Default and its consequences may be waived as provided in the Bond Ordinance. Bondholders may not enforce the Bond Ordinance or the Bonds except as provided in the Bond Ordinance. Except as specifically provided in the Bond Ordinance, the Paying Agent may refuse to enforce the Bond Ordinance or the Bonds unless it receives indemnity satisfactory to it. Subject to certain limitations, Owners of a majority in aggregate principal amount of the Bonds then Outstanding may direct the Paying Agent in its exercise of any trust or power.

[16] Reference is hereby made to the Bond Ordinance for a more complete description of the nature and extent of the security, the rights of the Owners of the Bonds and the terms and conditions upon which the Bonds are, and are to be issued and secured, to all the provisions of which Bond Ordinance, each Owner by the acceptance hereof assents.

[17] With the consent of the Village and to the extent permitted by and as provided in the Bond Ordinance, the terms and provisions of the Bond Ordinance, or of any instrument supplemental thereto, may be modified or altered by the assent or authority of the Owners of at least a majority in aggregate original principal amount of the Bonds then Outstanding thereunder.

[18] This Bond does not constitute an obligation of the State of Illinois within the meaning or application of any Constitutional or statutory limitation or provision, and the Owner thereof shall never have the right to demand payment of this Bond or interest hereon out of any funds other than the revenues and income pledged for payment thereof.

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Please Print or Typewrite Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_, attorney-in-fact, to transfer the said Bond on the Bond Register with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

**EXHIBIT B**

**BOND TERMS**

The Bonds shall be issued in the aggregate principal amount of \$ \_\_\_\_\_, shall be dated \_\_\_\_\_, 2018, shall be numbered as determined by the Village and shall mature on December 1, 2023 (the "Maturity Date").

The interest payment dates on the Bonds shall be June 1 and December 1, commencing December 1, 2018.

The Bonds are subject to mandatory redemption prior to maturity, in part by lot as selected by the Village, at the principal amount to be redeemed plus accrued interest to the redemption date, on December 1 of the years and in the principal amounts as follows:

YEAR	PRINCIPAL AMOUNT
2018	
2019	
2020	
2021	
2022	
2023*	

---

\* Final Maturity

There are hereby levied the following Unlimited Ad Valorem Taxes as provided in Section 7.01 of the Bond Ordinance:

FOR THE YEAR      A TAX SUFFICIENT TO PRODUCE  
THE DOLLAR SUM OF:

2018	for principal and interest
2019	for principal and interest
2020	for principal and interest
2021	for principal and interest
2022	for principal and interest

The Bonds shall also be subject to redemption prior to maturity as set forth in the form of Bond in *Exhibit A* to the Bond Ordinance.

Trustee \_\_\_\_ moved and Trustee \_\_\_\_\_ seconded the motion that said ordinance as presented and read by the Village Clerk be adopted.

After a full discussion thereof, including a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, the President directed that the roll be called for a vote upon the motion to adopt said ordinance as read.

Upon the roll being called, the following Trustees voted AYE: \_\_\_\_\_.

The following Trustees voted NAY: \_\_\_\_\_.

Whereupon the President declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the Village Clerk to record the same in full in the records of the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

---

Lorna Giles, Village Clerk

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ADOPTED: this \_\_\_\_ day of \_\_\_\_\_, 2018

APPROVED: this \_\_\_\_ day of

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

Recorded In Village Records: this \_\_\_\_ day of \_\_\_\_\_, 2018.

Published in pamphlet form by authority of the Corporate Authorities on the \_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

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

STATE OF ILLINOIS            )  
  )  SS  
COUNTY OF COOK            )

**CERTIFICATION OF MINUTES AND ORDINANCE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "*Village*"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the Village and of the President and Board of Trustees (the "*Corporate Authorities*") thereof.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the \_\_\_ day of \_\_\_, 2018, insofar as the same relates to the adoption of an ordinance, numbered \_\_\_, and entitled:

