

VILLAGE OF BARTLETT
BOARD AGENDA
FEBRUARY 16, 2021
7:00 P.M.

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

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

*6. **MINUTES:** Board & Committee Minutes – February 2, 2021

*7. **BILL LIST:** February 16, 2021

8. **TREASURER'S REPORT:** December, 2020
Sales Tax Report – December, 2020
Motor Fuel Tax Report – November, 2020

9. **PRESIDENT'S REPORT:** COVID-19 Vaccine Update

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 REINKE

- *1. Ordinance Adopting the Village of Bartlett, Illinois Official Zoning Map 2021

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

1. None

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

- *1. Resolution Approving of Disbursement Request for Payout No. 24 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

- *1. Resolution Authorizing an Amendment of the Intergovernmental Agreement Relating to the O'Hare Noise Compatibility Commission

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARONARO

1. None

F. PUBLIC WORKS COMMITTEE, CHAIRMAN SUWANSKI

- *1. Resolution Approving of the Cable Television Franchise Agreement Between the Village of Bartlett and Comcast Of Illinois XI, LLC
- *2. Resolution Authorizing the Use of Motor Fuel Tax Funds in the Amount of \$3,250,000.00 for the FY2021/2022 MFT Program, to Pay for the Cost of Construction for Street Resurfacing, Material Testing, Crack sealing, pavement surface Treatment, Schick Bridge Rehab. Design, Municipal Lot Maintenance, Street Light Maintenance, Street Sweeping, Sidewalk Repairs, Salt Purchase, Pavement Marking and to Authorize the Village Clerk to Sign said MFT Resolution.
- *3. Resolution Approving the Amended and Restated Public Improvements Completion Agreement for the Southwind Business Park
- *4. Resolution in Lieu of a Surety Bond to Allow the Village to Maintain our Facilities on State Highways

13. **NEW BUSINESS**

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

15. **ADJOURNMENT**



VILLAGE OF BARTLETT
BOARD MINUTES
February 2, 2021

1. CALL TO ORDER

President Wallace called the regular meeting of February 2, 2021 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. and NOTICE IS HEREBY GIVEN pursuant to Section 7(e) of the Open Meetings Act as set forth in Senate Bill 2135 signed by Governor J.B. Pritzker on June 12, 2020, making it effective upon said signing ("SB 2135"), that the regular meeting of the Village President and Board of Village Trustees of the Village of Bartlett (the "Village Board") scheduled to be held on February 2, 2021 at 7:00 p.m. at the Bartlett Municipal Building, 228 South Main Street, Bartlett, Illinois, may be conducted by audio or video conference without a physical quorum of the members of the Village Board present because an in-person meeting is not practical or prudent due to a disaster, that being COVID-19 pandemic and the applicable restrictions imposed under various laws rules, restrictions, Executive Orders and/or announcements issued by Illinois Governor J.B. Pritzker and/or Ngozi O. Ezike MD, Director of the Illinois Department of Public Health, including without limitation "Restore Illinois: A Public Health Approach to Safely Reopen Our State", which currently limits gatherings to the lesser of 50 people or 50% of the capacity of the meeting room as a public health measure.

2. ROLL CALL

PRESENT: Trustees Carbonaro, Deyne, Gandsey, Hopkins, Reinke, Suwanski and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Planning & Development Director Roberta Grill, Building Director Brian Goralski, Grounds Superintendent Kevin DeRoo, Chief Patrick Ullrich, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Father Christopher Ciomek from St. Peter Damian Catholic Church gave the invocation.

4. PLEDGE OF ALLEGIANCE



**VILLAGE OF BARTLETT
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5. CONSENT AGENDA

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

There were no additions or subtractions to the Consent Agenda.

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

Trustee Reinke moved to approve the Consent Agenda and that motion was seconded by Trustee Hopkins.

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

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

6. MINUTES – Covered and approved under the Consent Agenda.

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

8. TREASURER'S REPORT - None

9. PRESIDENT'S REPORT – None

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Gandsey asked when the Rotary clock was going to be put up.



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Village Administrator Paula Schumacher stated that the Rotary clock was in Bartlett. The name plaque for those who donated is being fabricated and they plan to dedicate it in the spring.

Trustee Deyne recognized birthdays and anniversaries of the board and staff. He stated that he had an opportunity on Sunday to accompany a public works snowplow driver. He thanked public works for the opportunity.

11. TOWN HALL - None

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that there was no report.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that O'Hare's Pub & Restaurant BEDA application approval was covered and approved under the Consent Agenda.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that there was no report.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that there was no report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that Ordinance 2021-11, an Ordinance Accepting the Public Improvements for Parkland Preparatory Academy Building at 2220 Southwind Blvd. was covered and approved under the Consent Agenda.



**VILLAGE OF BARTLETT
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February 2, 2021**

13. NEW BUSINESS

Trustee Deyne stated that he had a couple of phone calls about campaign signs that were still up in the village. Specifically on West Bartlett Road - do we have any time limits on campaign signs?

Village Attorney Bryan Mraz stated that generally speaking, the answer is no. The federal courts have thrown out most restrictions on campaign signs.

President Wallace stated that he can keep that sign-up as long as he wants. He stated that we can't do anything about that and he wouldn't want to do anything about that. Anyone should be able to put a sign up in their yard.

He stated that he had a question for the chief. Some of the organizations that he is involved in are talking a lot about the increase in car jackings. Have we experienced much of that in Bartlett?

Police Chief Patrick Ullrich stated that thankfully they have not had any car jackings. They have had vehicle thefts from people that leave their key fobs in the car overnight and leave the doors unlocked or start their car up in the morning and run back in the house. They participated in a Zoom meeting on Friday with Chicago Mayor Lori Lightfoot, superintendent and other police chiefs as well as local mayors. They exchanged information regarding this matter.

Trustee Deyne asked what the purpose of car jacking was.

Chief Ulrich stated that they use the vehicle and just dump it. Seems like it is young teenagers doing this because they are out of school.

14. QUESTION/ANSWER PRESIDENT & TRUSTEES - None

15. ADJOURN

President Wallace stated that the Board would be going directly into the Committee of the Whole meeting following adjournment.

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



**VILLAGE OF BARTLETT
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February 2, 2021**

ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned at 7:12 p.m.

Lorna Giles
Village Clerk



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
February 2, 2021**

CALL TO ORDER

President Wallace called the Committee of the Whole meeting of February 2, 2021 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:12 p.m. and NOTICE IS HEREBY GIVEN pursuant to Section 7(e) of the Open Meetings Act as set forth in Senate Bill 2135 signed by Governor J.B. Pritzker on June 12, 2020, making it effective upon said signing ("SB 2135"), that the regular meeting of the Village President and Board of Village Trustees of the Village of Bartlett (the "Committee of the Whole") scheduled to be held on February 2, 2021 at the Bartlett Municipal Building, 228 South Main Street, Bartlett, Illinois, may be conducted by audio or video conference without a physical quorum of the members of the Village Board present because an in-person meeting is not practical or prudent due to a disaster, that being COVID-19 pandemic and the applicable restrictions imposed under various laws rules, restrictions, Executive Orders and/or announcements issued by Illinois Governor J.B. Pritzker and/or Ngozi O. Ezike MD, Director of the Illinois Department of Public Health, including without limitation "Restore Illinois: A Public Health Approach to Safely Reopen Our State", which currently limits gatherings to the lesser of 50 people or 50% of the capacity of the meeting room as a public health measure.

PRESENT: Chairman Carbonaro, Deyne, Gandsey, Hopkins, Reinke, Suwanski, President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Planning & Development Director Roberta Grill, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Police Chief Patrick Ullrich, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

PUBLIC WORKS, CHAIRMAN SUWANSKI
Traffic Calming Measures

Chairman Suwanski stated the first item on the agenda deals with traffic calming measures. Staff was directed to look at certain locations around the village to determine traffic calming needs. The intersections include North and Western Avenues, Struckman Blvd. and Appletree Ln. as well as Prospect and the intersection with the Bartlett Trail.

Dan Dinges, Public Works Director, stated staff was asked to look into some traffic calming tools to see if they are effective. Staff met to see what types of traffic calming we would like to utilize and in what areas. The police department has said that they get a lot



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of calls about high-speed traffic on Struckman. We happen to be doing the road program in the subdivision north of Struckman so it fell in place to try to do something on Appletree and Struckman. The pavement on Struckman is essentially three lanes wide, so to reduce speeds, we are reducing the lanes down to 12 feet each which is a typical road width, by adding a landscape area that will bottle-neck the roadway. We will look to add this into our MFT program if you like it.

Chairman Reinke asked if there will be a problem with snow plowing.

Mr. Dinges stated that it will slow it down a little bit, but it will not be a big issue.

Chairman Gandsey asked if there are certain kinds of landscape features that are resistant to the salt.

Mr. Dinges stated there are. We could use grass, tall grasses and daylilies or if we decide to use nicer landscaping we will use salt tolerant plants.

President Wallace thought this was a great idea.

Mr. Dinges moved on to the Prospect road traffic calming tool. There is a bike crossing at this location and Prospect is also a wider road that tends to have higher speeds. In this case, we are looking to put in a landscape median. Right now, the median is stripped, so we thought we could cut out the pavement and put in salt tolerant plants in the median to enhance the area. We will also freshen the crossing up. Currently, there is crossing signage, but staff would be looking to apply for a grant to obtain rapid flashing light crossings where the person crossing can hit a button and the strobe flashes to alert the drivers and they can cross. The force main for the Devon lift station project is going to run right down Prospect, so while we are doing that, the contractor can dig that area out and put in the landscape median while they are restoring the road. This one might be delayed until Spring of 2022 to line it up with that project. If this project works, this might be a good one to add to West Bartlett as well.

Chairman Carbonaro stated that its hard see who's coming out of the bike path while heading southbound on the Prospect sidewalk. Is there a way to put something underneath the bike path if someone steps on it that the light will start flashing?

Mr. Dinges stated they can take a look and see if there is a way to enhance the visibility over there.

Chairman Reinke stated that those signs will only flash on demand, correct?

Mr. Dinges stated that was correct.



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The last intersection they are looking at is North and Western Avenues. What they are proposing to do is something temporary for now without knowing what type of vehicles use that intersection. The corner would be more of a 90-degree angle so cars would have to stop and make the turn instead of roll around the sweeping corner that is currently there. This would be a temporary fix so that we can monitor to see how it is doing. Unfortunately, the pavement is only 26 feet wide, so we can't narrow it much. The crossings will be restriped with high visibility paint as well.

Chairman Deyne stated he has seen a number of different sized vehicles going through there. The frequency of really larger vehicles through there is limited.

Chairman Hopkins stated that a truck that is not comfortable going through this intersection could go through downtown Bartlett and on to Oak Street instead.

Mr. Dinges stated that is something they have to find out. If they have semi's going through this area, he didn't think they should go that route. The main focus is to slow the traffic going northbound and heading east.

Chairman Deyne stated he would like to know the percentage of people that run the intersection and do not stop. If they cannot make the right turn, they may go north and turn onto Morse Ave.

President Wallace stated they want to take North Ave. to go to Rt. 20 so if they cannot make that turn, they will stay on Rt. 59 and go to Rt. 20.

Ms. Schumacher stated the police department is going to do some pre-counts for us so we can do a before and after to see how effective the changes are.

President Wallace asked how tall the curb was, because if it is temporary, the trucks will make the turn and run it right over.

Mr. Dinges stated that they will have police cameras up.

Chairman Gandsey asked if we anticipate other people inquiring about adding these tools to other roads.

Mr. Dinges stated he thinks the plan is to get these implemented then monitor to see what kind of affect they have - from there we will be able to address other areas.

Chairman Hopkins asked if they will be permanent if they are successful.

Mr. Dinges stated they would come back to the board with their findings and go from there.



VILLAGE OF BARTLETT COMMITTEE MINUTES February 2, 2021

Brush Collection Service RFP

Chairman Suwanski stated the staff sent out an RFP for brush collection and ask staff to provide more detail.

Tyler Isham, Assistant Public Works Director, stated that Groot handles brush collection as part of the waste hauling contract and they require it to be bundled in the 4'x2'x2' bundles. This would be an alternative that would divide the village in half where one-week half would be picked up and the next week the other side would be collected. They would use a grapping truck that grabs the brush and loads it into the back to haul away. The village received two bids back that were less than \$2,000 a part. Tree's R Us was low bid. They have done a lot of work in the village already and they do several programs similar to this.

Chairman Gandsey asked what the difference would be.

Mr. Dinges stated that staff can talk to Groot and there would be more savings if we removed that service, but we haven't discussed that with them yet. The alternative is to leave the contract as-is. We have two more years with Groot so people using the brush program Groot has would still be able to use that, but we can discuss that.

President Wallace asked if Groot will remove it in mid-contract.

Mr. Dinges stated we would have to see. It is about \$.50 a month per home.

Chairman Gandsey stated from what she has heard was that Groot's program is difficult.

Mr. Dinges stated the main issue is bundling.

Chairman Reinke said it was that and the arbitrary enforcement of the length and width limitations. He asked if this was going to be different from that.

Mr. Dinges stated it will be similar to the program we had before Groot. There will be no bundling, they have to stack it at the curb and the difference with this contract is they will use a grappler truck and they won't chip on site.

Chairman Deyne asked if they tore up the lawn with the grapping hook.

Mr. Dinges stated that if they were to tear it up, they would need to restore it, but they don't get that far down into it.

Chairman Deyne asked if this was an optional or mandatory program.



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Mr. Dinges stated it would be village-wide.

Chairman Reinke stated this was good news and it depends on what Groot says.

Chairman Suwanski clarified this was \$3.23 per month and Groot was around \$.50 per month

Chairman Gandsey asked if we still received a lot of complaints this past year.

Mr. Skrycki stated that in terms of Groot's self-reporting, in 2020 we got 35. The complaints we received at village hall were pretty close to nothing.

Chairman Gandsey asked if it was an education issue.

Mr. Skrycki stated it was a combination of a lot of factors. It's the third year, so people are familiar with it and Groot would start to send us pictures so we knew if it was not bundled correctly in the event of a complaint.

Chairman Hopkins stated he was in favor of this type of brush collection service proposed and wanted to work with Groot to recoup their brush cost.

President Wallace asked how this would be billed.

Mr. Dinges stated the plan would be to add it to the property taxes.

Mr. Isham stated the \$3.23 per month figure was for just single-family homes, so it will go down if each home is paying through property tax.

Chairman Carbonaro stated he thinks it is worth getting some more information.

President Wallace agreed.

Village Administrator Paula Schumacher stated staff will talk to Groot.

Chairman Gandsey stated she would like to know the parameters of the brush program in question to compare to Groot's.

Mr. Isham stated that they cannot pick up a large stump, but they can pick up the majority of brush a homeowner can put out to the curb. They use a grappling truck, so weight is not as much of a problem.

Chairman Hopkins asked about a subscription type "pay by use" charge.



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Ms. Schumacher stated there is no way to break it up. If one house puts out brush, the brush company does not know. With Groot, you have a Groot can, they can look up if you paid your bill, etc. To have an a la carte system would not work for this type of service.

President Wallace stated to get all the information requested for an upcoming meeting.

Chairman Deyne moved to adjourn and that motion was seconded by Chairman Hopkins.

ROLL CALL VOTE TO ADJOURN

AYES: Chairmen Carbonaro, Deyne, Gandsey, Hopkins, Reinke and Suwanski

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 8:40 p.m.

Samuel Hughes
Deputy Village Clerk

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/16/2021

100-GENERAL FUND REVENUES

420230-BUILDING PERMITS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JW INSTALLATIONS INC	BUILDING PERMIT REFUND	194.00
INVOICES TOTAL:		194.00

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - FEB 2021	292,220.90
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/FEB 2021	882.90
** 1 METROPOLITAN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - FEB 2021	15,710.46
INVOICES TOTAL:		308,814.26

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	78.29
INVOICES TOTAL:		78.29

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ICSC CREDIT/GIFT CARDS	-280.00
INVOICES TOTAL:		-280.00

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	1099-R FORMS/ENVELOPES	78.64
INVOICES TOTAL:		78.64

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CONFERENCE REGISTRATION FEES	319.00
INVOICES TOTAL:		319.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3CMA	ANNUAL MEMBERSHIP DUES	400.00
** 1 CARDMEMBER SERVICE	ONLINE MEMBERSHIP FEE	119.40
INVOICES TOTAL:		519.40

543910-HISTORY MUSEUM EXPENSES

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

**VILLAGE OF BARTLETT
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**	1	CARDMEMBER SERVICE	MUSEUM EXPENSES/SUPPLIES	441.65
	1	FOX TALES INTERNATIONAL	MUSEUM ZOOM PRESENTATION	300.00
	1	SARAH SANDERS	E-BOOK FOR VIRTUAL EXHIBIT	19.22
				<u>INVOICES TOTAL:</u>
				<u>760.87</u>

546900-CONTINGENCIES

VENDOR		INVOICE DESCRIPTION	INVOICE AMOUNT	
**	1	CARDMEMBER SERVICE	ZOOM MEETING FEES/PLASTIC DRUMS	848.78
	1	COMCAST	CABLE SERVICE	31.55
	1	FLAGS USA LLC	U.S. FLAGS	128.00
	1	MULTISYSTEM MANAGEMENT COMPANY INC	ADDITIONAL CLEANING - JAN 2021	1,575.00
				<u>INVOICES TOTAL:</u>
				<u>2,583.33</u>

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR		INVOICE DESCRIPTION	INVOICE AMOUNT	
	1	CULLEN INC	PROFESSIONAL SERVICES	2,000.00
	1	LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
	1	STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	300.00
				<u>INVOICES TOTAL:</u>
				<u>3,225.00</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR		INVOICE DESCRIPTION	INVOICE AMOUNT	
	1	FISH TRANSPORTATION GROUP	W BARTLETT ROAD CORRIDOR STUDY	12,487.48
	1	FISH TRANSPORTATION GROUP	W BARTLETT ROAD CORRIDOR STUDY	7,471.95
				<u>INVOICES TOTAL:</u>
				<u>19,959.43</u>

1400-FINANCE

529000-OTHER CONTRACTUAL SERVICES

VENDOR		INVOICE DESCRIPTION	INVOICE AMOUNT	
	1	RYDIN DECAL	VENDING DECALS	348.49
				<u>INVOICES TOTAL:</u>
				<u>348.49</u>

532200-OFFICE SUPPLIES

VENDOR		INVOICE DESCRIPTION	INVOICE AMOUNT	
	1	CREEKSIDE PRINTING	CONTRACTORS LICENSES	220.00
**	1	SAM'S CLUB	MATERIALS & SUPPLIES	11.48
	1	WAREHOUSE DIRECT	PAPER TOWELS/OFFICE SUPPLIES	212.14
				<u>INVOICES TOTAL:</u>
				<u>443.62</u>

532300-POSTAGE

VENDOR		INVOICE DESCRIPTION	INVOICE AMOUNT	
	1	FEDERAL EXPRESS CORP	BC TIF PAYOUT	18.94

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/16/2021**

INVOICES TOTAL: 18.94

1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	35.81
<u>INVOICES TOTAL:</u>		<u>35.81</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	25.00
<u>INVOICES TOTAL:</u>		<u>25.00</u>

526005-PLAN REVIEW SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KESLIN ENGINEERING INC	PLAN REVIEW SERVICES	39,409.47
<u>INVOICES TOTAL:</u>		<u>39,409.47</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	WEBCAMS	351.96
1 CENTURY PRINT & GRAPHICS	APPROVED LABELS	191.08
<u>INVOICES TOTAL:</u>		<u>543.04</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	VOICE RECOGNITION SOFTWARE	251.99
<u>INVOICES TOTAL:</u>		<u>251.99</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SOUTHERN COMPUTER WAREHOUSE	IPAD FOR PDS PLANNER	920.41
1 SOUTHERN COMPUTER WAREHOUSE	APPLE SMART KEYBOARD/COVER	143.19
1 VERIZON WIRELESS	WIRELESS SERVICES	1,439.96
<u>INVOICES TOTAL:</u>		<u>2,503.56</u>

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PROSHRED SECURITY	PAPER SHREDDING SERVICES	120.00
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	728.27
<u>INVOICES TOTAL:</u>		<u>2,083.27</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
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522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	1,230.21
INVOICES TOTAL:		1,230.21

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	REFLECTIVE SAFETY TAPE	64.95
** 1 CARDMEMBER SERVICE	LICENSE PLATE RENEWAL FEES	154.40
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	346.14
1 MR CAR WASH	CAR WASHES/OCT 20-JAN 21	200.33
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	18.00
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	49.31
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
INVOICES TOTAL:		853.08

526050-VEHICLE SET UP

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RICK SADOWSKI	VEHICLE GRAPHICS REMOVAL	140.00
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT REMOVAL	325.00
INVOICES TOTAL:		465.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SANITIZING WIPES	140.67
1 INTOXIMETERS INC	DRYGAS	218.50
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	33.13
1 PORTER LEE CORPORATION	EVIDENCE TECHNICIAN SUPPLIES	86.00
1 STATE GRAPHICS	VEHICLE TOW & SEIZURE FORMS	402.01
1 STATE GRAPHICS	IMPOUNDED VEHICLE REPORTS	247.69
1 STREICHER'S INC	BADGES AND AWARDS	911.00
1 WAREHOUSE DIRECT	INK CARTRIDGE	122.79
1 WAREHOUSE DIRECT	INK CARTRIDGE	122.78
INVOICES TOTAL:		2,284.57

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE HAIRY ANT INC	INSTRUCTOR UNIFORM SHIRTS	613.50
1 MTS SAFETY PRODUCTS INC	CROSSING GUARD VESTS	981.87
1 RAY O'HERRON CO INC	MACE HOLDERS	74.97
1 STREICHER'S INC	BADGES AND AWARDS	1,662.50
INVOICES TOTAL:		3,332.84

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	NFPA NAT'L FIRE GUIDE	118.95

** Indicates pre-issue check.

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INVOICES TOTAL: 118.95

530125-SHOOTING RANGE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KIESLER'S POLICE SUPPLY INC	AMMUNITION PURCHASE	298.81
		<u>INVOICES TOTAL: 298.81</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	MISC OFFICE SUPPLIES	141.25
		<u>INVOICES TOTAL: 141.25</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	FLOOR TILE MATS	121.02
1 AMAZON CAPITAL SERVICES INC	FLOOR TILE MATS	165.28
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	6.50
		<u>INVOICES TOTAL: 292.80</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SAFEKIDS RECERTIFICATION FEES	110.00
1 KATHRYN R JUZWIN	CONSULTATION SERVICES	3,750.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	214.75
		<u>INVOICES TOTAL: 4,074.75</u>

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 PETTY CASH	PETTY CASH REIMBURSEMENT	13.47
		<u>INVOICES TOTAL: 13.47</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PORTER LEE CORPORATION	BEAST LICENSE/SOFTWARE SUPPORT	1,200.00
		<u>INVOICES TOTAL: 1,200.00</u>

570105-EQUITABLE SHARING EXPENSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MUNICIPAL ELECTRONICS DIVISION LLC	STALKER RADAR UNITS	3,261.60
1 UNIVERSITY OF ILLINOIS	LAW ENFORCEMENT TRAINING	18,060.00
		<u>INVOICES TOTAL: 21,321.60</u>

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

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

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1	ALTORFER INDUSTRIES INC	WHEEL LOADER RENTAL	4,600.00
1	COMCAST	CABLE SERVICE	2.09
1	VERIZON WIRELESS	WIRELESS SERVICES	386.82
1	VERIZON WIRELESS	WIRELESS SERVICES	36.01
1	VERIZON WIRELESS	WIRELESS SERVICES	234.51
INVOICES TOTAL:			5,259.43

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	NICOR GAS	GAS BILL	330.37
1	NICOR GAS	GAS BILL	545.35
1	NICOR GAS	GAS BILL	822.39
1	NICOR GAS	GAS BILL	1,013.23
INVOICES TOTAL:			2,711.34

524230-SNOW PLOWING CONTRACTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	AJD CONCRETE CONSTRUCTION CORP	SNOW REMOVAL SERVICES	5,985.00
1	AJD CONCRETE CONSTRUCTION CORP	SNOW REMOVAL SERVICES	7,200.00
1	VIRGILIO CARDENAS	SNOW REMOVAL SERVICES	3,105.00
1	VIRGILIO CARDENAS	SNOW REMOVAL SERVICES	3,915.00
1	CORNERSTONE LAND & LAWN INC	SNOW REMOVAL SERVICES	10,800.00
1	CORNERSTONE LAND & LAWN INC	SNOW REMOVAL SERVICES	14,040.00
1	CORNERSTONE LAND & LAWN INC	SNOW REMOVAL SERVICES	4,320.00
1	HENSON CONCRETE CONSTRUCTION	SNOW REMOVAL SERVICES	9,360.00
1	HENSON CONCRETE CONSTRUCTION	SNOW REMOVAL SERVICES	11,250.00
1	S & B PLOWING & SNOW REMOVAL	SNOW REMOVAL SERVICES	3,420.00
1	S & B PLOWING & SNOW REMOVAL	SNOW REMOVAL SERVICES	3,780.00
INVOICES TOTAL:			77,175.00

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	MEADE ELECTRIC CO INC	TRAFFIC SIGNAL/STREET LIGHT MAINT	1,001.00
INVOICES TOTAL:			1,001.00

527112-SERVICE TO MAINTAIN STR LIGHTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	ELMUND & NELSON CO	STREET LIGHT REPAIRS	180.00
INVOICES TOTAL:			180.00

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	KRZYSZTOF CYLWIK	PUBLIC SIDEWALK REIMBURSEMENT	432.00
1	PAUL DOUGHERTY	PUBLIC SIDEWALK REIMBURSEMENT	500.00
INVOICES TOTAL:			932.00

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530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DISH DRAINER/DRAIN BOARDS	4.64
1 ARLINGTON POWER EQUIPMENT INC	MATERIALS & SUPPLIES	349.92
** 1 CARDMEMBER SERVICE	MAILBOX MATERIALS	934.72
1 DANIEL DINGES	FOOD FOR SNOW PLOW DRIVERS	86.39
1 GRAINGER	VEHICLE WASH & WAX	228.48
1 JSN CONTRACTORS SUPPLY	UTILITY FLAGS/MARKING PAINT	417.90
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING PAINT	399.60
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING FLAGS	94.50
1 MIDWEST SALT LLC	3-WAY DEICER	779.10
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	12.88
INVOICES TOTAL:		3,308.13

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	SAFETY SUPPLIES	89.95
INVOICES TOTAL:		89.95

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AL WARREN OIL COMPANY INC	OFF ROAD DIESEL FUEL	2,790.68
INVOICES TOTAL:		2,790.68

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	40.83
1 WAREHOUSE DIRECT	COFFEE CREAMER/SUPPLIES	31.68
INVOICES TOTAL:		72.51

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ATLAS BOBCAT LLC	MAINTENANCE SUPPLIES	504.50
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	146.54
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	10.82
1 MONROE TRUCK EQUIPMENT INC	MAINTENANCE SUPPLIES	476.49
1 RANDALL PRESSURE SYSTEMS INC	MAINTENANCE SUPPLIES	1,331.31
1 RANDALL PRESSURE SYSTEMS INC	MAINTENANCE SUPPLIES	131.99
INVOICES TOTAL:		2,601.65

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	22.37
INVOICES TOTAL:		22.37

** Indicates pre-issue check.

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534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTANT ELECTRIC SUPPLY CO	LIGHTING MATERIALS	1,916.00
INVOICES TOTAL:		1,916.00

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	STAFF LUNCH	76.31
1 ILLINOIS ARBORIST ASSOCIATION	WORKSHOP REGISTRATION	216.00
INVOICES TOTAL:		292.31

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING RESOURCE ASSOCIATES	DEVON/W BARTLETT DRNG/BIKE PATH	1,984.85
1 ENGINEERING RESOURCE ASSOCIATES	ONEIDA BASIN IMPROVEMENTS	979.00
INVOICES TOTAL:		2,963.85

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JAN 2021	139.00
INVOICES TOTAL:		139.00

4200-MUNICIPAL BLDG PROJECTS EXP

584023-GOLF COURSE FACILITY IMPROV

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	INSULATION/BARTLETT HILLS ROOM	762.76
1 OMAR PAINTING INC	PAINTING SERVICES	2,900.00
INVOICES TOTAL:		3,662.76

430000-DEVELOPER DEPOSITS FUND

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WILLIAM RYAN HOMES INC	BOND REFUND/1333 HIGHPOINT COURT	6,770.00
INVOICES TOTAL:		6,770.00

5000-WATER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SCADA PHONE SERVICE	36.66
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	11,252.75
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
INVOICES TOTAL:		13,582.74

** Indicates pre-issue check.

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522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	386.83
		<u>INVOICES TOTAL:</u> 386.83

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	JANUARY 2021 BILLING	743.70
		<u>INVOICES TOTAL:</u> 743.70

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	654.50
		<u>INVOICES TOTAL:</u> 654.50

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	674.30
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	715.88
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	285.15
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	546.44
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	1,513.93
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	4,024.35
1 NICOR GAS	GAS BILL	265.40
1 NICOR GAS	GAS BILL	240.12
		<u>INVOICES TOTAL:</u> 8,265.57

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DISH DRAINER/DRAIN BOARDS	4.64
1 CORE & MAIN LP	MATERIALS & SUPPLIES	2,935.95
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	359.92
		<u>INVOICES TOTAL:</u> 3,300.51

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	40.84
1 WAREHOUSE DIRECT	COFFEE CREAMER/SUPPLIES	31.68
		<u>INVOICES TOTAL:</u> 72.52

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	FEBRUARY BILLS POSTAGE	2,622.55
		<u>INVOICES TOTAL:</u> 2,622.55

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	10.82
1 WEST SIDE TRACTOR SALES	MAINTENANCE SUPPLIES	97.02
	<u>INVOICES TOTAL:</u>	<u>107.84</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	22.38
	<u>INVOICES TOTAL:</u>	<u>22.38</u>

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS/SUPPLIES	8,595.50
	<u>INVOICES TOTAL:</u>	<u>8,595.50</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	STAFF LUNCH	76.31
1 ILLINOIS SECTION AWWA	VIRTUAL SEMINAR FEE	80.00
1 ILLINOIS SECTION AWWA	VIRTUAL SEMINAR FEE	80.00
	<u>INVOICES TOTAL:</u>	<u>236.31</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN WATER WORKS ASSOCIATION	MEMBERSHIP RENEWAL/C BEBAR	83.00
1 AMERICAN WATER WORKS ASSOCIATION	MEMBERSHIP RENEWAL/S NOVOTNEY	83.00
	<u>INVOICES TOTAL:</u>	<u>166.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JAN 2021	139.00
	<u>INVOICES TOTAL:</u>	<u>139.00</u>

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JEFFREY KINYON	REFUND/WATER BILL OVERPAYMENT	67.33
1 ROBERT L TILLMAN	REFUND/WATER BILL OVERPAYMENT	54.09
	<u>INVOICES TOTAL:</u>	<u>121.42</u>

5090-WATER CAPITAL PROJECTS EXP

581038-VILLAGE SYSTEM IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BAXTER & WOODMAN	RISK & RESILIENCE ASSESSMENT	3,910.00

** Indicates pre-issue check.

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INVOICES TOTAL: 3,910.00

5100-SEWER OPERATING EXPENSES

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	386.83
		<u>INVOICES TOTAL: 386.83</u>

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	JANUARY 2021 BILLING	743.70
		<u>INVOICES TOTAL: 743.70</u>

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	891.50
		<u>INVOICES TOTAL: 891.50</u>

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	SANITARY SEWER LINING NOTICE	130.50
		<u>INVOICES TOTAL: 130.50</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	60.67
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	95.40
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	59.53
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	232.82
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	75.46
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	242.18
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	192.41
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	239.82
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	115.40
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	310.89
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	189.59
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	300.94
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	363.84
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	620.15
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	33,556.20
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	131.85
1 NICOR GAS	GAS BILL	39.03
1 NICOR GAS	GAS BILL	41.18
1 NICOR GAS	GAS BILL	123.99
1 NICOR GAS	GAS BILL	519.41
1 NICOR GAS	GAS BILL	39.25
1 NICOR GAS	GAS BILL	39.66

** Indicates pre-issue check.

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1 NICOR GAS	GAS BILL	124.13
1 NICOR GAS	GAS BILL	40.49
1 NICOR GAS	GAS BILL	80.17
1 NICOR GAS	GAS BILL	40.46
1 NICOR GAS	GAS BILL	75.85
INVOICES TOTAL:		37,950.77

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	5,215.00
INVOICES TOTAL:		5,215.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DISH DRAINER/DRAIN BOARDS	114.54
1 AMAZON CAPITAL SERVICES INC	DISH DRYING MATS	35.98
1 GRAPHIC CONTROLS	MATERIALS & SUPPLIES	1,162.97
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	40.95
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	59.97
INVOICES TOTAL:		1,414.41

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	SAFETY SUPPLIES	304.86
INVOICES TOTAL:		304.86

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	40.84
1 WAREHOUSE DIRECT	COFFEE CREAMER/SUPPLIES	105.47
INVOICES TOTAL:		146.31

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	FEBRUARY BILLS POSTAGE	2,622.54
INVOICES TOTAL:		2,622.54

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COLUMBIA PIPE & SUPPLY CO	MAINTENANCE SUPPLIES	55.44
1 GRAINGER	DC POWER SUPPLIES	195.48
1 GRAINGER	MAINTENANCE SUPPLIES	17.32
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	10.82
1 STANDARD EQUIPMENT COMPANY	EQUIPMENT REPAIRS	698.73
1 STENSTROM PETROLEUM SERVICES INC	MONTHLY INSPECTION FEES	150.00
1 WATER PRODUCTS COMPANY	MAINTENANCE SUPPLIES	94.09

** Indicates pre-issue check.

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INVOICES TOTAL: 1,221.88

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	22.38
		<u>INVOICES TOTAL: 22.38</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	STAFF LUNCH	76.32
		<u>INVOICES TOTAL: 76.32</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JAN 2021	138.00
		<u>INVOICES TOTAL: 138.00</u>

510000-SEWER FUND

200504-FRWRD PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE CO SEWER TREATMENT/JAN 21	618.72
		<u>INVOICES TOTAL: 618.72</u>

5190-SEWER CAPITAL PROJECTS EXP

582025-SANITARY SEWER EVALUATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	BASIN FLOW MONITORING STUDY	516.00
1 ENGINEERING ENTERPRISES INC	BASIN SSES ANALYSIS	2,886.00
1 ENGINEERING ENTERPRISES INC	BASIN FLOW MONITORING STUDY	1,085.50
		<u>INVOICES TOTAL: 4,487.50</u>

582026-LIFT STATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRAWFORD MURPHY & TILLY	BIDDING/ENGINEERING ASSISTANCE	380.00
		<u>INVOICES TOTAL: 380.00</u>

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STRAND ASSOCIATES INC	WWTP DESIGN IMPROVEMENTS	21,200.00
		<u>INVOICES TOTAL: 21,200.00</u>

582028-DEVON EXCESS FLOW PLANT REHB

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW SEWER & FORCEMAIN	2,008.00

** Indicates pre-issue check.

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1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY LIFT STATION	3,943.00
	INVOICES TOTAL:	5,951.00

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	24.54
1 UNIFIRST CORPORATION	MATS	24.54
	INVOICES TOTAL:	449.08

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	282.75
1 VERIZON WIRELESS	WIRELESS SERVICES	42.25
	INVOICES TOTAL:	325.00

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	DSL LINE FOR METRA PAY BOXES	41.83
	INVOICES TOTAL:	41.83

550-GOLF FUND REVENUES

470010-CLUBHOUSE BANQUET SALES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 TAYLAR YOUNG	DEPOSIT REFUND	500.00
	INVOICES TOTAL:	500.00

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	111.90
1 CINTAS FIRE PROTECTION	EQUIPMENT INSPECTION FEES	479.79
1 DIGITAL GOLF TECHNOLOGIES INC	DAILY PLAY FEES	277.50
1 DIGITAL GOLF TECHNOLOGIES INC	DAILY PLAY FEES	220.00
1 JENSEN'S PLUMBING & HEATING INC	HVAC AIR FILTER REPLACEMENT	1,960.50
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JAN 2021	275.62
	INVOICES TOTAL:	3,325.31

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	399.65
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	1,349.42

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/16/2021**

1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	1,249.00
		INVOICES TOTAL: 2,998.07

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	30.00
		INVOICES TOTAL: 30.00

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	STAFF JACKETS	436.04
		INVOICES TOTAL: 436.04

546300-BANK CHARGES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GOLFNOW	GOLF NOW FEES/12/27/20-12/30/20	286.14
		INVOICES TOTAL: 286.14

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	PIN 06-34-100-026-0000	14.04
		INVOICES TOTAL: 14.04

5510-GOLF MAINTENANCE EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	449.82
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	416.34
		INVOICES TOTAL: 866.16

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BURRIS EQUIPMENT CO	AUTOMOTIVE SUPPLIES	231.96
1 REINDERS INC	AUTOMOTIVE SUPPLIES	217.32
		INVOICES TOTAL: 449.28

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 1ST AYD CORPORATION	CLEANING SUPPLIES	152.01
1 BURRIS EQUIPMENT CO	MAINTENANCE SUPPLIES	277.50
1 J W TURF INC	MAINTENANCE SUPPLIES	22.45
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	392.68
		INVOICES TOTAL: 844.64

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/16/2021**

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAFARGE AGGREGATES ILLINOIS INC	SAND PURCHASE	206.00
INVOICES TOTAL:		206.00

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DOORMASTER GARAGE DOOR CO LLC	COMMERCIAL DOOR REPAIRS	203.00
INVOICES TOTAL:		203.00

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	105.41
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JAN 2021	36.19
INVOICES TOTAL:		141.60

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	224.91
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	208.17
INVOICES TOTAL:		433.08

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	200.00
INVOICES TOTAL:		200.00

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TEC COFFEE & FOODS	COFFEE PURCHASE	40.18
INVOICES TOTAL:		40.18

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	FOODSAVER SEALER MACHINE	142.99
INVOICES TOTAL:		142.99

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	105.42
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JAN 2021	36.19

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/16/2021

INVOICES TOTAL: 141.61

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CVENT INC	ADVERTISING CONTRACT	3,400.00
1 EXAMINER PUBLICATIONS INC	WINTER BRUNCH ADVERTISING	60.00
1 EXAMINER PUBLICATIONS INC	WINTER BRUNCH ADVERTISING	60.00
1 EXAMINER PUBLICATIONS INC	VALENTINE'S BRUNCH ADVERTISING	120.00
1 THE KNOT WORLDWIDE INC	ADVERTISING	2,162.30
<u>INVOICES TOTAL:</u>		<u>5,802.30</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	224.91
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	208.17
<u>INVOICES TOTAL:</u>		<u>433.08</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	48.07
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	497.57
<u>INVOICES TOTAL:</u>		<u>545.64</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	185.86
1 GRECO AND SONS INC	FOOD PURCHASE	146.31
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	78.44
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	497.15
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	673.75
1 TEC COFFEE & FOODS	COFFEE PURCHASE	40.17
<u>INVOICES TOTAL:</u>		<u>1,621.68</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COLOR COPIER FOR GOLF	6,583.00
<u>INVOICES TOTAL:</u>		<u>6,583.00</u>