AN AMENDED ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF VILLAGE OF BARTLETT, DUPAGE AND KANE COUNTIES, ILLINOIS, SPECIAL SERVICE AREA NUMBER ONE (BLUFF CITY) UNLIMITED AD VALOREM TAX REFUNDING BONDS, SERIES 2018, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,550,000, FOR THE PURPOSE OF REFUNDING THE VILLAGE'S SPECIAL SERVICE AREA NUMBER ONE (BLUFF CITY) UNLIMITED AD VALOREM TAX VARIABLE RATE DEMAND BONDS, SERIES 2004, SETTING FORTH THE TERMS UNDER WHICH BONDS ARE TO BE ISSUED, AND PROVIDING FOR THE RIGHTS OF THE OWNERS THEREOF.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; that an agenda for said meeting was posted on a day which was not a Saturday, Sunday or legal holiday for Illinois municipalities and at least 48 hours in advance of said meeting at the location where said meeting was held and at the principal office of the Corporate Authorities; that said agenda described or made specific reference to said ordinance; that a true, correct and complete copy of said agenda as so posted is attached hereto; and that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code, except as said Act and said Code are validly superseded by the home rule powers of the Village, and with all of the procedural rules of the Corporate Authorities in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village  
this \_\_ day of \_\_\_\_, 2018.

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

[SEAL] VILLAGE CLERK TO ATTACH AGENDA

**Special Service Area Number One (Bluff City) Unlimited Ad Valorem Tax Refunding  
Bonds, Series 2018 Public Hearing - 7:00 P.M.**

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**, 2018**  
**7:00 P.M.**

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF COOK                    )

**CERTIFICATE OF PUBLICATION IN PAMPHLET FORM**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "*Village*"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the President and Board of Trustees (the "*Corporate Authorities*") thereof.

I do further certify that on the \_\_ day of \_\_\_\_, 2018, there was published in pamphlet form, by authority of the Corporate Authorities, a true, correct and complete copy of an ordinance of the Village providing for the issuance of \$\_\_\_\_\_ Unlimited Ad Valorem Tax Refunding Bonds, Series 2018, of Special Service Area Number One of the Village and that said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Village this \_\_ day of \_\_\_\_, 2018.

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

[SEAL]

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF COOK                    )

**CERTIFICATE OF FILING**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such officer I do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2018, there was filed in my office a properly certified copy of Ordinance Number \_\_\_\_\_ passed by the Corporate Authorities of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, on the \_\_\_ day of \_\_\_\_\_, 2018, and entitled:

AN AMENDED ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF VILLAGE OF BARTLETT, DUPAGE AND KANE COUNTIES, ILLINOIS, SPECIAL SERVICE AREA NUMBER ONE (BLUFF CITY) UNLIMITED AD VALOREM TAX REFUNDING BONDS, SERIES 2018, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,550,000, FOR THE PURPOSE OF REFUNDING THE VILLAGE’S SPECIAL SERVICE AREA NUMBER ONE (BLUFF CITY) UNLIMITED AD VALOREM TAX VARIABLE RATE DEMAND BONDS, SERIES 2004, SETTING FORTH THE TERMS UNDER WHICH BONDS ARE TO BE ISSUED, AND PROVIDING FOR THE RIGHTS OF THE OWNERS THEREOF.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Cook, Illinois, at Chicago, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2018.

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

[SEAL]

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF COOK                    )

**BOND ORDER, NOTIFICATION OF SALE AND  
DIRECTION FOR LEVY OF TAXES**

TO: THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS (THE "VILLAGE"):

GREETINGS:

We are pleased to advise you as follows:

A. *Sale.* Please be advised that responsive to the authority contained in that certain ordinance adopted on \_\_\_\_\_, 2018, by the President and Board of Trustees (the "*Corporate Authorities*") of the Village (the "*Bond Ordinance*") (terms used herein shall have the meanings given to them in the Bond Ordinance unless otherwise defined herein), and being entitled:

AN AMENDED ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF VILLAGE OF BARTLETT, DUPAGE AND KANE COUNTIES, ILLINOIS, SPECIAL SERVICE AREA NUMBER ONE (BLUFF CITY) UNLIMITED AD VALOREM TAX REFUNDING BONDS, SERIES 2018, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,550,000, FOR THE PURPOSE OF REFUNDING THE VILLAGE'S SPECIAL SERVICE AREA NUMBER ONE (BLUFF CITY) UNLIMITED AD VALOREM TAX VARIABLE RATE DEMAND BONDS, SERIES 2004, SETTING FORTH THE TERMS UNDER WHICH BONDS ARE TO BE ISSUED, AND PROVIDING FOR THE RIGHTS OF THE OWNERS THEREOF.