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	384.50
1 METALMASTER ROOFMASTER INC	SEMI-ANNUAL SERVICE AGREEMENT	549.00
<u>INVOICES TOTAL:</u>		<u>933.50</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/16/2021**

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	88.40
1 ESRI INC	GIS LICENSES	1,050.00
1 GRANICUS	GOVACCESS SERVICE AGREEMENT	6,720.00
1 NETWRIX CORPORATION	MAINTENANCE AGREEMENT	994.25
INVOICES TOTAL:		8,852.65

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CREEKSIDE PRINTING	FEBRUARY/MARCH BARTLETTER	3,975.00
INVOICES TOTAL:		3,975.00

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	DOOR PANIC BAR REPAIRS	160.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JAN 2021	3,752.00
1 THYSSENKRUPP ELEVATOR CORPORATION	SAFETY TEST	421.00
1 UNIFIRST CORPORATION	MATS	91.44
1 UNIFIRST CORPORATION	MATS	91.44
INVOICES TOTAL:		4,515.88

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	VILLAGE HALL DSL LINE	68.05
1 VERIZON WIRELESS	WIRELESS SERVICES	428.75
1 VERIZON WIRELESS	WIRELESS SERVICES	501.55
INVOICES TOTAL:		998.35

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	497.02
1 NICOR GAS	GAS BILL	1,304.51
INVOICES TOTAL:		1,801.53

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLIFFORD-WALD	PLOTTER PAPER	81.16
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	259.04
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	25.96
1 WAREHOUSE DIRECT	PAPER TOWELS/OFFICE SUPPLIES	470.11
INVOICES TOTAL:		836.27

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	LINKEDIN ANNUAL SUBSCRIPTION	239.88

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/16/2021**

INVOICES TOTAL: 239.88

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INSIGHT PUBLIC SECTOR INC	REPLACEMENT STORAGE FOR P.W.	910.80
		<u>INVOICES TOTAL: 910.80</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	0.78
		<u>INVOICES TOTAL: 0.78</u>

7000-POLICE PENSION EXPENDITURES

523001-PERSONNEL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INSPE ASSOCIATES LLC	EXAM - J SHEAHAN	1,800.00
		<u>INVOICES TOTAL: 1,800.00</u>

GRAND TOTAL: 708,184.70

GENERAL FUND	518,997.96
MUNICIPAL BUILDING FUND	3,662.76
DEVELOPER DEPOSITS FUND	6,770.00
WATER FUND	42,927.37
SEWER FUND	83,902.22
PARKING FUND	815.91
GOLF FUND	26,243.84
CENTRAL SERVICES FUND	23,064.64
POLICE PENSION FUND	1,800.00
GRAND TOTAL	708,184.70

** Indicates pre-issue check.

VILLAGE OF BARTLETT TREASURER'S REPORT
 CASH & INVESTMENT REPORT
 FISCAL YEAR 2020/21 as of December 31, 2020

Fund	11/30/2020			Receipts		Disbursements		Detail of Ending Balance		
	11/30/2020	Receipts	Disbursements	12/31/2020	Cash	Investments	Net Assets/Liab.	12/31/2020		
General	17,995,929	1,192,223	2,054,278	17,133,873	10,870,161	5,911,748	351,965	17,133,873		
MFT	2,385,244	131,859	1,232	2,515,871	2,380,768	374,076	(238,973)	2,515,871		
Debt Service	1,097,542	10,365	891,413	216,495	135,357	80,187	951	216,495		
Capital Projects	947,531	72	0	947,604	26,246	15,548	905,809	947,604		
Municipal Building	1,041,946	57	0	1,042,003	477,702	282,995	281,306	1,042,003		
Developer Deposits	2,539,028	94	0	2,539,122	148,925	2,078,973	311,223	2,539,122		
59 & Lake TIF	0	0	0	0	510,456	302,399	(812,855)	0		
BC Municipal TIF	1,232,188	566	59,791	1,172,963	752,589	445,841	(25,467)	1,172,963		
Bluff City TIF Municipal	118,104	9	0	118,113	74,044	43,865	204	118,113		
Water	(570,969)	956,100	860,816	(475,685)	2,662,381	1,577,161	(4,715,227)	(475,685)		
Sewer	20,602,405	509,557	533,404	20,578,558	1,703,640	1,009,193	17,865,725	20,578,558		
Parking	(6,323)	597	14,844	(20,570)	(2,576)	(1,526)	(16,468)	(20,570)		
Golf	(26,336)	33,941	163,149	(155,544)	0	0	(155,544)	(155,544)		
Central Services	760,466	115,020	92,587	782,899	342,669	203,000	237,230	782,899		
Vehicle Replacement	3,774,958	56,059	0	3,831,017	981,240	581,296	2,268,482	3,831,017		
TOTALS	51,891,714	3,006,519	4,671,513	50,226,720	21,063,600	12,904,757	16,258,363	50,226,720		

BC Project TIF	9,781,102	544,659	2,609,452	7,716,309	0	0	7,716,309	7,716,309
Bluff City Project TIF	557,579	42	549,669	7,952	4,985	2,953	14	7,952
Bluff City SSA Debt Srv.	91,740	7	0	91,748	0	0	91,748	91,748
Police Pension	53,850,142	1,445,361	191,899	55,103,603	693,969	54,310,078	99,556	55,103,603


 Todd Dowden
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
 FISCAL YEAR 2020/21 as of December 31, 2020

Fund	Revenues			Expenditures			
	Actual	Current Year Budget	Percent	Actual	Current Year Budget	Percent	Prior YTD %
General	18,539,126	24,183,270	76.66%	15,295,287	24,951,630	61.30%	62.68%
MFT	1,075,414	1,765,000	60.93%	2,117,160	2,620,000	80.81%	36.04%
Debt Service	2,511,938	3,192,494	78.68%	3,162,662	3,165,819	99.90%	281.09%
Capital Projects	906,035	500.00	100.00%	0	0	0.00%	0.00%
Municipal Building	5,902	7,000	84.32%	19,995	415,000	4.82%	63.74%
Developer Deposits	54,881	601,000	9.13%	0	763,958	0.00%	2.55%
Bluff City SSA	386,709	1,007,933	38.37%	1,044,400	1,107,575	94.30%	96.83%
59 & Lake TIF	0	133,000	0.00%	0	133,000	0.00%	0.00%
Bluff City Municipal TIF	35,412	31,600	112.06%	0	57,000	0.00%	0.00%
Bluff City Project TIF	550,488	1,944,000	28.32%	549,669	1,940,000	28.33%	24.08%
Brewster Creek Municipal TIF	847,693	790,000	107.30%	397,667	1,154,681	34.44%	30.49%
Brewster Creek Project TIF	8,780,093	7,007,000	125.30%	5,326,432	7,011,360	75.97%	31.65%
Water	8,982,882	12,231,000	73.44%	8,110,337	12,976,391	62.50%	57.03%
Sewer	4,334,728	10,635,000	40.76%	4,626,746	10,535,479	43.92%	23.90%
Parking	12,410	231,400	5.36%	103,294	261,768	39.46%	68.79%
Golf	1,506,210	2,314,158	65.09%	1,382,410	2,293,619	60.27%	71.45%
Central Services	921,187	1,384,763	66.52%	786,728	1,325,425	59.36%	54.88%
Vehicle Replacement	409,284	653,770	62.60%	350,922	466,350	75.25%	65.13%
Police Pension	10,803,762	5,370,926	201.15%	1,662,769	5,370,926	30.96%	29.65%
Subtotal	60,664,154	73,483,814	82.55%	44,936,479	76,549,981	58.70%	57.05%
Less Interfund Transfers	(2,981,436)	(4,297,209)	69.38%	(2,981,436)	(4,297,209)	69.38%	69.68%
Total	57,682,718	69,186,605	83.37%	41,955,043	72,252,772	58.07%	56.36%

VILLAGE OF BARTLETT TREASURER'S REPORT
 MAJOR REVENUE BUDGET COMPARISONS
 FISCAL YEAR 2020/21 as of December 31, 2020

Fund	Actual	Current Year Budget	Percent	Prior YTD %
Property Taxes	8,988,204	11,271,814	79.74%	80.41%
Sales Taxes (General Fund)	1,641,318	2,575,000	63.74%	68.89%
Income Taxes	2,999,152	4,325,000	69.34%	71.99%
Telecommunications Tax	359,440	550,000	65.35%	56.53%
Home Rule Sales Tax	1,116,875	1,990,000	56.12%	74.84%
Real Estate Transfer Tax	998,833	800,000	124.85%	90.06%
Use Tax	1,157,479	1,460,000	79.28%	67.49%
Building Permits	515,072	600,000	85.85%	87.75%
MFT	1,065,917	1,715,000	62.15%	85.87%
Water Charges	8,661,697	12,000,000	72.18%	65.84%
Sewer Charges	4,269,560	7,205,000	59.26%	66.72%
Interest Income	127,494	429,500	29.68%	97.64%

VILLAGE OF BARTLETT TREASURER'S REPORT
 GOLF FUND DETAIL (Excluding Capital Projects)
 FISCAL YEAR 2020/21 as of December 31, 2020

Fund	Current Year		Percent
	Actual	Budget	
Golf Program			
Revenues	1,249,111	1,280,158	97.57%
Expenses	869,229	1,272,069	68.33%
Net Income	<u>379,881</u>	<u>8,089</u>	<u>4696.27%</u>
F&B - Restaurant			
Revenues	88,576	158,000	56.06%
Expenses	235,449	317,126	74.24%
Net Income	<u>(146,874)</u>	<u>(159,126)</u>	<u>92.30%</u>
F&B - Banquet			
Revenues	49,823	757,000	6.58%
Expenses	226,264	643,124	35.18%
Net Income	<u>(176,441)</u>	<u>113,876</u>	<u>-154.94%</u>
F&B - Midway			
Revenues	118,701	119,000	99.75%
Expenses	51,468	61,300	83.96%
Net Income	<u>67,233</u>	<u>57,700</u>	<u>116.52%</u>
Golf Fund Total			
Revenues	1,506,210	2,314,158	65.09%
Expenses	1,382,410	2,293,619	60.27%
Net Income	<u>123,800</u>	<u>20,539</u>	<u>602.76%</u>

Sales Taxes

Month	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21
May	126,506	137,931	143,188	125,055	141,609	161,850	159,411	167,379	156,194	160,850
June	164,604	168,284	162,596	153,553	170,308	178,006	186,494	194,753	187,952	183,798
July	165,519	175,701	173,657	178,983	170,734	181,943	201,320	200,041	205,572	198,797
August	177,919	191,865	191,196	200,051	200,031	224,385	219,629	227,783	232,110	209,005
September	187,893	190,899	186,097	188,547	193,484	211,186	224,268	218,236	220,524	233,289
October	177,758	180,797	184,425	190,872	204,424	209,930	215,328	211,089	262,349	221,535
November	161,152	179,526	186,229	181,445	198,880	206,205	208,760	215,922	227,334	202,764
December	164,341	165,188	170,530	188,055	212,286	212,435	219,639	196,081	214,284	236,916
January	167,926	181,865	174,037	179,846	204,437	207,123	221,599	221,276	243,184	
February	157,086	161,047	149,669	160,774	170,190	201,075	206,836	196,714	186,495	
March	177,777	168,154	210,506	187,865	194,219	190,934	196,530	181,590	203,051	
April	152,124	147,189	151,678	141,054	149,630	167,837	180,413	170,866	193,930	
Total	1,980,605	2,048,447	2,083,807	2,076,100	2,210,232	2,352,909	2,440,227	2,401,729	2,532,977	1,646,955
% increase	2%	3%	2%	0%	6%	6%	4%	-2%	5%	11%
Budget	1,950,000	1,975,000	2,010,000	2,075,000	2,115,000	2,205,000	2,400,000	2,425,000	2,460,000	2,575,000

VENDOR WARRANT DETAIL

BARTLETT VILLAGE TREASURER

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 [CONTRACT SEARCH](#)
 [PAYMENTS SEARCH](#)
 [PAYMENTS ISSUED](#)
 [PENDING PAYMENTS](#)

PAYMENTS NOTIFICATIONS

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Warrant/EFT#: EF 0014987

Fiscal Year	2021	Issue Date	12/10/20
Warrant Total	\$236,916.25	Warrant Status	

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1808120	1A1808120	\$236,916.25

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$236,916.25	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 12/09/2020
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: SEP. 2020 COLL MO: OCT. 2020 VCHR MO: DEC. 2020
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

MOTOR FUEL TAX

Month	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
May	89,115	104,788	106,665	89,988	93,139	91,478	86,848	83,590	96,769
June	75,066	71,924	80,212	58,408	58,737	72,645	79,592	76,204	99,562
July	87,721	84,361	89,915	103,948	94,278	95,252	93,416	95,250	121,837
August	87,924	99,063	61,056	100,154	89,533	89,970	90,079	137,033	142,172
September	76,347	70,076	83,006	67,441	79,032	79,527	75,247	148,846	132,059
October	83,510	90,026	89,337	87,626	91,489	91,053	98,725	136,575	130,305
November	89,027	77,655	90,552	101,486	93,216	92,796	92,950	153,788	131,647
December	85,014	103,117	103,771	93,002	97,757	91,055	89,502	180,890	
January	82,788	90,866	97,525	89,828	92,928	93,233	89,403	128,180	
February	70,348	83,687	74,031	90,531	88,602	80,765	81,313	126,802	
March	83,251	65,802	37,978	77,861	75,544	80,062	77,761	131,268	
April	70,866	75,969	95,841	93,782	90,224	94,326	91,212	122,218	
Subtotal	980,978	1,017,334	1,009,889	1,054,055	1,044,479	1,052,164	1,046,048	1,520,643	854,350
Plus:									
High Growth	29,031	37,678	37,682	37,743	37,801	37,266	36,909	9,192	61,771
Jobs Now	179,796	179,796	359,592						
Total	1,189,805	1,234,808	1,407,163	1,091,798	1,082,280	1,089,430	1,082,957	1,529,835	916,121
Budget	1,250,000	1,175,000	1,188,990	1,025,000	1,067,287	1,095,000	1,095,000	1,085,000	1,715,000
Annual Inc in \$									
w/o High Growth	-6.80%	3.71%	-0.73%	4.37%	-0.91%	0.74%	0.58%	45.37%	-14.40%



Municipality Report
December 2, 2020

Bartlett

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR NOVEMBER, 2020

Beginning Unobligated Balance		\$6,984,675.51
Motor Fuel Tax Fund Allotment	\$76,632.08	
MFT Transportation Renewal Fund Allotment	\$55,014.84	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		\$131,646.92
Plus Credits Processed		\$61,771.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		\$7,178,093.43

PROCESSED TRANSACTIONS:

Memorandum

To: Paula Schumacher, Village Administrator
From: Joey Dienberg, Management Analyst
Date: February 10, 2021
Re: COVID-19 Update

Vaccine Update

A safe and effective COVID-19 vaccine is a critical component of the U.S. strategy to reduce COVID-19-related illnesses, hospitalizations, and deaths. The Village of Bartlett has continued to work with state and county officials to ensure that vaccine rollout is effectively and efficiently conducted in the village. In terms of the Village of Bartlett specifically, a majority of critical first responders (Bartlett PD and FPD) have received both rounds of their vaccine as a part of Phase 1B of the state's vaccination plan.

Phase 1A

- Health care Personnel
- Hospital Settings
- Non-hospital health care
- Other Congregate Care
- Long-Term Care Facility residents and staff

Phase 1B (Current Phase)

- Persons aged 65 years and older
- Frontline essential workers
- Inmates
- Persons aged 16 to 64 years with high-risk medical conditions*

Phase 1C

- Other essential workers

The State is currently on Phase 1B of vaccine rollout, and will be moving into 1C in the coming weeks and months. Once all of Phase 1 is complete, the rest of the population will be eligible in Phase 2.

*On February 10, 2021, the State of Illinois announced that in light of a steadily increasing federal vaccine supply, Illinois is making plans to expand Phase 1B eligibility on February 25 to people who have comorbidities and underlying conditions as defined by the CDC. In addition, Illinois will also prioritize individuals with disabilities.

Restore Illinois Update

The Village of Bartlett is a part of Restore Illinois Regions 8 & 10. By February 3rd both of those regions had moved to Phase 4 of the Restore Illinois Plan, allowing for indoor dining as well as gatherings and meetings with a limit to the lesser of 50 people or 50% of room capacity. Phase 5, which would allow all sectors of the economy to reopen with new health and hygiene practices permanently in place, is currently within sight. According to *Restore Illinois*, the state will move into Phase 5 when **“either a vaccine is developed to prevent additional spread of COVID-19, a treatment option is readily available that ensures health care capacity is no longer a concern, or there are no new cases over a sustained period.”**



Agenda Item Executive Summary

Item Name 2021 Official Zoning Map Update Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Attached is the village's official zoning map satisfying the statutory requirement to update the map with all of the changes from the previous calendar year by March 31st.

Staff is requesting that the zoning map update be forwarded directly to the village board to expedite the changes to the map.

ATTACHMENTS (PLEASE LIST)

PDS memo and ordinance with exhibit (Official Zoning Map 2021)

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance- Move to approve Ordinance #2021-_____An Ordinance Adopting the Village of Bartlett, Illinois Official Zoning Map 2021
- Motion

Staff: Roberta Grill, Planning & Development Services Director Date: January 29, 2021

PLANNING & DEVELOPMENT SERVICES MEMORANDUM

21-1

DATE: February 2, 2021
TO: Paula Schumacher, Village Administrator
FROM: Roberta Grill, Planning & Development Services Director
RE: **(#21-01) Zoning Map Update – 2021**

RBC

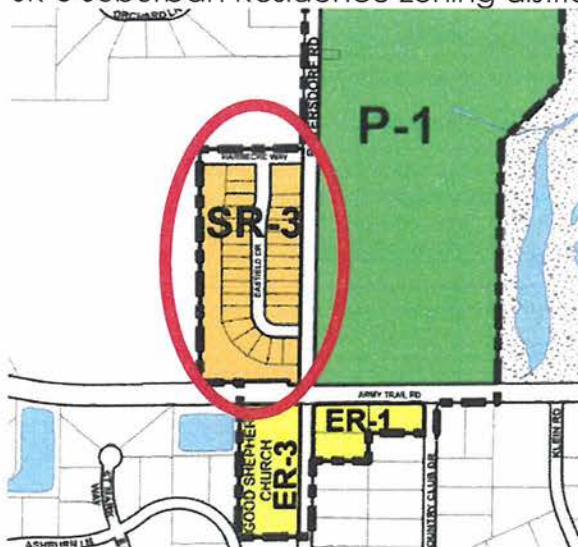
The following is a list of changes made to the Village of Bartlett's official zoning map during the calendar year of 2020. As stated in the Illinois Compiled Statutes 65 ILCS 5/11-13-19, the village is required to publish a map of all the zoning changes made in the preceding year prior to March 31st. An updated map is attached for your reference.

Staff is requesting that the zoning map update be forwarded directly to the village board to expedite the changes to the map.

Annexation/Rezoning

There was one (1) annexation and rezoning in 2020:

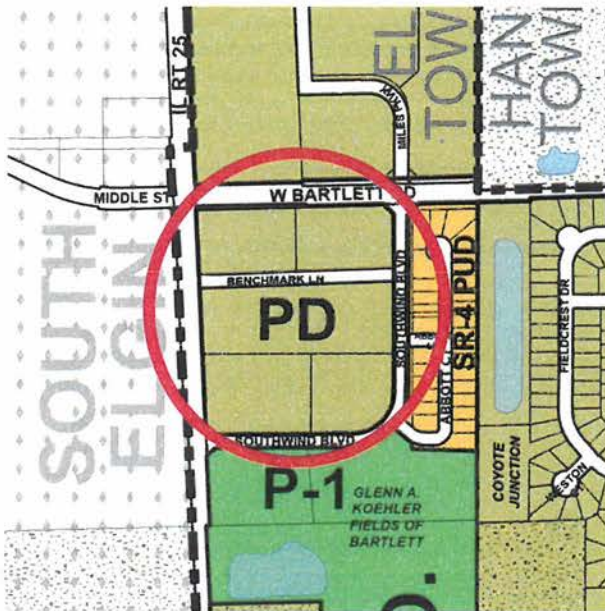
1. Eastfield (Case #20-04)
Annexed and rezoned from the ER-1 Estate Residence zoning district to the SR-3 Suburban Residence zoning district



Subdivisions

Three (3) subdivisions were approved in 2020:

1. Eastfield Subdivision, 29 lots (Case #20-04)
(see map above)
2. Southwind Business Park, 5 lots (Case #18-21)



3. Cylwik Resubdivision, 2 lots (Case #20-10)



Recommendation

1. The staff recommends **approval** of the changes to the official zoning map.
2. An ordinance approving of the update to the official zoning map for 2021 is attached for your review.

ORDINANCE 2021-_____

**AN ORDINANCE ADOPTING THE VILLAGE OF BARTLETT, ILLINOIS
OFFICIAL ZONING MAP 2021**

WHEREAS, it is required by the Illinois Compiled Statutes (65 ILCS 5/11-13-19) that the corporate authorities shall cause to be published no later than March 31st of each year a map clearly showing the existing zoning uses, divisions, restrictions, regulations and classifications of the municipality for the preceding calendar year.

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

SECTION ONE: That the Village of Bartlett hereby adopts and publishes the Village of Bartlett, Illinois-Official Zoning Map 2021 appended hereto as Exhibit A, expressly made a part hereof.

SECTION TWO: That the Village Clerk is hereby authorized and directed to publish this Ordinance, including the Official Zoning Map adopted and approved herein.

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 after its passage, approval and publication in pamphlet form, as required by law.

ROLL CALL VOTE:

AYES:

NAYS:

PASSED: February 16, 2021

APPROVED: February 16, 2021

Kevin Wallace, Village President

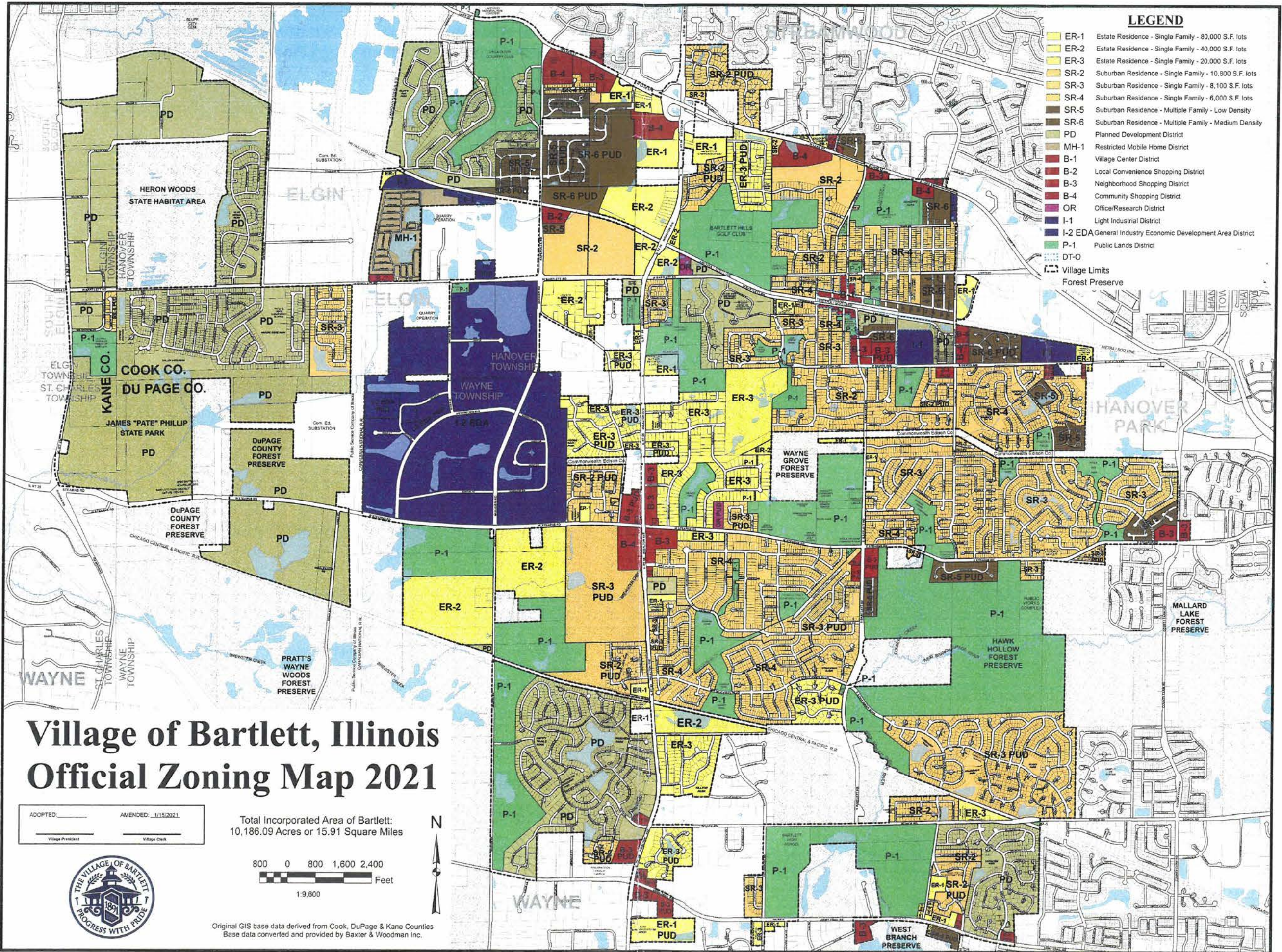
ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2021- _____ enacted on February 16, 2021 and approved on February 16, 2021, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk





Agenda Item Executive Summary

Item Name Brewster Creek TIF Developer Note #4, Payout #24 Committee or Board Board

BUDGET IMPACT			
Amount:	\$30,400	Budgeted	\$30,400
List what fund	Brewster Creek TIF Project Fund		
EXECUTIVE SUMMARY			
Brewster Creek Public Improvements - TIF Developer Note #4, Payout #24.			
ATTACHMENTS (PLEASE LIST)			
Finance Memo Resolution Memorandum of Payment Schedule of Costs Village Engineer Letter			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2021-_____, a resolution approving of the Disbursement Request for Payout No. 24 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project.

Staff: Todd Dowden, Finance Director

Date: 02/08/2021

Village of Bartlett
Finance Department Memo
2021 - 01

DATE: February 8, 2021

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director

SUBJECT: Brewster Creek TIF Developer Note #4 Payout Request #24

In September 2016, the Board authorized the Village to issue Developer Note #4, not to exceed \$11,500,000 to Elmhurst Chicago Stone for continuing the public improvements in the Brewster Creek TIF. Elmhurst Chicago Stone advances funds from their own sources and receives a note from the Village to get reimbursement if and when there is sufficient tax increment to do so and after all other TIF obligations are paid.

Attached is a resolution and several documents to approve the 24th developer note #4 payout request for the Brewster Creek TIF development. The total amount is \$30,400. The attachments are various documents required by the Village's redevelopment agreement. The attachments include:

1. Resolution Approving of Disbursement Request
2. Memorandum of Payment
3. Schedule of Costs
4. Village Engineer letter concurring with Disbursement Request

Upon approval of the resolution, the note will be executed and the amount tracked for payment as increment becomes available.

MOTION: I move to approve Resolution Number 2021-_____ A Resolution Approving of Disbursement Request for Payout No. 24 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

RESOLUTION 2021-

A RESOLUTION APPROVING OF DISBURSEMENT REQUEST FOR PAYOUT NO. 24 FROM THE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES 2016 FOR THE ELMHURST CHICAGO STONE BARTLETT QUARRY REDEVELOPMENT PROJECT

WHEREAS, pursuant to the Redevelopment Agreement dated as of November 1, 1999 between the Village and Elmhurst Chicago Stone Company ("ECS"), the Village agreed to issue subordinate lien tax increment revenue notes from which certain TIF eligible expenses related to the Bartlett Quarry Redevelopment Project (the "Project Costs") are to be reimbursed according to certain procedures for payment; and

WHEREAS, the Village passed an Ordinance providing for the issue of certain Subordinate Lien Tax Increment Revenue Notes, Series 2016, in an amount not to exceed \$11,500,000 (the "Series 2016 Subordinate Note"); and

WHEREAS, ECS has delivered to the Village its twenty-fourth Memorandum of Payment requesting that it be reimbursed the sum of \$30,400 in Project Costs for Payout No. 24 from the Subordinate Lien Tax Increment Revenue Note; and

WHEREAS, ECS has submitted an owner's sworn statement, general contractor's sworn statement, waivers of lien, invoices and other documentation (the "Supporting Documentation") in support of its twenty-fourth Memorandum of Payment request in accordance with Section 12-1 of the Redevelopment Agreement to support eligible Project Costs which documentation has been reviewed and approved by the Village Engineer, and he has concurred with the Developer's Engineer that the work has been completed and materials are in place as indicated by the twenty-fourth Memorandum of Payment request; and

WHEREAS, The Series 2016 Subordinate Note requires advances to be in even increments of \$100,

NOW, THEREFORE, 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 Memorandum of Payment No. 24 of Elmhurst Chicago Stone Company requesting reimbursement from the Series 2016 Subordinate Note in the sum of \$30,400 is hereby approved.

SECTION TWO: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED February 16, 2021

APPROVED February 16, 2021

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 2021- , enacted on February 16, 2021, and approved on February 16, 2021, as the same appeared from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

DEVELOPER NOTE #4

MEMORANDUM OF PAYMENT NO. 24

Pursuant to the **REDEVELOPMENT AND FINANCING AGREEMENT** (the "Agreement") between the **VILLAGE OF BARTLETT** (the "Village") and **ELMHURST-CHICAGO STONE COMPANY** (the "Developer"), dated November 4, 1999, the Developer hereby submits a signed Memorandum of Payment pursuant to Section 12-2 of said Agreement. Attached to this Memorandum of Payment is the following:

1. Documentation which authorizes and requests partial payment; and
2. Documentation which sets forth payments by the Developer of the invoices for which partial payments is being requested; and
3. Such other documentation as is required by Section 12-1.C of the Agreement.
4. Developer requests payment in the sum of \$ 30,400 bearing an interest rate at 7.0% per annum.

ELMHURST-CHICAGO STONE COMPANY

By: _____

President

Dated: _____

11/25/21

SCHEDULE 1

COST OF THE IMPROVEMENTS

Martam	Cook County North Mass Grading	\$	5,516.74
Martam	Cook County East Mass Grading	\$	14,372.76
Geocon	Cook County East Geotechnical Site Inspections	\$	7,441.00
V3	Minador Wetland Maintenance	\$	3,000.00
	Total	\$	<u>30,330.50</u>

February 4, 2021

Mr. Todd Dowden, Director of Finance

RE: **DEVELOPER NOTE # 4 MEMORANDUM
OF PAYMENT # 24** – RELATIVE TO THE
REDEVELOPMENT AND FINANCING
AGREEMENT BETWEEN THE VILLAGE
OF BARTLETT AND ELMHURST CHICAGO
STONE COMPANY

Dear Todd:

We are herein submitting information relative to the above referenced payment request for the redevelopment of the Elmhurst Chicago Stone Company property in Bartlett. Included as part of the documentation is:

- The **Developer Note # 4 Memorandum of Payment # 24** from Elmhurst Chicago Stone Company requesting payment in the amount of **\$30,400.00** to reimburse itself for monies spent on the project for the period of **December 8, 2020** through **January 25, 2021**.
- An Owner's Sworn Statement listing the contractors and material suppliers with the total contract price, amounts previously paid, amount to be paid this request and the balance due on each respective contract.

We have also reviewed:

- Executed contracts, agreements for services and purchase orders;
- Contractor invoices, work completion and amounts paid or retained;
- Partial or final waivers of lien and sworn statements for each contractor or vendor receiving payment on this draw.

All documentation provided and reviewed meets the requirements of Section 12-1 of the Redevelopment and Financing Agreement between the Village of Bartlett and Elmhurst Chicago Stone Company.

We have reviewed the certification for V3 Companies, Martam Construction and Geocon Professional Services stating that the work has been completed and materials are in place as indicated on the **Developer Note # 4 Memorandum of Payment # 24**. We have also included invoices from firms noted above for professional services. Based on periodic field observations and review of supporting documents submitted, including the invoices for professional services, we concur with the opinion of V3 Companies, Martam Construction and Geocon Professional Services that the work has been completed and materials are in place as indicated in the **Developer Note # 4 Memorandum of Payment # 24**, covered by the dates December 8, 2020 through January 25, 2021.

Please contact our office if there are any questions.

Bartlett Village Engineer

Robert Allen, PE

Robert Allen, PE

cc: Dan Dinges, P.E., Director of Public Works
Bryan Mraz, Village Attorney

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Senior Management Analyst
Date: 2/5/2021
Re: ONCC IGA Renewal

The Village of Bartlett is a member of the O'Hare Noise Compatibility Commission (ONCC), the only inter-governmental agency that is dedicated to reducing aircraft noise in the communities around O'Hare International Airport. It was established in 1996, following an invitation from the City of Chicago to suburban mayors to begin constructive dialogues on aircraft noise issues. The village uses the ONCC to refer complaints we receive on aircraft noise. ONCC has worked with the FAA and the City of Chicago to implement Fly Quiet programs which are designed to disperse night time aircraft noise in all directions of the airport. The O'Hare Modernization Program has pushed flight traffic heavily to an East-West arrangement and Bartlett is directly under three separate flight patterns. The Fly Quiet program sets a schedule for preferred runways during night hours in fall and winter, which allows the communities on the east and west sides of the airport to get some relief from aircraft noise. During the summer construction season at the airport this comes to a halt, but the O'Hare Modernization program is nearing completion and a more permanent Fly Quiet program will be put in place. Attached is an IGA to renew our membership with the ONCC.

This agreement, effective January 1, 2021, succeeds the previous agreement that was approved by the Chicago City Council and which went into effect on January 1, 2016, which expires under its own terms on December 31, 2020. It is entered into by the City of Chicago, a municipality and home rule unit of government under the Illinois Constitution of 1970, by and through the Chicago Department of Aviation, and the undersigned Members, organized under the laws of the State of Illinois.

Motion

I move to approve Resolution 2021-__-R, A resolution authorizing an amendment of the Intergovernmental Agreement relating to the O'Hare Noise Compatibility Commission.

RESOLUTION 2021-__-R

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT RELATING TO THE
O'HARE NOISE COMPATIBILITY COMMISSION**

WHEREAS, the City of Chicago is a home rule municipality pursuant to Article VII, Section 6 of the 1970 Illinois Constitution (the "Illinois Constitution"), and, as such, may exercise any power and perform any function related to its government and affairs; and

WHEREAS, the City of Chicago owns and operates an airport known as Chicago O'Hare International Airport (the "Airport"); and

WHEREAS, pursuant to authority granted by an ordinance adopted by this City Council on October 30, 1996, and Section 10 of Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220), the City entered into an Intergovernmental Agreement Relating to the O'Hare Noise Compatibility Commission (the "Original Intergovernmental Agreement") by and among the City and various municipalities and public school districts (as defined in the Original Intergovernmental Agreement as "Participants"); and

WHEREAS, the O'Hare Noise Compatibility Commission ("ONCC") was established pursuant to the Original Intergovernmental Agreement and provides a common forum for interested parties to have a voice in noise issues related to the Airport; and

WHEREAS, by its terms, the Original Intergovernmental Agreement became effective in November of 1996, and expired on December 31, 2015 and was extended by the Participants in an Intergovernmental Agreement effective January 1, 2016 and which expired by its own terms on December 31, 2020 (the "First Amended IGA"); and

WHEREAS, the Participants to the Original Intergovernmental Agreement and the Participants to the First Amended IGA (collectively, the "Intergovernmental Participants") desire to further amend and extend the First Amended IGA to extend it and the ONCC to December 31, 2025; and

WHEREAS, ONCC has indicated a desire to approve the further extension of the First Amended IGA; and

WHEREAS, the Village of Bartlett is currently a member of the O'Hare Noise Compatibility Commission and one of the Participants of the Original Intergovernmental Agreement and the First Amended IGA; and

WHEREAS, the City of Chicago approved the extension of the First Amended IGA by the approval of the Intergovernmental Agreement Relating to the O'Hare Noise Compatibility Commission attached to this Resolution as "Exhibit A"; and

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

SECTION 1: That the recitals set forth herein above are incorporated herein by reference as the factual basis for this transaction.

SECTION 2: That the Intergovernmental Agreement Relating to the O'Hare Noise Compatibility Commission attached hereto as Exhibit A is hereby approved.

SECTION 3: That Village President Kevin Wallace is hereby authorized and directed to execute, and Village Clerk Lorna Giless is hereby authorized and directed to attest the attached Intergovernmental Agreement Relating to the O'Hare Noise Compatibility Commission on behalf of the Village of Bartlett.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2021-__-R enacted on February 16, 2021, and approved on February 16, 2021, as the same appeared from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**INTERGOVERNMENTAL AGREEMENT RELATING TO
THE O'HARE NOISE COMPATIBILITY COMMISSION**

This agreement, effective January 1, 2021, succeeds the previous agreement that was approved by the Chicago City Council and which went into effect on January 1, 2016, which expires under its own terms on December 31, 2020. It is entered into by the City of Chicago, a municipality and home rule unit of government under the Illinois Constitution of 1970, by and through the Chicago Department of Aviation, and the undersigned Members, organized under the laws of the State of Illinois. In consideration of the mutual agreements contained in this Agreement, the City of Chicago and each Member agree as follows:

Section 1. Establishment of O'Hare Commission; Purposes.

The O'Hare Noise Compatibility Commission ("O'Hare Commission") is hereby established pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act. The purposes of the Commission are to: (a) determine certain Noise Compatibility Projects and Noise Compatibility Programs to be implemented in the O'Hare Commission Area; (b) oversee an effective and impartial noise monitoring system; (c) advise the City concerning O'Hare-related noise issues; and (d) provide a forum for direct citizen engagement.

Section 2. Definitions.

Whenever used in this Agreement, the following terms shall have the following meanings:

"Advisory Member" means an authorized representative of the Archdiocese of Chicago, the Diocese of Joliet, or any other non-governmental elementary and secondary school located in the O'Hare Commission Area who shall serve as a special advisory Member of the O'Hare Commission as provided in Section 3.D. of this Agreement, but who shall have no voting powers on the O'Hare Commission and shall not be parties to the Agreement.

"Alternate" means a Designee's substitute.

"Chicago TRACON Boundary" means the area depicted in Appendix B.

"City" means the City of Chicago. The Commissioner of Aviation or his or her Alternate (or any successor thereto) shall have the sole authority to undertake the City of Chicago's obligations and responsibilities under this Agreement, and the City shall act by and through the Commissioner of Aviation or his or her Alternate (or any successor thereto) for purposes of this Agreement, except as otherwise set forth in this Agreement.