B. *Terms.* The Bonds meet the terms and requirements of the Bond Ordinance. The specific terms of the Bonds and the levy of taxes to pay principal and interest on same are set forth in *Exhibit A* hereto and incorporated by reference herein.

C. *Use of the Proceeds.* Proceeds received upon the sale of the Bonds in the amount of \$\_\_\_\_\_ shall be deposited with the Prior Trustee and used to pay the costs of refunding the Refunded Bonds as authorized in the Bond Ordinance. Bond proceeds in the amount of \$\_\_\_\_\_ shall be used to pay Costs of Issuance as authorized in the Bond Ordinance.

D. *Records.* Finally, please be advised that this Bond Order, Notification of Sale and Direction for Levy of Taxes shall be entered into the records of the Village and made available to the Corporate Authorities at the next regularly scheduled meeting thereof for information purposes only.

Respectfully submitted this \_\_\_ day of \_\_\_\_\_, 2018.

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President

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Village Clerk

**ACKNOWLEDGMENT OF FILING**

Filed in the office of the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane  
Counties, Illinois this \_\_\_\_ day of August, 2018.

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Village Clerk

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF COOK                    )

**AVAILABILITY OF BOND ORDER**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "*Village*"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the Village and of the President and Board of Trustees (the "*Corporate Authorities*").

I do further certify that I made or will make available to all members of the Corporate Authorities at the public meeting of the Corporate Authorities held on the \_\_\_\_ day of \_\_\_\_\_, 2018, a Bond Order, as such term is defined in that certain ordinance entitled:

AN AMENDED ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF VILLAGE OF BARTLETT, DUPAGE AND KANE COUNTIES, ILLINOIS, SPECIAL SERVICE AREA NUMBER ONE (BLUFF CITY) UNLIMITED AD VALOREM TAX REFUNDING BONDS, SERIES 2018, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,550,000, FOR THE PURPOSE OF REFUNDING THE VILLAGE'S SPECIAL SERVICE AREA NUMBER ONE (BLUFF CITY) UNLIMITED AD VALOREM TAX VARIABLE RATE DEMAND BONDS, SERIES 2004, SETTING FORTH THE TERMS UNDER WHICH BONDS ARE TO BE ISSUED, AND PROVIDING FOR THE RIGHTS OF THE OWNERS THEREOF.

which Bond Order is responsive to such Ordinance; a true, correct and complete copy of which said Bond Order as provided at said meeting being attached hereto.

IN WITNESS WHEREOF hereunto affix my official signature and the official corporate seal of the Village this \_\_\_\_ day of \_\_\_\_, 2018.

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

[SEAL]

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF COOK                    )

**BOND ORDER FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting County Clerk of The County of Cook, Illinois, and as such officer I do further certify that on the \_\_\_ day of \_\_\_\_, 2018, there was filed in my office as County Clerk a BOND ORDER, NOTIFICATION OF SALE AND DIRECTION FOR LEVY OF TAXES, as attached hereto, signed by the President, Village Clerk and Village Treasurer of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that said Bond Order, Notification of Sale and Direction for Levy of Taxes has been placed on file in and appears in the records of my office.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the County, all this \_\_\_ day of \_\_\_\_, 2018.

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

[SEAL]



# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Joey Dienberg, Administrative Intern  
**Date:** 7/2/2018  
**Re:** Bartlett Lions Club Lions Day Dash

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The Lions Club is requesting to host their 14<sup>th</sup> annual 5k and 10k run/walk on Sunday August 26th, 2018 at 8:00 A.M. The route for the race will remain the same as last year and has been approved by the Bartlett Police Department. The Bartlett Lions club will notify residents near the Town Center of the race as they have done in the past.