"Designee" means a Member's chief elected officer for a municipality other than the City, the Commissioner of Aviation for the City, chief elected officer for a county, or the superintendent or chief executive for a school district.

“*FAA*” means the Federal Aviation Administration or any successor agency.

“*Member*” means, at any time, each city, village, public school district, or county located in the O’Hare Commission Area that has executed a counterpart of this Agreement on the basis set forth in this Agreement, other than the City. In addition, “*Member*” shall include Wards 36, 38, 39, 40, 41, and 45 of the City of Chicago (“*Chicago Ward Members*”) as set forth in Section 3.B.(iii) of this Agreement, who shall be eligible to participate as individual Members on the O’Hare Commission upon approval and execution of this Agreement by the City.

“*Noise Compatibility Programs*” means programs, including but not limited to the Residential Sound Insulation Program and the School Sound Insulation Program, which address aircraft noise concerns in the O’Hare Commission Area as determined by the O’Hare Commission in cooperation with the City.

“*Noise Compatibility Projects*” means the noise compatibility projects (including administrative costs) in the O’Hare Commission Area which are eligible for funding based on FAA regulations and grant assurances, which have been identified as eligible for participation in Noise Compatibility Programs as determined by the O’Hare Commission in cooperation with the City based on criteria adopted by the O’Hare Commission, and for which there is available funding. Noise Compatibility Projects include, but are not limited to, the sound insulation of homes and schools and/or providing the funding for such sound insulation to be implemented. Participation in a Noise Compatibility Program or receipt of a Noise Compatibility Project shall be voluntary on the part of the relevant property owner.

“*O’Hare*” means Chicago O’Hare International Airport.

“*O’Hare Commission Area*” means the Illinois area within the Chicago TRACON Boundary with an interest in O’Hare-related aircraft noise issues, which area includes but is not limited to the following municipalities, counties (which shall represent their respective residents in unincorporated areas), and public school districts: (i) the City of Chicago, Addison, Arlington Heights, Bartlett, Bensenville, Bloomingdale, Des Plaines, Downers Grove, Elmhurst, Elmwood Park, Franklin Park, Glenview, Hanover Park, Harwood Heights, Hoffman Estates, Itasca, Lincolnwood, Maywood, Melrose Park, Mount Prospect, Niles, Norridge, Northlake, Palatine, Park Ridge, River Forest, River Grove, Rolling Meadows, Rosemont, Schaumburg, Schiller Park, South Barrington, St. Charles, Stone Park, Wayne, and Wood Dale; (ii) Cook County and DuPage County; and (iii) School Districts 2, 7, 48, 59, 63, 64, 80, 81, 84, 84.5, 85.5, 86, 87, 88, 89, 100, 205, 207, 214, 234, 299, and 401. Municipalities, counties, and public school districts may be added to the O’Hare Commission Area as provided in Section 7.G.

“*Part 150 Plan*” means a noise abatement and land use compatibility plan developed pursuant to 14 CFR Part 150, or any successor provision.

“*Residential Sound Insulation Program*” means the program determined by the O’Hare Commission in cooperation with the City to provide sound insulation to homes in the O’Hare Commission Area that are affected by O’Hare-related aircraft noise, and that are eligible for sound

insulation pursuant to FAA guidelines and regulations and eligibility criteria established by the O'Hare Commission in cooperation with the City, and for which there is available funding.

"*School Sound Insulation Program*" means the program determined by the O'Hare Commission in cooperation with the City to provide sound insulation to schools in the O'Hare Commission Area that are affected by O'Hare-related aircraft noise, and that are eligible for sound insulation pursuant to FAA guidelines and regulations and eligibility criteria established by the O'Hare Commission in cooperation with the City, and for which there is available funding.

"*TRACON*" means Terminal Radar Approach Control facility.

Section 3. Composition and Organization.

A. In order for a person to participate as a Designee, the city, village, public school district, or county represented by such person must have approved and executed a counterpart of this Agreement by February 28, 2021, or pursuant to Section 7.G. of this Agreement, except that the Chicago Ward Members shall be eligible to participate as individual Members of the O'Hare Commission upon approval and execution of this Agreement by the City.

B. The O'Hare Commission shall consist of the (i) chief elected officer or other Alternate of each of the municipalities and counties in the O'Hare Commission Area, except that the Commissioner of Aviation, or his or her Alternate, shall represent the City in an *ex officio* capacity; (ii) the superintendent, or chief executive, or other Alternate of each public school district serving any portion of the O'Hare Commission Area; and (iii) Chicago Ward Designees, who shall be appointed by the Mayor of the City of Chicago. An individual may serve as a Designee or an Alternate for only one Member, except that Chicago Ward Designees shall not have an Alternate.

C. The O'Hare Commission Area includes municipalities, counties, Chicago wards, and public school districts with an interest in O'Hare-related noise issues, and a principal purpose of this Agreement is to provide a forum for those municipalities, counties, Chicago wards, and public school districts to work together with the City on a cooperative basis in addressing these issues.

D. The Archdiocese of Chicago, the Diocese of Joliet, and other non-governmental elementary and secondary schools located in the O'Hare Commission Area may serve as special Advisory Members of the O'Hare Commission. Advisory Members may participate fully in the deliberations of the O'Hare Commission, but shall have no voting powers and shall not be parties to this Agreement.

E. The O'Hare Commission's Executive Committee shall be comprised of a Chair, Vice Chair, Executive Director, and any other officers that it deems necessary. The O'Hare Commission shall elect annually from its Designees or Alternates a Chair and a Vice Chair and any other officers that it deems necessary. The O'Hare Commission shall appoint, retain, and employ an Executive Director and such other staff, professional advisors, and consultants as may

be needed to carry out its powers and duties. The appointment of the Executive Director must be approved by a simple majority of the Members of the O'Hare Commission.

F. Unless otherwise specified in the bylaws, a majority of the Members of the O'Hare Commission in good standing shall constitute a quorum for the transaction of business. Except as provided for in Section 7.H., a concurrence of a simple majority of the quorum shall be necessary for the approval of any action by the O'Hare Commission. The O'Hare Commission shall establish a schedule of regular meetings in accordance with its bylaws ("Regular Meetings"), and special meetings may be called by the City or any five Members of the O'Hare Commission upon at least seven days' written notice to the City, each Member, and each Advisory Member.

Section 4. O'Hare Commission Powers and Duties.

A. The O'Hare Commission shall have the following duties and powers:

(1) The O'Hare Commission shall determine certain Noise Compatibility Programs and Noise Compatibility Projects to be implemented in the O'Hare Commission Area in cooperation with the City as set forth in Appendix A, and shall establish criteria for participation in such Noise Compatibility Programs and for determining the priorities for providing such Noise Compatibility Projects.

(2) The O'Hare Commission may make recommendations to the City regarding noise reduction programs at O'Hare including, but not limited to, the use of new technologies and flight patterns, preferential runway usage, the implementation of sound insulation programs, the use of ground run-up enclosures, and the implementation of FAA standard noise abatement, take-off, and high altitude approach procedures. No such recommendations shall be submitted to the FAA or implemented by the City without the prior approval of the O'Hare Commission. The O'Hare Commission also shall cooperate with the City in seeking agreements with the airlines using O'Hare and the FAA, as appropriate, with respect to aircraft noise mitigation and related matters.

(3) The O'Hare Commission may advise the City concerning any Part 150 Plan concerning O'Hare. The City shall not submit any such plan or any subsequent revision proposed by the City to the FAA without allowing the O'Hare Commission 60 days to review it and submit written recommendations to the City for consideration.

(4) The O'Hare Commission may request and, except as set forth below, the City shall provide full access to all publicly available documents relating to: (i) any O'Hare noise monitoring, (ii) any O'Hare-related Noise Compatibility Project proposed or undertaken in whole or in part by the City, and (iii) any recommendations or submissions to the FAA by the City related to airport noise mitigation related to O'Hare. Such requests may not impose an undue burden upon the City or interfere with its operations. In such circumstances, the City shall extend to the O'Hare Commission an opportunity to confer with it in an attempt to reduce the request to manageable proportions.

(5) Neither the O'Hare Commission, nor any of its Members, representatives, agents, employees, consultants, or professional advisors shall use, or assist other persons in using FAA

flight data for O'Hare and/or Chicago Midway International Airport ("Data") in legal actions to enforce noise abatement policy or regulations without prior approval of the FAA, and shall not release such Data without notice to and consultation with the FAA. The O'Hare Commission and its Members, representatives, agents, employees, consultants, or professional advisors shall not release the Data for use by law enforcement agencies or for use in any civil litigation except as otherwise required by law. If the O'Hare Commission or any of its Members, representatives, agents, employees, consultants, or professional advisors are required by law to release such Data, they shall notify the FAA before doing so. This notification must be provided promptly after the O'Hare Commission or any of its Members, representatives, agents, employees, consultants, or professional advisors receives a request or requirement to release the Data, and prior to the release of the Data. The O'Hare Commission and its Members, representatives, agents, employees, consultants, or professional advisors shall not release Data if advised by the FAA that the Data contains any information deemed sensitive at the sole discretion of the FAA, unless required by law to release such Data.

(6) The O'Hare Commission shall adopt an annual expense budget for each fiscal year, which shall be consistent with the City of Chicago fiscal year. The O'Hare Commission's expense budget shall be adopted at least 30 days prior to the commencement of each such fiscal year. The O'Hare Commission's expense budget shall be funded by the City and any grants received pursuant to Section F of Appendix A of this Agreement, following the evaluation and approval by the City of the proposed budget request.

(7) The O'Hare Commission shall have the power to sue and be sued and to take any other action necessary to perform its powers under this Agreement. No funds received by the O'Hare Commission from the City shall be used for legal services or other costs in connection with any action by the O'Hare Commission against the City, its officers or employees, or any airline using O'Hare, except for enforcement of the provisions of this Agreement. The City will indemnify, defend, and hold harmless Members from any and all claims, costs, expenses, including attorney's fees, damages, judgments and court costs arising out of the Member's participation in the O'Hare Commission. Members shall promptly provide to the City copies of any notices Members may receive of any claims, actions, fines, proceedings or suits as may be given or filed in connection with the Member's participation in the O'Hare Commission.

(8) The O'Hare Commission shall undertake any procurement activities in accordance with this Agreement and pursuant to applicable law.

(9) The O'Hare Commission shall adopt bylaws for the conduct of its meetings consistent with the powers enumerated herein.

B. A record of proceedings and documents of the O'Hare Commission shall be maintained, which shall be available for inspection by the City, each Member, each Advisory Member, and the public as permitted by law. The accounts of the O'Hare Commission shall be subject to an annual audit by a qualified independent public accountant.

C. The powers and duties of the O'Hare Commission shall be limited to those expressly set forth in this Section and in Appendix A of this Agreement.

Section 5. Term of Agreement.

A. This Agreement shall be effective January 1, 2021, and shall terminate on December 31, 2025, unless otherwise terminated with the written consent of the City and two-thirds of the Members. The term of this Agreement may be extended upon the approval of the City and any Member which wishes to extend the term of the Agreement. If any Member defaults in any material respect in the performance of any of its duties or obligations under this Agreement, and such default continues for 30 days after the O'Hare Commission notifies the Member, the O'Hare Commission may terminate the defaulting Member's participation as a party to this Agreement. A material default by a Member shall include, but is not limited to, failure to comply with Section 6.

B. Any Member may withdraw as a Member of the O'Hare Commission at any time by providing 60 days advance written notice of its intent to withdraw to the City and the O'Hare Commission. Each such written notice shall be accompanied by a certified copy of a resolution or other official action of such Member's legislative body authorizing such withdrawal. Following its withdrawal from the O'Hare Commission, the Member shall cease to exercise any of its rights under this Agreement and to be responsible for any subsequent obligation incurred by the O'Hare Commission.

C. The City may terminate this Agreement at any time after January 1, 2021, upon 180 days prior written notice to each Member and each Advisory Member. Following the City's termination of this Agreement, the rights and obligations of each party to this Agreement shall terminate.

Section 6. Attendance Policy

A. Members' Designees or Alternates shall attend the majority of Regular Meetings in a calendar year. If a Members' Designee or Alternate misses three consecutive or the majority of Regular Meetings in a single calendar year, the Member will receive written notification from the Executive Director that it will be temporarily suspended from the O'Hare Commission for a period of one year, which shall begin on the date of the written notification.

B. Temporary suspension will involve the loss of membership and voting privileges for that one-year period from the date of the suspension. During the temporary suspension, suspended Members may attend meetings and participate in discussions as members of the public, but will not count as part of the voting quorum and will not be eligible to vote.

C. At any time during its one-year temporary suspension, a Member may appeal its temporary suspension by submitting a written request to the Executive Director due to a change in circumstances. Reinstatement of the Member shall be governed by the bylaws.

D. No later than 30 days following the end of the temporary suspension period, a Member may submit a written request to the Executive Director to be reinstated. Reinstatement of the Member shall be governed by the bylaws. If the Executive Director does not receive the

reinstatement request within 30 days after the end of the suspension period, then this Agreement shall be terminated between the City and the Member.

Section 7. Miscellaneous.

A. All notices hereunder shall be in writing and shall be given as follows:

If to the City, to:

Commissioner of Aviation
Chicago Department of Aviation
10510 W. Zemke Road
Chicago, IL 60666

If to a Member, to the address set forth on the signature page of the counterpart of this Agreement executed by such Member, and, in the case of Chicago Ward Members, to such addresses and telephone numbers as they may provide to the O'Hare Commission. Members may provide an e-mail address for purposes of receiving notices.

All notices shall be effective upon receipt by U.S. mail or e-mail. Any Member may change the address or addresses for notices to be sent to it by giving notice to the O'Hare Commission.

B. No Member may assign its rights or obligations under this Agreement without the prior written consent of the City and the other Members.

C. The City shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or the implementation of a Noise Compatibility Program or a Noise Compatibility Project by a Member or other municipality or county. A Member shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or the implementation of a Noise Compatibility Program or a Noise Compatibility Project by the City, another Member, or another municipality or county. The City's financial obligations under this Agreement are limited to legally available airport revenues. Neither the City nor any Member shall be liable for any expenditures, indebtedness, or other financial obligations incurred by the O'Hare Commission unless the City or such Member has affirmatively agreed to incur such expenditure, indebtedness, or financial obligation. No Advisory Member shall be subject to any liabilities or obligations under this Agreement.

D. This Agreement and the bylaws authorized in Section 4.A.(9) constitutes the entire agreement of the parties with regard to the subject matter hereof. This Agreement shall not confer upon any person or entity other than the parties hereto any rights or remedies. Appendix A and Appendix B are incorporated herein and made a part of this Agreement.

E. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each

party. Each counterpart may vary in order to identify the Member, its address for notices, and its execution by an authorized officer. The execution of counterparts of this Agreement by a municipality, public school district, or county located in the O'Hare Commission Area prior to February 28, 2021, shall not require the consent of the O'Hare Commission, the City, or any Member.

F. This Agreement shall be governed and construed in accordance with Illinois law.

G. Any municipality, public school district, or county located in the O'Hare Commission Area that does not become a Member prior to February 28, 2021, may thereafter become a Member upon: (i) the approval of the City and a majority of the O'Hare Commission as set forth in Section 3.E. of this Agreement; and (ii) execution of a counterpart of this Agreement.

H. The approval of the City and two-thirds of the Members shall be required to amend this Agreement. Notice of any proposed amendment shall be transmitted to each Member and each Advisory Member at least ten days prior to the meeting of the O'Hare Commission at which any proposed amendment is to be first considered. Any amendment shall be effective on all parties hereto when counterparts are executed by the City and two-thirds of the Members.

Executed as of this _____ day of _____, 2020.

CITY OF CHICAGO

By:

Commissioner
Chicago Department of Aviation

VILLAGE OF BARTLET

By:

Village President, Kevin Wallace

Address: 228 S. Main St.
Bartlett, Il 60103

APPENDIX A

Implementation of Noise Compatibility Programs and Projects

In connection with the development and implementation of Noise Compatibility Programs and Noise Compatibility Projects in the O'Hare Commission Area, the City and the O'Hare Commission shall have the following duties and responsibilities:

A. The Members of the O'Hare Commission shall direct the further development of the Noise Compatibility Programs for the O'Hare Commission Area. The Members of the O'Hare Commission shall establish criteria for the equitable allocation of Noise Compatibility Projects and approved airport revenues (including but not limited to FAA Airport Improvement Program ("AIP") grants, Passenger Facility Charge ("PFC") funds, and General Airport Revenue Bonds, and/or bonds backed by such funding sources) within the O'Hare Commission Area and the priorities for providing Noise Compatibility Projects, subject in each case to approval by the FAA and in compliance with all applicable FAA regulations and grant assurances, as well as other applicable law, and subject to available funding.

B. The City shall retain all necessary powers to satisfy the assurances made to the FAA in connection with the expenditure of airport revenues, including eligibility for sound insulation and/or sound insulation funding that is paid by airport revenues. The City shall enter into all agreements and assurances and shall take all other actions that may be necessary to provide for the utilization of airport revenues on the basis set forth in this Appendix A. Each Member and municipality and county that receives Noise Compatibility Projects shall enter into all agreements and assurances, including agreements with and assurances to the City, shall execute any necessary certificates, records, and other documents, and shall take all other actions that may be necessary to obtain and maintain FAA approval for the use of the airport revenues as contemplated in this Appendix A. Neither the O'Hare Commission nor any Member shall take or omit to take any action if such action or omission violates restrictions on the use of airport revenues. The City shall not be obligated in any year to pay or utilize any amounts in excess of available airport revenues to carry out the purposes of this Appendix A.

C. The determination of eligibility to participate in a Noise Compatibility Program or receive a Noise Compatibility Project is not to be construed as an admission or determination of negative impact by aircraft noise or of liability for damages or any other injury relating to aircraft noise on the part of the City or the O'Hare Commission.

D. In the event they are determined to be eligible for participation in a Noise Compatibility Program, property owners in the O'Hare Commission Area shall not be required to pay any portion of the cost of any Noise Compatibility Project. Upon approval by the City and with the consent of the property owner, at its option the City may acquire homes that are subject to very high levels of aircraft noise.

E. Noise Compatibility Projects outside the City may be implemented through Members and other municipalities and counties located in the O'Hare Commission Area. A municipality and county may request that the City undertake a Noise Compatibility Project within

its corporate boundaries. Noise Compatibility Projects within the boundaries of the City shall be implemented by the City. The City may enter into agreements in connection with the planning and implementation of proposed Noise Compatibility Projects in the O'Hare Commission Area. The City shall provide administrative support and professional and technical assistance to the O'Hare Commission, each Member, and all other municipalities and counties located in the O'Hare Commission Area in connection with the operations of the O'Hare Commission and the planning and implementation of Noise Compatibility Projects. All procurement activities related to Noise Compatibility Projects shall be undertaken in accordance with applicable law.

F. The O'Hare Commission may receive grants from any source to be used for the purpose of discharging its duties and obligations in accordance with the provisions of this Appendix A, and also may make grants for such purposes. The O'Hare Commission may expend any such grants for purposes consistent with this Appendix A. The City and the O'Hare Commission shall each use its best efforts (including serving as the sponsor or applicant for federal grants) to obtain the maximum amount of federal funds in connection with any Noise Compatibility Projects, so as to maximize the availability and impact of the City's financial contribution to Noise Compatibility Projects in the O'Hare Commission Area.

G. The City shall install, operate, and maintain a permanent noise monitoring system ("System") at and around O'Hare. The purposes of the System include validation of the FAA-approved noise contour for O'Hare, assisting in determining the eligibility and priority of proposed Noise Compatibility Projects for schools, enhancing public understanding of aircraft noise issues, and monitoring trends in aircraft noise.

(1) The City may retain a third party vendor ("System Operator") selected by the City with the input of the O'Hare Commission to operate and maintain the System pursuant to an agreement between the City and the System Operator.

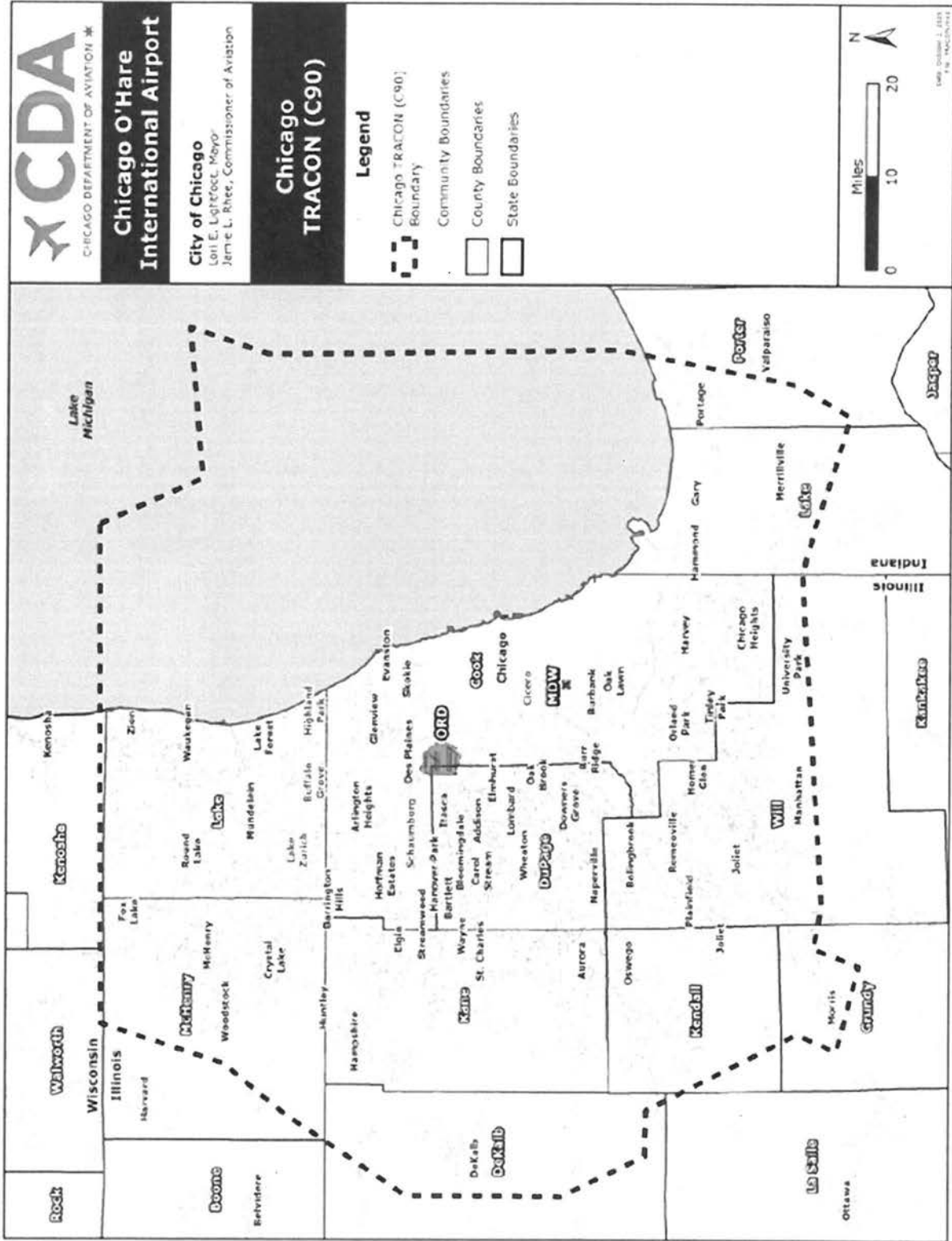
(2) At the request of the O'Hare Commission, the City may also retain and pay the cost of another third party vendor ("System Expert") to provide independent management oversight of the System. The System Expert shall be mutually selected by the City and the O'Hare Commission. The System Expert will be responsible for independently verifying data and system operation through the review of all inputs and operational aspects of the System. All reports prepared by the System Expert shall be provided directly to the City and the O'Hare Commission. The activities and duties of the System Expert shall be consistent in all respects with the applicable requirements of the FAA. If the O'Hare Commission requests the City to retain and pay for such a System Expert, the amount that the City is obligated to pay the System Expert shall not exceed \$200,000 per year, adjusted annually for inflation.

(3) The System shall include a minimum of 36 monitoring sites in the O'Hare Commission Area, plus such number of additional permanent monitoring sites as may be agreed upon by the City and the O'Hare Commission.

(4) The data collected by the System shall be made available by the City to the O'Hare Commission and any Member that requests such data. The City shall provide reports to the O'Hare Commission and any Member based on the data collected by the System.

(5) Neither the O'Hare Commission, nor any of its Members, representatives, agents, employees, consultants, or professional advisors shall use, or assist other persons in using, information generated by the System in violation of Section 4.A.(5) of this Agreement.

APPENDIX B





Agenda Item Executive Summary

Item Name Comcast Franchise Renewal Committee or Board Board

BUDGET IMPACT

<i>Amount:</i>	N/A	<i>Budgeted</i>	N/A
<i>List what fund</i>	N/A		

EXECUTIVE SUMMARY

Attached is a proposed 5-year extension of the current Comcast Franchise Agreement. The agreement continues to uphold customer service standards and the village's right-of-way ordinance. The agreement was negotiated by the Metro Mayors Caucus in conjunction with the DuPage Mayors and Managers Conference as well as the Northwest Municipal Conference. This is an extension of an agreement originally passed in 2011 and extended in 2016.

ATTACHMENTS (PLEASE LIST)

Staff memo dated January 27, 2021
Resolution
Agreement

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2021- ____ A resolution approving the cable television franchise agreement between the Village of Bartlett and Comcast of Illinois XI, LLC.

Staff: Samuel Hughes
Sr. Management Analyst

Date: 01/27/2021

Memorandum

To: Paula Schumacher, Village Administrator
From: Samuel Hughes, Sr. Management Analyst
Date: January 27, 2021
Re: Comcast Franchise Renewal

The proposed agreement is an extension of the previous agreement and has no changes. The proposed extension would be five years and take the agreement to March, 2026. The agreement was originally negotiated with the Metro Mayors Caucus in conjunction with the DuPage Mayors and Managers Conference as well as the Northwest Municipal Conference.

The agreement continues to uphold the State Cable and Video Customer Protection Law of 2007, which supersedes the standards of previous local franchise agreements. If there is a suspected customer service issue or violation, staff contacts Comcast on the resident's behalf. These issues are typically resolved within 24-48 hours. Second, Comcast will continue to adhere to the same construction and restoration standards in the village's right-of-way ordinance.

Comcast will continue to provide service to every residential area in Bartlett, including annexed properties and new subdivisions, provided that there is at least a minimum density of 30 dwellings per mile and the area is within one mile of an existing cable infrastructure connection point. After an area is made "cable ready," Comcast is required to install service to households within seven days of a request, provided that they are within 125 feet of a cable connection point. Comcast will also continue to provide free basic cable service to the public taxing bodies receiving cable through the village's current franchise agreement.

Attached for your review is a resolution approving the proposed non-exclusive franchise agreement.

Motion

I move to approve Resolution 2021- ____ A resolution approving the cable television franchise agreement between the Village of Bartlett and Comcast of Illinois XI, LLC.

RESOLUTION 2021 - _____

**A RESOLUTION APPROVING OF THE CABLE TELEVISION
FRANCHISE AGREEMENT BETWEEN THE VILLAGE OF
BARTLETT AND COMCAST OF ILLINOIS XI, LLC**

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 Cable Television Franchise Agreement dated on this day, February 16, 2021 between the Village of Bartlett and Comcast of Illinois XI, LLC (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 is hereby authorized and directed to sign the Agreement on behalf of the Village of Bartlett.

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

SECTION FOUR: REPEAL OF PRIOR 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 Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: February 16, 2021

APPROVED: February 16, 2021

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 2021 - ____ enacted on February 16, 2021, and approved on February 16, 2021, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**CABLE TELEVISION FRANCHISE AGREEMENT BY AND
BETWEEN THE VILLAGE OF BARTLETT AND
COMCAST OF ILLINOIS XI, LLC**

The undersigned parties agree to extend the term of that certain Cable Television Franchise Agreement by and between the Village of Bartlett, Illinois and Comcast of Illinois XI, LLC for another five (5) years from its present expiration date to the new expiration date of and including March 1, 2026. The parties agree that each and all of the remaining terms, obligations, and conditions of such Cable Television Franchise Agreement shall remain intact and in effect in all respects, to the extent consistent with applicable federal and state law and regulation.

Dated February 16, 2021.

COMCAST OF ILLINOIS XI, LLC,

VILLAGE OF BARTLETT,

By: _____

By: _____

Print Name: _____
Its Authorized Officer I

Kevin Wallace, Village President

ATTEST:

By: _____

Lorna Giles, Village Clerk

CABLE TELEVISION FRANCHISE AGREEMENT

BY AND BETWEEN

The VILLAGE OF BARTLETT

And

COMCAST OF ILLINOIS XI, LLC

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Village of Bartlett, Illinois (hereinafter, the "Village" or "Grantor") and Comcast of Illinois XI, LLC, (hereinafter, "Grantee") this 1st day of March, 2011 (the "Effective Date").

The Village, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of the Cable Act, the Illinois Constitution of 1970, including the Village's home rule powers, and the Illinois Municipal Code, as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Operator" means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

"Cable System" or "System," has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and

associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the Village as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois XI, LLC.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the Village’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment

income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001)*, and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

"Public, Educational and Government (PEG) Access Channel" shall mean a video Channel designated for non-commercial use by the public, educational institutions, such as public or private schools, but not "home schools," community colleges, and universities, as well as the Village.

"Public Way, Educational and Governmental (PEG) Access Programming" shall mean non-commercial programming produced by any Village resident or organizations, schools and government entities and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

"Public Way" shall mean, pursuant and in addition to the Village's Construction of Utility Facilities in the Right of Way Ordinance (Title 7, Chapter 6 of the Bartlett Municipal Code) (hereinafter "Right of Way Ordinance"), the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the Village in the Franchise Area, to the extent that the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village. Public Way shall not include any real or personal Village property that is not specifically described in this definition and shall not include Village buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

"Standard Installation" means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

"Subscriber" means any Person who or which elects to subscribe to, for any purpose, Cable Services provided by the Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully activated to receive Cable Services from the Grantee's Cable System.

“Village” or “Grantor” means the Village of Bartlett, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Video Programming” or “Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, “the Illinois Constitution,” and Resolution No. 2011-___, the Village hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be five (5) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee’s Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers and Home Rule Authority. Nothing in this Franchise Agreement shall be construed as an abrogation by the Village of any of its police powers and/or home rule authority to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to such police power and/or home rule authority.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the Village grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of the Village's Right of Way Ordinance (as defined above), as may be amended from time to time. The Village and Grantee agree that the provisions of Sections 13-17, 19 and 20 of the Village's Right of Way Ordinance shall apply to all property within the Franchise Area; provided that the minimum depth of burial for service drop installations on private property shall be six (6) inches.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aurally or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Improvements of Public Way. The Grantee agrees that it shall, upon reasonable notice by the Village and at the Grantee's own expense, protect, support, temporarily disconnect, relocate in the same street or other public place, or remove from such street or other public place any network, system, facilities, or equipment when required to do so by the Village because of public health, safety and welfare improvements as deemed necessary by the Village. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project in the event such funds are made available to other users of the Public Way.

3.4. Undergrounding and Beautification Projects.

3.4.1. In the event the Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the Village shall not be considered to be public or private funds.

3.5. Grantee's Estimate of Cost. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and within one (1) mile of the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the Village in conducting inspections related to these standards upon reasonable prior written request from the Village based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the Village shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the Village shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the Village's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. Service to School Buildings. The Village and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary basic Cable Service and a free standard installation at one outlet to State accredited K-12 public and private schools not including "home schools," located in the Franchise Area within one hundred twenty five (125) feet of Grantee's distribution cable.

4.6.2. Service to Governmental Facilities. The Village and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary basic Cable Service and a free standard installation at one outlet to municipal buildings located in the Franchise Area within one hundred twenty five (125) feet of Grantee's distribution cable. "Municipal buildings" are those buildings owned or leased by the Village or other units of local government, for government administrative purposes, and shall not include buildings owned by the Village but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.3. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. Should the Village become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the Village to the Village on an annual basis. The Village agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such system, except to the extent attributable to the negligence of Grantee, its employees and/or agents.

4.8. Customer Service Obligations. The Village and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions are included in Title 13, Chapter 1 of the Bartlett Municipal Code. Enforcement of such requirements and

standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

SECTION 5: Oversight and Regulation by Village

5.1. **Franchise Fees.** The Grantee shall pay to the Village a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by Chase Bank U.S.A or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. **Increase in Franchise Fee.** The Parties acknowledge that, at present, the Cable Act limits the Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the Village to increase the Franchise Fee above five percent (5%), the Village shall hold a public hearing and determine if the Village should collect the additional amount. Following the determination, the Village shall notify the Grantee of its intent to collect the increased Franchise Fee and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the Village) to effectuate any changes necessary to begin the collection of such increased Franchise Fee, or notify the Grantee of the Village's intent to not collect the increased fee. In the event that the Village increases said Franchise Fee, the Grantee shall notify its Subscribers of the Village's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. **Decrease in Franchise Fee.** In the event a change in state or federal law requires the Village to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the Village pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the Village approves the amendment by ordinance; and (c) the Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. **Taxes Not Included.** The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including

any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The Village and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests for Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information unless such disclosure is required by law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the Village has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the Village from and against any claims arising from the Village's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the Village with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the Village, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the Village containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the Village shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Village has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the Village may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the Village's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the Village certificates of insurance in accordance with Title 7, Chapter 6 of the Bartlett Municipal Code.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Village, its officers, officials, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising in the course of the Grantee constructing, operating, maintaining, repairing, altering, and/or replacing its Cable System within the Village. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. The Village shall give the Grantee timely written notice of its obligation to indemnify and defend the Village after the Village's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Village. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the Village.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from the willful misconduct and/or negligence of the Village, its officers, officials, employees and/or agents.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Public, Educational and Governmental (PEG) Access

8.1. PEG Capacity. The Grantee shall provide capacity for the Village's noncommercial Public, Educational and Governmental Access ("PEG") Programming through two (2) Channels (the "Channels") on the Grantee's Cable System. Unless otherwise agreed to by the Village and the Grantee to the extent required by applicable law, the Channel may be carried on the Grantee's basic digital service tier. The Village's PEG Access Programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. The Grantee does not relinquish its ownership of or ultimate right of control over Channels by designating them for PEG use. However, the PEG Channels are, and shall be, operated by the Village, and the Village may at any time allocate or reallocate the usage of the PEG Channel among and between different non-commercial uses and Users. The Village shall be responsible for the editorial control of the Video Programming on the PEG Channels except to the extent permitted in 47 U.S.C. §531(e).

8.3. Origination Point. At such time that the Village determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG Access Programming originated from Schools and/or Village facilities (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the Village determines that it wants to change or upgrade a location from which PEG Access Programming is originated; the Village will give the Grantee written notice detailing the point of origination and the capability sought by the Village. The Grantee agrees to submit a cost estimate to implement the Village's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure, the Grantee will implement any necessary system changes within a reasonable period of time.

8.4. PEG Signal Quality. Provided PEG signal feeds are delivered by the Village to the designated signal input point without material degradation, the PEG Channels delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.5. PEG Capital Support. At its sole discretion, the Village may designate PEG access capital projects to be funded by the Village. The Village shall send written notice of the Village's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month charge to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment and the Grantee shall have the opportunity to review and make recommendations upon the Village's plan prior to agreeing to collect and pay to the Village the requested amount. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the Village shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the Village to make large capital expenditures, if necessary, as long as

the Village spends the entire amount collected by the end of the term of this Agreement. Moreover, if the Village chooses to borrow from itself or financial institution revenue for large PEG capital purchases or capital expenditures, the Village shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the Village's written request.

8.5.1. For any payments owed by Grantee in accordance with this Section 8.3 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by Chase Bank U.S.A. or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.5.2. Grantee and Village agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village's written notice: (A) to respond to the Village, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Village has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the

Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The Village shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Village shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the Village shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the Village shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the Village's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the Village's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by the Village as Title 13, Chapter 1 of the Bartlett Municipal Code; and, pursuant to Section 3.1 of this Franchise Agreement and Title 7 Chapter 6 of the Bartlett Municipal Code, to enforce the Grantee's compliance with the Village's requirements regarding "Construction of Utility Facilities in the Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Village:

Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103
ATTN: Village Administrator

To the Grantee:

Comcast
155 Industrial Drive
Elmhurst, Illinois 60126
ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The Village may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any

other aspect of this Agreement shall be brought in the Circuit Court of Cook County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate ordinance or resolution by the Village, as required by applicable law.

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

10.9. No Waiver of Immunities and/or Privileges. 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 Village or any of its officials, officers, employees volunteers and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

10.10. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.11. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.12. Authority to Sign Agreement. Grantee warrants to the Village that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the Village that he or she is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the Village of Bartlett:

By: _____

Name: Michael E. Kelly

Title: Village President

Date: March 1, 2011

For Comcast of Illinois XI, LLC:

By: _____

Name: _____

Title: _____

Date: _____



Agenda Item Executive Summary

Item Name 2021 MFT Project Committee or Board Board

BUDGET IMPACT

Amount:	\$ 3,250,000.00	Budgeted	\$ 3,250,000.00
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List what fund	MFT Funds
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EXECUTIVE SUMMARY

Enclosed is an MFT Resolution for consideration by the Village Board to direct funds for use in the 2021/2022 Street Resurfacing, Material Testing, Crack Sealing, Pavement Surface Treatment, Schick Bridge Rehab. Design, Municipal Lot Maintenance, Street Light Maintenance, Street Sweeping, Sidewalk Repairs, Salt Purchase and Pavement Marking. The attached resolution is being submitted in the amount of \$3,250,000.00. Any unused funds will be credited back to the MFT account for use in other projects.

ATTACHMENTS (PLEASE LIST)

Memo, IDOT Resolution

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I MOVE TO APPROVE RESOLUTION 2021_____, A RESOLUTION AUTHORIZING THE USE OF MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$3,250,000.00 FOR THE FY2021/2022 MFT PROGRAM, TO PAY FOR THE COST OF CONSTRUCTION FOR STREET RESURFACING, MATERIAL TESTING, CRACK SEALING, PAVEMENT SURFACE TREATMENT, SCHICK BRIDGE REHAB. DESIGN, MUNICIPAL LOT MAINTENANCE, STREET LIGHT MAINTENANCE, STREET SWEEPING, SIDEWALK REPAIRS, SALT PURCHASE, PAVEMENT MARKING AND:

TO AUTHORIZE THE VILLAGE CLERK TO SIGN SAID MFT RESOLUTION.