The appropriate certificate of insurance has been submitted by the Lions Club, reviewed by the Village Attorney and is attached. A copy of the race route is also attached for your review.

## **MOTION**

I move to approve the parade permit requested by the Bartlett Lions Club for the Lions Day Dash on Sunday August 26th, 2018 at 8:00 A.M.

## Sam Hughes

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**Subject:** FW: Lions dach  
**Attachments:** untitled-[1.2]; ATT00001.htm; copier@horizonrealtyservices.com\_20180627\_122744.pdf; ATT00002.htm; Race Map.png; ATT00003.htm

**From:** [carrie@sypherd.com](mailto:carrie@sypherd.com)  
**Date:** July 2, 2018 at 12:40:45 PM CDT  
**To:** [sskrycki@vbartlett.org](mailto:sskrycki@vbartlett.org)  
**Cc:** [krybaski@vbartlett.org](mailto:krybaski@vbartlett.org), [Shughes@vbartlett.org](mailto:Shughes@vbartlett.org), [tisham@vbartlett.org](mailto:tisham@vbartlett.org)  
**Subject:** Lions dach

Hello! I spoke with Scott today saying that you need a letter to the village to approve the race. I do not have Lions Club letterhead because I am not a board member. Please let me know if you need a letter on letterhead.

If we are approved by the village, the race will be on Sunday August 26, 2018 with the step off at 8:00 AM. This will be our 15th dash and everything will remain the same as the previous 14 years. The route is attached on this e-mail and we have already hired the DJ, ordered the medals and tshirts and have the liability waiver and amplifier permit. Please let me know what else I need to do to ensure that we will be able to have the race.

Sincerely,

Carrie Sypherd, OD  
630-290-5730







# Agenda Item Executive Summary

Approval Of A Resolution Approving Of The Agreement Between The Village Of Bartlett And School District U-46 Providing For A School Resource Officer

Item Name \_\_\_\_\_ Committee or Board \_\_\_\_\_ Board \_\_\_\_\_

BUDGET IMPACT			
Amount:	N/A	Budgeted	Yes
List what fund	N/A		

**EXECUTIVE SUMMARY**

Attached is a Resolution Approving Of The Agreement Between The Village Of Bartlett And School District U-46 Providing For A School Resource Officer at both Bartlett High School and Eastview Middle School for the 2018-2019 school year.

**ATTACHMENTS (PLEASE LIST)**

Police Department Memo  
 Resolution  
 Agreement Between The Village of Bartlett And School District U-46 Providing For A School Resource Officer

**ACTION REQUESTED**

Resolution  
 Motion

**MOTION: I move to approve Resolution 2018- \_\_\_\_\_, A Resolution Approving Of The Agreement Between The Village Of Bartlett And School District U-46 Providing For A School Resource Officer.**

Staff: Patrick Ullrich, Chief of Police Date: July 6, 2018  
 Geoffrey Pretkelis, Deputy Chief of Police

**POLICE DEPARTMENT MEMORANDUM**  
**18-49**

**DATE:** July 6, 2018

**TO:** Paula Schumacher, Village Administrator

**FROM:** Patrick B. Ullrich, Chief of Police 

**RE:** Approval Of A Resolution Approving Of The Agreement Between The Village Of Bartlett And School District U-46 Providing For A School Resource Officer

School District U-46 is requesting the Village of Bartlett to approve the proposed annual agreement to have school resource officers assigned to Eastview Middle School and Bartlett High School on a contract basis for the 2018-2019 school year. There are no changes from last year's agreement, except for the police officer's annual salary cost of \$66,066.00 and the school resource officer's overtime hourly rate of \$67.47 listed in the EXHIBIT A: COST WORKSHEET. School District U-46 would be responsible for reimbursing the Village of Bartlett for the annual cost of a non-probationary police officer's salary in exchange for assigning school resource officers at Eastview Middle School and Bartlett High School. If approved, the services under this agreement would begin on August 1, 2018 until July 31, 2019.

**MOTION:** I move to approve Resolution 2018- \_\_\_\_\_, A Resolution Approving Of The Agreement Between The Village Of Bartlett And School District U-46 Providing For A School Resource Officer.

**RESOLUTION 2018 - \_\_\_\_\_**

**A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE  
VILLAGE OF BARTLETT AND SCHOOL DISTRICT U-46 PROVIDING  
FOR A SCHOOL RESOURCE OFFICER**

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

**SECTION ONE:** The Agreement Between the Village of Bartlett and School District U-46 Providing for a School Resource Officer dated July 17, 2018, including Exhibit A thereto (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: July 17, 2018

APPROVED: July 17, 2018

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

ATTEST:

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

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2018 - \_\_\_\_\_ enacted on July 17, 2018, and approved on July 17, 2018, as the same appears from the official records of the Village of Bartlett.

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

**AGREEMENT  
BETWEEN THE *VILLAGE OF BARTLETT* AND SCHOOL DISTRICT U-46 PROVIDING FOR A  
School Resource Officer**

This Agreement is entered into this 17th day of July 2018, by and between the *VILLAGE OF BARTLETT*, Illinois, a municipal corporation and the Board of Education of School District U-46 (the “District”).

**WHEREAS**, the District desires to have, on a contract basis, School Resource Officers (“SROs”) detailed to the District’s Schools.

**WHEREAS**, the *VILLAGE OF BARTLETT* is willing to provide such SROs in exchange for the payment outlined in this Agreement; and

**WHEREAS**, both the 1970 Illinois Constitution, (Article VII, Section 10) and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorize and encourage intergovernmental cooperation; and

**WHEREAS**, both the *VILLAGE OF BARTLETT* and the District are interested in promoting the safety and security of the staff, students and school premises in the District; and

**WHEREAS**, the *VILLAGE OF BARTLETT* and the District have entered into similar Intergovernmental Agreements for said SROs and that all previous said Intergovernmental Agreements are terminated and that the terms and conditions of this Intergovernmental Agreement will be binding between the parties for the services of SROs.

**NOW, THEREFORE**, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the parties hereto agree as follows:

**SECTION 1. INCORPORATION OF RECITALS**

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

## **SECTION 2. TERM**

The services under this Agreement shall commence on August 1, 2018 and continue in full force and effect until July 31, 2019.

## **SECTION 3. PURPOSE**

The purpose of the School Resource Officer Program is to facilitate, promote, and help maintain a safe, secure, and nurturing school learning environment that is flexible in meeting the academic, social, and emotional needs of each student. By establishing a working relationship with school personnel, a cooperative effort to prevent juvenile delinquency is formed. Having law enforcement officers on campus is intended to promote positive attitudes regarding the role of law enforcement in society, and inform students of their rights and responsibilities as lawful citizens.

## **SECTION 4. OBLIGATIONS AND RESPONSIBILITIES OF *VILLAGE OF BARTLETT* THROUGH ITS POLICE DEPARTMENT**

### 4.0 Provide Police SROs to the District for Interview

If and when the position of SRO is vacant, the *VILLAGE OF BARTLETT*'s Police Department will provide to the District qualified candidates to interview. The school, District and Police Department shall build a collective consensus for the final selection. The Police Department candidates shall have the following qualifications:

1. Special interest and understanding of juveniles, Juvenile Law, constitutional protections, and their problems and concerns;
2. Strong, effective leadership abilities;
3. Positive, proactive attitude; excellent interpersonal and problem-solving skills; ability to resolve conflicts; verbal, written communication;
4. Self-motivated; ability to work with minimal supervision;
5. Ability to interact effectively and productively with the Police Department, courts, school staff, students and parents;
6. Experience in and knowledge of drug and gang awareness;
7. Non-probationary police employee;

8. Excellent attendance record.

#### 4.1 Organizational Relationships:

The Police Department shall assign to the District on a full-time basis the officer chosen to act as the SRO. The SRO shall report to the school's principal or principals. However, the SRO will remain an employee of the *VILLAGE OF BARTLETT* and all personnel rules applicable to the *VILLAGE OF BARTLETT*'s police officers shall continue to apply to the SRO, and the SRO will at all times abide by all personnel rules of the Police Department. Moreover, the *VILLAGE OF BARTLETT* shall be fully responsible for all employee-related obligations.