Staff: Bob Allen
 Village Engineer

Date: February 16, 2021

MEMORANDUM

To: Paula Schumacher, Village Administrator
From: Bob Allen, Village Engineer *BA*
Subject: Resolution for the annual 2021 MFT Maintenance Projects
Date: February 16, 2021

Enclosed is an MFT Resolution that needs to be adopted by the Village Board in order to use MFT funds for the annual maintenance projects. These projects include street resurfacing, crack sealing program, pavement surface treatment, Schick Bridge Rehab. design, street lighting, sweeping, sidewalk repair, pavement marking, municipal parking lot repairs and salt purchase. The resolution consists of the following items and amounts:

• Annual Street Resurfacing and Material Testing	\$ 2,520,000.00
• Crack Sealing	\$ 75,000.00
• Pavement Surface Treatment	\$ 100,000.00
• Bridge Rehabilitation Design (partial)	\$ 75,000.00
• Municipal Parking Lot Maintenance	\$ 40,000.00
• Street Light Maintenance	\$ 20,000.00
• Street Sweeping	\$ 20,000.00
• Sidewalk Repairs	\$ 125,000.00
• Salt Purchase	\$ 250,000.00
• Pavement Marking	\$ 25,000.00
	\$ 3,250,000.00

The referenced resolution is being submitted in the amount of \$3,250,000.00 and will commit funds to these projects. Funds not used will be credited back to the MFT account for use on other projects.

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

MOTION: I MOVE TO APPROVE RESOLUTION 2021____, A RESOLUTION AUTHORIZING THE USE OF MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$3,250,000.00 FOR THE FY2021/2022 MFT PROGRAM, TO PAY FOR THE COST OF CONSTRUCTION FOR STREET RESURFACING, MATERIAL TESTING, CRACK SEALING, PAVEMENT SURFACE TREATMENT, SCHICK BRIDGE REHAB. DESIGN, MUNICIPAL LOT MAINTENANCE, STREET LIGHT MAINTENANCE, STREET SWEEPING, SIDEWALK REPAIRS, SALT PURCHASE, PAVEMENT MARKING AND:

TO AUTHORIZE THE VILLAGE CLERK TO SIGN SAID MFT RESOLUTION.



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
2021-	Original	21-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Bartlett Illinois that there is hereby appropriated the sum of Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/21 to 12/31/21.

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

BE IT FURTHER RESOLVED, that Village of Bartlett shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Village Clerk in and for said Village of Bartlett in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Bartlett at a meeting held on 02/16/21.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 16th day of February, 2021.

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date

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Agenda Item Executive Summary

Item Name: Southwind Business Park, PICA Approval
Committee or Board: Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Attached is the Resolution for the Public Improvements Completion Agreement (PICA) between the Village of Bartlett and Southwind, LLC, West Bartlett, LLC, Reliable Materials Corp. and Abbott Land & Investment Corp. for the Southwind Business Park.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement (PICA)

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: A RESOLUTION APPROVING THE AMENDED AND RESTATED PUBLIC IMPROVEMENTS COMPLETION AGREEMENT FOR THE SOUTHWIND BUSINESS PARK

Staff: Bob Allen, Village Engineer

Date: February 16, 2021

MEMORANDUM

To: Paula Schumacher, Village Administrator
From: Bob Allen, Village Engineer *BA*
Subject: Southwind Business Park, Approval of PICA
Date: February 16, 2021

Attached is the Resolution for the Public Improvements Completion Agreement (PICA) between the Village of Bartlett and Southwind, LLC, West Bartlett, LLC, Reliable Materials Corp. and Abbott Land & Investment Corp. for the Southwind Business Park.

The Public Improvements include curb & gutter, roadway surface course, bike path, sidewalk and miscellaneous ROW improvements.

**MOTION: A RESOLUTION APPROVING THE AMENDED AND
RESTATED PUBLIC IMPROVEMENTS COMPLETION AGREEMENT
FOR THE SOUTHWIND BUSINESS PARK**

RESOLUTION 2021 - _____

**A RESOLUTION APPROVING THE AMENDED AND
RESTATED PUBLIC IMPROVEMENTS COMPLETION AGREEMENT
FOR THE SOUTHWIND BUSINESS PARK**

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 Amended and Restated Public Improvements Completion Agreement for the Southwind Business Park dated February 16, 2021, among the Village of Bartlett, Bluff City, LLC, 2250-60 Southwind, LLC, West Bartlett, LLC, Reliable Materials Corporation and Abbott Land & Investment Corporation (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: February 16, 2021

APPROVED: February 16, 2021

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 2021 - _____ enacted on February 15, 2021, and approved on February 16, 2021, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**AMENDED AND RESTATED
PUBLIC IMPROVEMENTS COMPLETION AGREEMENT**

MADE AND ENTERED into as of February 16, 2021, by and among Bluff City, LLC and 2250-60 Southwind, LLC (collectively, the "Owners"), Reliable Materials Corporation (the "Prior Developer"), Abbott Land & Investment Corporation (the "Developer" or the "New Developer"), and the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois ("the Village") hereby amend and restate that certain Public Improvements Completion Agreement dated December 5, 2015.

RECITALS:

a. The Owners are some of the current respective owners of the real estate located in the Village legally described on Exhibit A appended hereto and made part hereof (the "Property") now known as the Southwind Business Park and f/k/a the South Business Park. West Bartlett, LLC owns that portion of the Property commonly known as 2220 Southwind Blvd., Bartlett, Illinois, that is legally described on Exhibit D, which will become Lot 2 on the recording of the Final Plat (hereinafter defined). West Bartlett, LLC is not a party or signatory to this Agreement, but has, or will, sign the said Final Plat as an owner.

b. On or about November 3, 2015, then owner Bluff City, LLC, as owner of the Property, and Reliable Materials Corporation, as the then developer of the Property, entered into a certain Public Improvements Completion Agreement for the development of the Property, then called the "South Business Park" (the "2015 South Business Park PICA"), and Bluff City Materials, Inc. caused to be filed with the Village a Subdivision Performance Bond, Bond No. CMS0287503 dated October 12, 2015 (the "2015 Performance Bond") and Subdivision Labor and Material Bond Number CMS 0287503 dated March 7, 2016 (the "2016 Payment Bond") signed by Bluff City Materials, Inc. as the principal and by RLI Insurance Company as the surety (collectively, the "Original Performance and Payment Bonds") to guaranty the completion and full payment of certain on-site and off-site public improvements to serve the Property, including site grading and erosion control, sanitary sewer system, storm water management, street system, street lights, sidewalks, bicycle paths and landscaping improvements (the "Original South Business Park Public Improvements") to be constructed in accordance with the engineering plans and specifications therefor prepared by Mackie Consultants, LLC dated April 24, 2013, last revised September 29, 2015 [sic], but with actual last revision date and approval date of August 1, 2013 (the "Original Mackie Engineering Plans") to be completed by December 2, 2020 per the terms of the 2015 South Business Park PICA.

c. The Original 2015 South Business Park Public Improvements have not yet been completed and fully paid for by the completion dates set forth in the 2015 South Business Park PICA with a latest completion date of December 1, 2020, which differs from the completion date set forth in the Original 2015 Performance Bond which has a

last completion date of November 1, 2016, and no suit was instituted by the Village within two years from the completion date for the last of the South Business Park Public Improvements as set forth in the 2015 Performance Bond (i.e., November 1, 2018), however it is still within two years from the completion date for the last of the South Business Park Public Improvements in the Original 2015 South Business Park PICA.

d. The owner and the Prior Developer under the 2015 South Business Park PICA, or their respective successor(s) in interest or contractors hired by some or any one of them, completed a substantial portion, but not all of the Original South Business Park Public Improvements as defined in the 2015 South Business Park PICA, and in 2017 the Village approved of a \$951,090 reduction in the principal amount of the Performance & Payment Bonds, and subsequent to said approved reduction, the Owner and Developer have continued to construct and complete the Original South Business Park Public Improvements as defined in the 2015 South Business Park PICA, and have caused its engineer, Mackie Consultants, LLC to prepare updated and/or supplemental engineering plans for the remaining and yet to be constructed and installed public improvements for the Property, some of which will be constructed in the Route 25 and/or West Bartlett Road right-of-way ("ROW") which is under the jurisdiction of the Kane County Department of Transportation ("KDOT") which has its own bonding and security requirements for work that will be performed in its ROW.

e. The New Developer on behalf of and with consent of the Owners, and owner West Bartlett, LLC, applied for approval of a preliminary/final plat of subdivision of the Property for a five (5) lot subdivision thereof to be known as Southwind Business Park Subdivision (the "Subdivision") prepared Mackie Consultants, LLC, dated May 31, 2018, last revised March 9, 2020 (the "Final Plat").

f. On September 15, 2020, the Village President and Board of Trustees of the Village of Bartlett (the "Corporate Authorities") passed Ordinance 2020-93 "An Ordinance Approving a Preliminary/Final Plat of Subdivision for Southwind Business Park ("Ordinance 2020-93") which approved the Final Plat for a five lot subdivision of the Property subject to certain conditions, including but not limited to entering a new or amended Public Improvements Completion Agreement and for the posting of new security in the form of a letter of credit, performance and payment bonds, or cash bond.

g. On September 15, 2020, the Corporate Authorities passed Ordinance 2020-84, "An Ordinance Amending the Bartlett Municipal Code Title 10 Zoning to Define and Regulate Truck Stop Establishments, Approving a Site Plan, Granting Special Use Permits and Granting a Variation for True North" ("Ordinance 2020-84") concerning the development of the portion of the Property as legally described on Exhibit B, which will become Lot 4 in the Southwind Business Park Subdivision upon recording of the Final Plat.

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

i. The Owners and/or New Developer have hired Bluff City Materials, Inc. (the "Contractor") to act as its general contractor to construct and install the Remaining Public Improvements (hereinafter defined).

j. The Village is willing to execute the Final Plat for the Subdivision only upon the condition that the Owners and the New Developer and the Prior Developer execute this Amended and Restated Public Improvements Completion Agreement thereby amending and restating the 2015 South Business Park PICA as set forth herein and thereby jointly and severally agree to cause the Remaining Public Improvements for the Subdivision (hereinafter defined) to be installed and completed in a good and workmanlike manner with materials of good quality in strict accordance with the following described final engineering plans:

- i. Final engineering plans prepared by Mackie Consultants LLC dated April 24, 2013, last revised and approved October 6, 2015;
- ii. Final engineering plans supplement prepared by Mackie Consultants LLC dated January 8, 2021 entitled "Bike Path Grading Exhibit Southwind Business Park Bartlett Illinois" consisting of 1 sheet;
- iii. Final engineering plan prepared by Mackie Consultants LLC dated July 1, 2020 last revised January 4, 2021 entitled "Final Engineering Plans for CH Route 61 (West Bartlett Road) PLTA 2020-0484 Southwind Business Park Access Village of Bartlett, Kane County, Illinois" consisting of 12 sheets (the "Southwind W Bartlett Rd Engineering Plans");
- iv. Final engineering plans prepared by Mackie Consultants LLC dated January 5, 2021 entitled "Route 25 Access Southwind Business Park, Village of Bartlett, Illinois" consisting of 5 sheets (the "Southwind Rt. 25 Access Engineering Plans");
- v. Final engineering plans supplement for sidewalk on north side of Benchmark Lane prepared by Mackie Consultants, LLC dated January 29, 2021 entitled "Sidewalk Grading Exhibit Southwind Business Park Bartlett, Illinois", consisting of 1 sheet;

(hereinafter collectively referred to as the "Plans"), which have been prepared to depict and provide specifications for the remaining unfinished Public Improvements as defined in the 2015 South Business Park PICA and certain additional public improvements, including:

- Benchmark Lane surface course.
- Remaining Benchmark Lane curb and gutter.
- West Bartlett Road bike path (west of Southwind Blvd.).
- Remaining topsoil respreads and seeding along Benchmark Lane.
- Parkway trees.
- Erosion Control.
- Remaining sidewalk along the north and south sides of Benchmark Lane.
- Remaining pavement markings and signage.

- Repair and replacement of miscellaneous public improvement items.
- Roadway, right-in/right-out and approach improvements.

(collectively, the Remaining Public Improvements'). The Village acknowledges that some or all of the roadway, right-in/right-out and approach improvements depicted on both the Southwind W. Bartlett Road Engineering Plans and the Southwind Rt. 25 Access Engineering Plans will be performed in the Kane County ROW subject to a permit issued by KDOT and subject to satisfying KDOT's bonding and security requirements (the "KDOT Bond"). The Plans do not include the public improvements shown on the engineering plans for True North – 2345 West Bartlett Road prepared by RTM Engineering Consultants dated and approved January 22, 2020 (the "True North Engineering Plans"), or improvements reflected in the True North Engineering Plans which will be performed and bonded for by others pursuant to a separate public improvements completion agreement and separate surety bonds.

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

1. The Village agrees to cause the Final Plat of the Subdivision to be executed by its Village President, attested by its Village Clerk, signed by the Chairman of its Plan Commission (provided the Owners and/or the Developer shall secure all other necessary plat approvals and furnish paid tax bills to the Village), and record the same with the Kane County Recorder of Deeds.

2. The Owners and the New Developer jointly and severally promise and agree: (i) to construct the Remaining Public Improvements, or cause them to be constructed, in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and the Subdivision Ordinance and to complete each of the nine categories of construction set forth in paragraph 3 on or before the completion dates therein specified; and (ii) to pay to the Contractor, all prime contractors, subcontractors and material suppliers who furnish labor or material, or both, for the installation and construction of the Public Improvements the full amounts due them for such labor and materials; (iii) to maintain the Public Improvements for the 18 month Maintenance Period after the date certified by the Village Engineer as the date on which the last of the Remaining Public Improvements were completed, in strict accordance with the Plans therefor and the Subdivision Ordinance (the "Completion Date"). The Developer's maintenance obligations shall include, but are not limited to: (a) maintaining the Public Improvements, including the Original South Business Park Public Improvements and the Remaining Public Improvements (sometimes hereinafter collectively referred to as the Public Improvements", (b) repairing any damage to the Public Improvements caused by the Owners, or any of them, or by the Owners and the Developer, or any of them, or any of their respective agents, contractors, servants, employees or its successors and assigns, or any subcontractor hired by such contractor, (c) repairing or replacing any defective workmanship and/or materials in the Public Improvements, (d) making good and protecting the Village against the results of any defective workmanship and/or materials

appearing to have been incorporated in any part of the Public Improvements which shall have appeared or been discovered within the Maintenance Period or any extension thereof, and (e) paying for the cost of all such maintenance and/or repair work. In the event that any of the Public Improvements are damaged, the burden shall be on the Developer and the Owners to show that such damage was not caused by the Owners, the Developer, the Contractor, West Bartlett, LLC, or any of them, or by any of their respective agents, servants, contractors, employees, successors or assigns, or by any subcontractor hired by any of them.

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

- (i) Benchmark Lane surface course shall be completed on or before December 31, 2022.
- (ii) Remaining Benchmark Lane curb and gutter shall be completed on or before December 31, 2021.
- (iii) West Bartlett Road bike path (west of Southwind Blvd.) shall be completed on or before December 31, 2021.
- (iv) Remaining topsoil respreads and seeding along Benchmark Lane shall be completed on or before December 31, 2021.
- (v) Parkway trees shall be completed on or before December 31, 2021.
- (vi) Erosion Control shall be completed on or before December 31, 2021.
- (vii) Remaining sidewalk along the north and south sides of Benchmark Lane shall be completed on or before December 31, 2022.
- (viii) Remaining pavement markings and signage shall be completed on or before December 31, 2022.
- (ix) Repair and replacement of miscellaneous public improvement items shall be completed on or before December 31, 2022.
- (x) Roadway, right-in/right-out and approach improvements shall be completed on or before December 31, 2021.

4. The Owner, Bluff City, LLC, shall furnish and cause to be maintained at all times proper construction security to guaranty the completion of, payment for, and maintenance of the Public Improvements, and as security for the Owners' and Developer's obligations hereunder and under the Subdivision Ordinance in the initial amount of \$161,800.00 (the "Initial Security Amount") being 115% of the engineer's amended estimate of probable cost to complete the Remaining Public Improvements dated September 29, 2015, last revised January 29, 2021, prepared by Mackie Consultants, LLC dated and approved by the Village Engineer (the "Amended EOPC"), a copy of which is appended hereto as Exhibit C. The Initial Security Amount does not include the cost to guaranty performance and payment for the roadway, right-in/right-out, and approach improvements in KDOT ROW, which will be bonded for separately by the Owner/Developer with KDOT. Provided the security posted with KDOT and the completion dates for the work in the KDOT ROWs is approved by the Village Engineer and the Village Attorney, the Initial Security Amount will not need to be increased.

However, in the event the bonds or other security posted by the Owner/Developer with KDOT and the completion dates for said work is not approved of by the Village Engineer and the Village Attorney in their sole discretion, the Owner/Developer shall cause the principal amount of the bonds to be increased to the new increased Security Amount demanded by the Village in the same amount required by KDOT to be posted with the Village in the Initial Security Amount within 30 days of demand therefor from the Village. Such construction security shall be replacement security for the South Business Park Public Improvements to the Original Performance and Payment Bonds issued by surety REI Insurance Company. The new replacement security shall be in the form of (i) a (1) Subdivision Performance Bond (the "New Performance Bond"), and (2) a Subdivision Labor and Material Payment Bond (the "New Payment Bond"), both of which are hereinafter sometimes collectively alternatively referred to as "New Performance and Payment Bonds" or the "Replacement Security", each in form as set forth in the Subdivision Ordinance, except for such deviations and modifications therefrom as approved by the Village Attorney.

5. Prior to commencing any further work on the Property, the Owners shall furnish an Owners' Sworn Statement(s) and the Developer (or the Contractor and all other prime contractor(s) hired by the Owners and/or by any of them to perform the Replacement Public Improvement work), shall each furnish to the Village Contractor's Sworn Statement(s) for all of the Remaining Public Improvements, and upon completion of the Remaining Public Improvements each shall furnish such final waivers of lien from all subcontractors and material suppliers that furnished labor and/or material for or in connection with the South Business Park Public Improvements and the Remaining Public Improvements as shall be necessary to insure the Village against mechanic's lien claims under Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) and against claims for lien under the Public Construction Bond Act (30 ILCS 550/1, *et seq.*) (West 2008) (the "Bond Act") on any of the 2015 Performance Bond, the 2016 Payment Bond and the New Performance and Payment Bonds, and upon completion of the Remaining Public Improvements and acceptance by the Village, shall cause to be posted with the Village to secure their respective and mutual obligations under this Agreement and under the Subdivision Ordinance.

6. Construction and Maintenance Security. Prior to the issuance of a building permit or commencing construction or installation of any of the Remaining Public Improvements and prior to commencing any grading on the Property, the Owner/Developer, or any of them, shall cause to be furnished to the Village the Replacement Security.

A. Surety Bonds.

i. Upon receipt of the New Performance Bond and the New Payment Bond, the Village shall release the Original Performance and Payment Bonds, and said Replacement Security shall be maintained and renewed by the Owner/Developer, and increased if demand for such increase is made pursuant to Section 4 of this Agreement, and shall be held in escrow by the Village until the

posting of the Maintenance Bond and satisfaction of the Owner/Developer's other obligations required for acceptance of the Public Improvements by the Corporate Authorities under this Agreement and the Subdivision Ordinance. After the posting of the Maintenance Bond and subsequent acceptance of the Public Improvements by the Corporate Authorities, the New Performance and Payment Bonds shall be released.

ii. Maintenance Bonds. Prior to the acceptance by the Village of the Public Improvements pursuant to this Agreement and the Subdivision Ordinance, the Owner/Developer shall post a Maintenance Bond in the amount of 15% of actual total cost of the Public Improvements based on contracts on file with the Village Clerk, otherwise 15% of the original penal sum on the Subdivision Performance Bond (the "Maintenance Amount") as security for the performance of the Owner's/Developer's maintenance obligations under this Agreement and the Subdivision Ordinance. The Maintenance Bond shall be held by the Village in escrow until the last to occur of (a) the date that is the end of the 18-month Maintenance Period as determined by the Village Engineer, or (b) the date that is one (1) year after the proper correction of any defect or deficiency in the Public Improvements of which defect or deficiency the Village notifies the Developer within the Maintenance Period pursuant to this Agreement and payment of the cost of correction. If the Village is required to draw, make a claim on and/or to bring suit to collect on the Maintenance Bond by reason of the Owner's and Developer's failure to fulfill its maintenance obligations under this Agreement and/or the New Performance and Payment Bond, or either of them, then the Owner/Developer shall within ten days thereafter cause the Maintenance Bond to be increased to its full original amount.