#### 4.2 Duties and Responsibilities of SRO

The duties and responsibilities of the SRO assigned to the District shall include, but not be limited to, the following:

1. Enforce all laws and municipal ordinances to coordinate our efforts to provide a safe and nurturing school learning experience that is flexible in meeting the academic, social, and emotional needs of each student;
2. School Resource Officers are not school disciplinarians, and will not enforce the Student Code of Conduct.
3. Provide information and give presentations to students, staff and parents to support and empower schools to be welcoming centers of family and community engagement;
4. Appear and testify in court proceedings and school suspension review and expulsion hearings as necessary, unless said appearance and/or testimony would interfere with any pending or reasonably contemplated law enforcement proceedings and/or criminal investigation;
5. Be proactive regarding patterns of delinquency, street gang membership and activity and problem areas around the school to strive toward prevention, operational excellence and efficiency;
6. Assist school personnel with managing escalated and agitated clients, crowd control and vehicle traffic patterns to strive toward prevention, operational excellence and efficiency;

7. Maintain open communication with school personnel in an attempt to identify individuals or conditions that could result in delinquent behavior, formulate prevention plans and identify proactive solutions;
8. Maintain and report to the District a record of reported criminal incidents and arrest activities.
- 4.3 District and *VILLAGE OF BARTLETT* to agree on Modifications to Duties and Responsibilities

The District retains the right to add, delete, and update essential job duties and responsibilities as necessary, subject to approval of the *VILLAGE OF BARTLETT*.

#### 4.4 Level of Service

Based upon the operational needs of the *VILLAGE OF BARTLETT*'s Police Department in any unusual circumstances as determined by the Chief of Police, the level of service provided to District under this agreement shall be at the discretion of the Chief of Police with adjustments in payments by District accordingly.

#### 4.5 Additional Services.

Any and all necessary backup services, including equipment and personnel, required to assist SROs in the performance of their obligations under this Agreement shall be at the sole discretion and control of the Chief of Police of the *VILLAGE OF BARTLETT*.

#### 4.6 Crime Reports and Notification of arrest or law enforcement action.

1. SROs are required to submit a monthly crime report to the District School Board designee, District of School Safety, which includes reported crimes that occurred on school property.
2. Unless exigent circumstances exist, the SRO or police officer working in the absence of the SRO under this agreement, arrests a student for a school offense, the SRO will report that arrest or law enforcement action to the school principal.
3. Unless exigent circumstances exist, the SRO or police officer working in the absence of the SRO under this agreement, arrests a District school employee or contracted employee for an offense

related to their duties as employees or contracted employees of the School District, the SRO or police officer working in the absence of the SRO under this agreement, will report that arrest or law enforcement action to the school principal.

## **SECTION 5. OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES FOR SRO COMPENSATION**

### **5.1 Payment**

District shall reimburse the *VILLAGE OF BARTLETT* for officers assigned to schools as provided for herein. Upon the selection of any officer, the *VILLAGE OF BARTLETT* shall provide the District with a statement in a form substantially similar to Exhibit A, attached hereto and made a part hereof, setting forth the cost of the SRO as a non-probationary police officer's salary.

### **5.2 Overtime costs.**

District further agrees to only pay the overtime cost incurred by the *VILLAGE OF BARTLETT* wherever a principal or district administrator requests the SRO for school sponsored events/activities. Said overtime costs will be the responsibility of the District. An hourly overtime rate shall be listed in Exhibit A. All overtime hours must first be approved by the school's principal. Oral requests for overtime services made less than 24 hours before the commencement of the overtime shall constitute District approval of the overtime hours; all other requests for overtime shall be in writing and delivered to the SRO more than 24 hours in advance of the commencement of the overtime work. District will not pay unapproved overtime.

### **5.3 Overtime Reports.**

All SROs will submit overtime reports on a weekly basis to the respective principals for approval on the District's designated form for accounting purposes. The SRO will also complete an *VILLAGE OF BARTLETT* overtime form and submit same for his/her supervisors for approval.

5.4 The *VILLAGE OF BARTLETT* will pay the SRO's costs as agreed upon and shall invoice District in 10 monthly increments for District financial obligations as set forth above.

5.5 The *VILLAGE OF BARTLETT* will bill the District on a monthly basis for all overtime costs.

## **SECTION 6. ACCOMODATIONS**

The District will provide office space and the following commodities necessary to accomplish the objectives set forth above: Private office, District computer with access codes, District office phone, District view capability of camera systems, Key Fob for the Electronic Access Control System, keys for appropriate/necessary interior and exterior access, VLAN and IP based access through the District computer network that allows the SRO access to municipal computer systems, District administrative level access on District Internet access to conduct investigations, and a District two-way radio with frequencies for all District schools and District area wide networks.

## **SECTION 7. STAFFING**

The *VILLAGE OF BARTLETT* will assign police SROs to serve as a SRO for the school calendar year, of which the SRO shall work eight (8) hours per day. The *VILLAGE OF BARTLETT* shall assign SROs to the following schools and/or assignments:

*Bartlett High School*

*Eastview Middle School*

## **SECTION 8. ABSENCE OF EMPLOYEES**

In the event of the unavailability of any SRO due to sickness, injury, use of benefit time, or any other reason, such SRO shall be temporarily replaced by another *VILLAGE OF BARTLETT* police employee as determined by the Chief of Police at no additional cost to the District. The SRO may be required to attend training sessions during a duty day. Said training sessions will be scheduled on school SIP, institution days and school holidays when possible. In the event of any absence or other unavailability of any assigned SRO, any replacement shall be trained. In any such instance, the *VILLAGE OF BARTLETT* shall provide prompt notice to the applicable school as to the nature of the absence, the expected duration, and the identity of the replacement SRO.

## **SECTION 9. TERMINATION**

Either party may terminate this Agreement at any time by providing the other party with at least thirty (30) days prior written notice of such termination. In addition, the parties may terminate this Agreement by mutual consent and agreement. In the event of emergency, safety issue, or any other condition that constitutes a substantial threat to the health or safety of students, employees or others at the school or District, as determined by the District in its sole reasonable discretion, the District may immediately suspend this Agreement until such condition has been remedied to the District's satisfaction.

## **SECTION 10. INDEMNIFICATION**

10.1 The District shall and hereby does indemnify and hold harmless the *VILLAGE OF BARTLETT*, its officials, officers, agents, employees and assigns against any claims, demands, loss, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from or in connection with the activities contemplated hereunder, provided that said claims, demands, costs and expenses have not been caused by the negligence or willful misconduct of the SROs, the *VILLAGE OF BARTLETT*, its officers or employees.

10.2 The *VILLAGE OF BARTLETT* shall and does hereby indemnify and hold harmless the District, its employees, volunteers and agents against any claims, demands, loss, costs and expenses, including attorney's fees for the defense thereof, arising from or in connection with the negligence or willful misconduct of the SROs, the *VILLAGE OF BARTLETT*, its police department or its employees provided that said claims, demands, costs and expenses have not been caused by the negligence or willful misconduct of the District, its employees, volunteers, and/or agents.

10.3 Notwithstanding any provisions herein to the contrary, this Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be

construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the District and/or *VILLAGE OF BARTLETT* and/or any of their respective officials, officers, employees, volunteers and or/agents.

10.4 Notwithstanding any provisions herein to the contrary, the insurance company, self-insurance pool, risk pool provider, self-insured party, or similar entity of the party providing the indemnification shall be allowed to raise, on behalf of the other party, any and all defenses statutory and/or common law to such claim or action which the other party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 75 ILCS § 10/1-101 *et seq.*

#### **SECTION 11. STUDENT RECORDS:**

11.1 All records maintained in connection with the school or its students shall be the sole property of the District and shall be maintained at the District in accordance with all applicable State and Federal laws and regulations. The parties further agree to comply with all state and federal laws and regulations governing the release of these records. In addition, *VILLAGE OF BARTLETT* and any person handling such records on its behalf shall comply with the Illinois School Student Records Act, 105 ILCS 10/1 *et seq.*, and all corresponding regulations.

11.2 All records maintained in connection with the police department shall be the sole property of the *VILLAGE OF BARTLETT* and shall be maintained by the *VILLAGE OF BARTLETT* in accordance with all applicable State and Federal laws and regulations. The parties further agree to comply with all state and federal laws and regulations, including a reciprocal reporting agreement, if applicable, governing the release of these records.

#### **SECTION 12. GENERAL PROVISIONS**

##### 12.0 Amendment

Any terms or conditions of this Agreement may be deleted or altered only by written agreement to this Agreement, duly executed by the *VILLAGE OF BARTLETT* and the District.

## 12.1 Severability

If any provision of this Agreement shall be held or deemed to be, or shall in fact be inoperative or unenforceable in any particular case or in all cases for any reason, this shall not render the provision in question inoperative or unenforceable in any other case or circumstances, or render any other provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in the Agreement shall not affect the remaining portions of the Agreement or any part thereof.

## 12.2 Interpretation

Any headings of the Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative words of other genders. Words importing the singular shall include the plural and vice versa, unless the context shall otherwise indicate. All references to any such person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms and conditions of the Agreement.

## 12.3 Assignment/Binding Effect

Neither party hereto may assign their respective rights and duties hereunder except upon prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, legal representatives and successors in interest.

## 12.4 Waiver of Breach

If either party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by either party or prevent either party from enforcing such provisions.

#### 12.5 Merger Clause, Amendment

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties hereto.

#### 12.6 Counterparts

This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

#### 12.7 Compliance with All Laws

The *VILLAGE OF BARTLETT* and the District shall at all times observe and comply with the laws, ordinances, regulations and codes of Federal, State, County and other local government agencies, which may in any manner affect the performance of this Agreement.

#### 12.8 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law. Venue for any state action shall be in the Circuit Court for the Sixteenth Judicial District, Kane County and venue for any federal action shall be in the Northern District of Illinois.

#### 12.9 Disclaimer of Relationship

Nothing contained in this Agreement, nor any act of the *VILLAGE OF BARTLETT* or the District, respectively, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the *VILLAGE OF BARTLETT* or the District respectively.

#### 12.10 Notice

Any and all notices required to be delivered hereunder shall be deemed delivered when and if personally delivered, or mailed by registered or certified mail, return receipt requested, postage prepaid (or sent by a recognized overnight courier service with instructions and payment for delivery on the next business day) to the parties as set forth below:

If to the District:

Chief Executive Officer  
School District U-46  
355 East Chicago Street  
Elgin, IL 60120-6543

If to *VILLAGE OF BARTLETT*:

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

Either party hereto may change the names and address of the designee to whom notice shall be sent by giving written notice of such change to the other party hereto in the same manner as all other notices are required to be delivered hereunder. Notice as provided herein does not waive service of summons or process.

*VILLAGE OF BARTLETT*

SCHOOL DISTRICT U-46

By: \_\_\_\_\_  
Kevin Wallace, President

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

Attest:  
  
\_\_\_\_\_  
Lorna Gilles, Village Clerk

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT A:  
COST WORKSHEET**

2018-19	<i>VILLAGE OF BARTLETT</i>		
<b>Cost Worksheet</b>			
	Number of payments	Number of officers	Annual Cost
Police Officer's annual salary cost as provided			\$66,066
Number of school officers provided		2	
Total cost of officers for schools			\$ 132,132
For billing purposes (Sept through June)	10 invoices		\$ 13,213.20
<b>Overtime hourly Rate for SRO for budgeting</b>			<b>\$ 67.48</b>

IN WITNESS WHEREOF, the Parties have entered into this Addendum as of the date set forth below.

***VILLAGE OF BARTLETT***

**School District U-46**

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

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

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

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

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

Title: Director of Safety and Culture

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

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