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

(a) "The Principal and Sureties on this Bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the Principal and the State or any political subdivision thereof will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the Principal or with subcontractors, all just claims due them under the provisions of such

contracts for labor performed or materials furnished in the performance of the contract on account of which this Bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this Bond is given (which in this instance is none), after final settlement between the officers, board, commission or agent of the State or of any political subdivision thereof and the Principal has been made.”;

and

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

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

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

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

Each Surety Bond shall (a) be construed under the laws of Illinois, (b) provide for exclusive jurisdiction in the circuit courts of Illinois and venue in the Circuit Court for the 18th Judicial Circuit of DuPage County, Illinois, and (c) provide that if at any time it will expire within 60 days or any lesser number of days, and if it has not

been renewed, or if it has not been replaced by a suitable Surety Bond from a different surety company meeting the minimum requirements set forth in paragraph 6.A.iii., and if any applicable obligation of the Owner/Developer, or any of them, for which it is security remains uncompleted or unsatisfactory to the Village, then the Village may, without notice and without being required to take any further action of any nature whatsoever, make a demand on the Subdivision Performance Bond and file suit on said Bond, and thereafter either hold all damages awarded or proceeds paid as security for the satisfactory completion of the obligations or employ the proceeds to complete the obligations and reimburse the Village for any and all costs and expenses, including without limitation legal fees and administrative costs incurred by the Village, as the Village shall determine, and thereafter use the remaining proceeds, if any, for the payment of subcontractors and/or material suppliers that have furnished labor and/or materials for the Public Improvements that have timely filed and perfected their respective lien rights under Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) (if applicable) and under the Public Construction Bond Act (30 ILCS 550/*et seq.*) and that have not collected under the Subdivision Payment Bond. The aggregate amount of the Subdivision Performance Bond and Subdivision Labor and Material Payment bond may only be reduced to reflect a reduction in the total amount of the deposit required pursuant to paragraph 4 of this Agreement to 110% of the bid amount to complete the Public Improvements based on executed contracts on file with the Village Clerk. No Surety Bond shall be released until the South Business Park Public Improvements, including the Remaining Public Improvements (sometimes collectively referred to herein simply as the "Public Improvements") is satisfactorily completed and all of the Owners'/Developer's obligations under this Agreement, the Subdivision Ordinance, Ordinance 2020-84, and Ordinance 2020-93 (collectively, the "Village Approvals") have been satisfied, and the corporate authorities of the Village have passed an ordinance accepting the said Public Improvements for the Subdivision. Further, none of the Surety Bonds shall be released unless and until the Owner/Developer has presented to the Village Attorney owner's sworn statements, contractors' sworn statements, and final waivers of lien, as may be appropriate, and any additional documentation that the Village Attorney may reasonably request to demonstrate full payment of the Public Improvements and full payment to all contractors, subcontractors, and material suppliers performing such work or furnishing such materials.

iv. Replenishment of Surety Bonds. If at any time the Village determines that the penal sum on each of the New Performance and Payment Bonds is not, or may not be, sufficient to pay in full the remaining unpaid cost of all Public Improvements, including an amount to cover the cost of the roadway, right-in/right-out and approach improvements, and all unpaid Village fees, or that the funds remaining in the Maintenance Bond are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Public Improvements, then, within ten days after a demand by the Village, the Owner/Developer shall cause the Surety to increase the penal sum of the appropriate Surety Bond(s) to an amount determined by the Village to be sufficient

to cover said deficiency and pay the unpaid costs and fees, or shall deposit said sum with the Village pursuant to an Irrevocable Cash Deposit Agreement in form as set forth in the Subdivision Ordinance, otherwise the Village may make demand upon the Principal and the Surety for the penal sum of the applicable Surety Bond(s) and pursue all remedies available to the Village under the applicable Surety Bond(s) and pursue any deficiency from such Owner/Developer.

v. Replacement Surety Bonds. In the event the surety on the New Performance and Payment Bonds has issued a notice of expiration of the applicable bond as provided in the underlying Surety Bond, and/or in the event (i) the Owner/Developer has not performed all of its obligations under this Agreement, the Subdivision Ordinance and the other Village Approvals as determined by the Village in its sole discretion prior to the date by which the Village must bring suit on the New Performance and Payment Bonds, or either of them to enforce it; and (ii) either (a) the issuer of the New Performance and Payment Bond(s) has not issued an extension or retraction of its notice of expiration more than 30 days prior to its expiration date, or (b) the Owner/Developer has not caused another surety company that meets the minimum requirements set forth in paragraph 4.A.iii. above to issue a replacement surety bond in form as prescribed in the Subdivision Ordinance with such deviations and modifications therefrom that are satisfactory to the Village Attorney within said 30 days prior to its expiration date, the Village may make a demand on the Principal and Surety on the New Performance and Payment Bonds, or either of them, and pursue all of its remedies thereunder. If at any time the Village determines that the Surety is no longer licensed by the Illinois Department of Insurance and authorized to issue and execute sureties in Illinois or its FSR has dropped below an A- on any of the specific rating agencies listed in paragraph 4.A.iii., is insolvent, or is in danger of becoming any of the foregoing, or is otherwise in danger of being unable to honor the appropriate bond obligations at any time during its term, or if the Village otherwise reasonably deems itself to be insecure, then the Village shall have the right to demand that the Owner/Developer provide replacement surety bonds from a surety that meets said requirements and which is satisfactory to the Village. The replacement surety bonds shall be deposited with the Village not later than 30 days after the demand. After deposit of the replacement surety bonds meeting said requirements, the Village shall surrender the original New Performance and Payment Bonds to the Surety that issued them.

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

8. The Owner/Developer shall provide, perform and complete properly, and in the manner specified herein and in the Subdivision Ordinance, all necessary work, labor,

services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information data and other means and items necessary for the construction, installation and completion of the Public Improvements.

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

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

11. The Owners, and each of them, agrees to, and does hereby grant the Village of Bartlett and to the Bartlett Fire Protection District a non-exclusive license to go upon any part of the Property it owns for the purpose of providing police and fire protection and enforcing the Illinois Vehicle Code and the Bartlett Vehicle Code on the streets and other areas of the Subdivision.

12. Intentionally Omitted.

13. Intentionally Omitted.

14. In the event that it becomes necessary, as determined by the Village Administrator, in her sole discretion, to perform any emergency repair work on the Public Improvements in the Subdivision to protect the health, welfare and safety of the Public, Village may perform such repairs, and the Owner/ Developer shall reimburse the Village promptly for the costs so incurred within thirty (30) days of a demand therefor.

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

16. Insurance. The Developer (if it will act as the general contractor), or the Contractor (if the Owners and Developer hire a single general contractor or construction

manager), and each prime contractor (if the Owners and Developer hire more than one contractor to construct and install the Public Improvements), each referred to for purposes of this paragraph as "Contractor", shall obtain and maintain insurance of the types and in not less than the amounts listed as follows:

A. Commercial General and Umbrella Liability Insurance.

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

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

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

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

B. Continuing Completed Operations Liability Insurance.

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

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

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

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

C. Business Auto and Umbrella Liability Insurance.

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

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

D. Workers Compensation Insurance.

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

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

E. General Insurance Provisions.

(i) Evidence of Insurance.

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

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

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

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

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

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

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

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

(ii) Acceptability of Insurers.

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

(iii) Cross-Liability Coverage.

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

(iv) Deductibles and Self-Insured Retentions.

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

(v) Subcontractors.

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

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

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

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

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

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

21. Remedies.

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

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

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

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

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

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

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

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

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

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

25. Miscellaneous.

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

To the Village: Village of Bartlett
228 South Main Street
Bartlett, IL 60103
Attention: Paula Schumacher, Village Administrator

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

To the Owners: Bluff City, LLC
2250 Southwind Blvd.
Bartlett, IL, 60103

2250-60 Southwind, LLC
2250 Southwind Blvd.
Bartlett, IL, 60103

To the Developer: Abbott Land & Investment Corporation
2250 Southwind Blvd.
Bartlett, IL, 60103

B. Severability. If any provision of this Agreement is held invalid by a court of a competent jurisdiction or in the event a court shall determine that the Village does not have the power to perform a disputed provision, the provision shall be deemed to be

excised from this Agreement and invalidity shall not affect any of the other provisions contained herein, and the judgment or decree shall relieve the Village from performance under the invalid provision of this Agreement.

[SIGNATURE PAGE FOLLOWS]

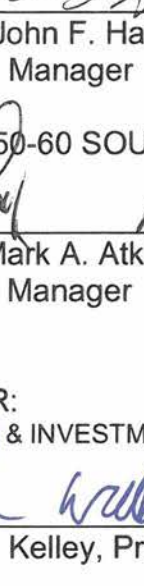
OWNER: BLUFF CITY, LLC

VILLAGE OF BARTLETT

By: 
Name: John F. Harris
Title: Its Manager

By: _____
Village President

Attest:

OWNER: 2250-60 SOUTHWIND, LLC
By: 
Name: Mark A. Atkins
Title: Its Manager

Village Clerk


DEVELOPER:
ABBOTT LAND & INVESTMENT CORPORATION

By: 
Dean W. Kelley, President


Attest:


Donna S. Elischer, Secretary

PRIOR DEVELOPER:
RELIABLE MATERIALS CORPORATION

By: 
President

Attest:


Secretary

SOUTHWIND BUSINESS PARK SUBDIVISION PLAT

NORTH PARCEL:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE INTERSECTION OF BENCHMARK LANE PER DOCUMENT 2013K076343 AND SOUTHWIND BOULEVARD PER DOCUMENT 2008K081774; THENCE ALONG THE NORTH LINE OF SAID BENCHMARK LANE FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE SOUTH 87 DEGREES 47 MINUTES 44 SECONDS WEST, 891.95 FEET; (2) THENCE NORTH 47 DEGREES 33 MINUTES 10 SECONDS WEST, 21.34 FEET TO A POINT ON A NON-TANGENT CURVE; SAID CURVE BEING ALSO THE EAST LINE OF ILLINOIS ROUTE 25 PER DOCUMENT 95K011265; THENCE NORTHERLY ALONG SAID EAST LINE, BEING A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 397,001.85 FEET WITH AN ARC LENGTH OF 300.00 FEET AND A CHORD BEARING OF NORTH 02 DEGREES 55 MINUTES 27 SECONDS WEST TO THE SOUTH LINE OF WEST BARTLETT ROAD PER DOCUMENT 2008K010201; THENCE ALONG SAID SOUTH LINE FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE NORTH 88 DEGREES 44 MINUTES 05 SECONDS EAST, 872.06 FEET; (2) THENCE SOUTH 45 DEGREES 53 MINUTES 13 SECONDS EAST, 67.44 FEET TO THE WEST LINE OF SAID SOUTHWIND BOULEVARD; THENCE SOUTH 00 DEGREE 28 MINUTES 15 SECONDS EAST, ALONG SAID WEST LINE, 252.02 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS. CONTAINING 279,574 SQUARE FEET OR 6.418 ACRES, MORE OR LESS.

SOUTH PARCEL:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE INTERSECTION OF BENCHMARK LANE PER DOCUMENT 2013K076343 AND SOUTHWIND BOULEVARD PER DOCUMENT 2008K081774; THENCE ALONG THE EAST AND NORTH LINES OF SOUTHWIND BOULEVARD PER DOCUMENTS 2000K093202, 2008K028142 AND 2008K081774 FOR THE FOLLOWING SIX (6) COURSES; (1) THENCE SOUTH 00 DEGREE 28 MINUTES 15 SECONDS EAST, 25.53 FEET; (2) THENCE SOUTH 06 DEGREES 40 MINUTES 48 SECONDS EAST, 18.49 FEET; (3) THENCE SOUTH 00 DEGREE 28 MINUTES 15 SECONDS EAST, 472.94 FEET TO A POINT OF CURVATURE; (4) THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 197.00 FEET WITH AN ARC LENGTH OF 309.93 FEET TO A POINT OF TANGENCY; (5) THENCE SOUTH 89 DEGREES 40 MINUTES 10 SECONDS WEST, 664.89 FEET; (6) THENCE NORTH 46 DEGREES 33 MINUTES 41 SECONDS WEST, 21.69 FEET TO A POINT ON A NON-TANGENT CURVE; SAID CURVE BEING ALSO THE EAST LINE OF ILLINOIS ROUTE 25 PER DOCUMENT 2000K068299; THENCE NORTHERLY ALONG THE EAST LINE OF ILLINOIS ROUTE 25 PER DOCUMENTS 2000K068299 AND 95K011265, BEING A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 397,001.85 FEET WITH AN ARC LENGTH OF 655.39 FEET AND A CHORD BEARING OF NORTH 02 DEGREES 50 MINUTES 28 SECONDS WEST TO THE SOUTH LINE OF WEST BENCHMARK LANE PER DOCUMENT 2013K076343; THENCE ALONG SAID SOUTH LINE FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE NORTH 42 DEGREES 27 MINUTES 11 SECONDS EAST, 21.09 FEET; (2) THENCE NORTH 87 DEGREES 47 MINUTES 44 SECONDS EAST, 889.16 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS. CONTAINING 615,189 SQUARE FEET OR 14.123 ACRES, MORE OR LESS.

LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 36; THENCE SOUTH 88 DEGREES 49 MINUTES 56 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 1370.87 FEET, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 36 TO THE CENTER LINE OF ILLINOIS ROUTE 25; THENCE SOUTHERLY ALONG THE CENTERLINE OF ILLINOIS ROUTE 25 ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 396,951.85 FEET, AN ARC LENGTH OF 1163.54 FEET WITH A CHORD BEARING SOUTH 02 DEGREES 52 MINUTES 17 SECONDS EAST; THENCE NORTH 89 DEGREES 40 MINUTES 10 SECONDS EAST, A DISTANCE OF 50.05 FEET TO A POINT 50.00 FEET EAST OF THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE NORTHERLY PARALLEL WITH THE CENTERLINE OF ILLINOIS ROUTE 25 ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 397,001.85 FEET, AN ARC LENGTH OF 799.44 FEET, WITH A CHORD BEARING NORTH 02 DEGREES 50 MINUTES 40 SECONDS WEST TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG THE EASTERLY LINE OF ILLINOIS ROUTE 25 ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 397,001.85 FEET, AN ARC LENGTH OF 300.00 FEET AND A CHORD BEARING NORTH 02 DEGREES 55 MINUTES 27 SECONDS WEST TO THE SOUTH LINE OF WEST BARTLETT ROAD RECORDED FEBRUARY 7, 2008 AS DOCUMENT 2008K010201; THENCE NORTH 88 DEGREES 44 MINUTES 05 SECONDS EAST, A DISTANCE OF 463.33 FEET ALONG SAID SOUTH LINE OF WEST BARTLETT ROAD; THENCE SOUTH 01 DEGREES 23 MINUTES 58 SECONDS EAST, A DISTANCE OF 307.41 FEET TO THE NORTH LINE OF BENCHMARK LANE RECORDED OCTOBER 25, 2013 AS DOCUMENT 2013K076343; THENCE SOUTH 87 DEGREES 47 MINUTES 44 SECONDS WEST, A DISTANCE OF 440.00 FEET ALONG SAID NORTH LINE OF BENCHMARK LANE; THENCE NORTH 47 DEGREES 33 MINUTES 10 SECONDS WEST, A DISTANCE OF 21.34 FEET ALONG THE NORTHERLY LINE OF SAID BENCHMARK LANE TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

This property is located at the southeast corner of W. Bartlett Road and Route 25 in Bartlett, Illinois. The property is part of Permanent Index Number: 06-36-400-043.

EXHIBIT B

ENGINEER'S OPINION OF PROBABLE COST
FOR BOND REDUCTION
SOUTHWIND BUSINESS PARK
BARTLETT, ILLINOIS
Original: September 29, 2015
Revised: January 29, 2021

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL		
					QUANTITY REMAINING	TOTAL REMAINING	
SCHEDULE I - EARTHWORK IMPROVEMENTS							
1	Topsoil Respread (Parkway/Median)	975	CY	\$4.75	\$4,631.25	175	\$831.25
2	Subgrade Preparation	10,610	SY	\$1.25	\$13,262.50	0	\$0.00
3	Backfill Curb and Gutter	4,990	LF	\$1.50	\$7,485.00	0	\$0.00
TOTAL SCHEDULE I - EARTHWORK IMPROVEMENTS					\$25,378.75		\$831.25
SCHEDULE II - EROSION CONTROL							
1	Silt Fence	5,210	LF	\$2.25	\$11,722.50	3,444	\$7,749.00
2	Inlet Filter Baskets	28	EA	\$250.00	\$7,000.00	10	\$2,500.00
3	Sediment Logs	5	EA	\$100.00	\$500.00	5	\$500.00
4	Sedimentation Basins	3	EA	\$2,200.00	\$6,600.00	2	\$4,400.00
5	Temporary Seeding	15.5	AC	\$1,250.00	\$19,375.00	8.0	\$10,000.00
TOTAL SCHEDULE II - EROSION CONTROL					\$45,197.50		\$25,149.50
SCHEDULE III - UNDERGROUND UTILITY IMPROVEMENTS							
A. SANITARY SEWER IMPROVEMENTS							
1	8" Sanitary Sewer, <12' Deep, PVC, SDR 26	2,170	LF	\$26.65	\$57,830.50	0	\$0.00
2	48" Diameter Manhole <12' Deep	13	EA	\$2,055.00	\$26,715.00	0	\$0.00
3	Granular Trench Backfill, <12' Deep	195	LF	\$36.40	\$7,098.00	0	\$0.00
4	Connect to Existing Sanitary Stub	1	EA	\$2,380.00	\$2,380.00	0	\$0.00
5	Adjust Existing Manhole	3	EA	\$795.00	\$2,385.00	0	\$0.00
SUBTOTAL A - SANITARY SEWER IMPROVEMENTS					\$96,408.50		\$0.00
B. WATER MAIN IMPROVEMENTS							
1	12" Ductile Iron Water Main, Class 52	2,050	LF	\$46.97	\$96,288.50	0	\$0.00
2	12" x 12" Pressure Connection with Valve Vault	2	EA	\$5,000.00	\$10,000.00	0	\$0.00
3	Connect to Existing Watermain Stub	1	EA	\$1,200.00	\$1,200.00	0	\$0.00
4	Fire Hydrant, Complete	5	EA	\$3,855.00	\$19,275.00	0	\$0.00
5	12" Valve and 60" Vault	4	EA	\$4,300.00	\$17,200.00	0	\$0.00
6	Granular Trench Backfill	95	LF	\$17.85	\$1,695.75	0	\$0.00
7	Adjust Existing Valve Vault	1	EA	\$795.00	\$795.00	0	\$0.00
8	Relocate Existing Fire Hydrant	1	EA	\$3,000.00	\$3,000.00	0	\$0.00
SUBTOTAL B - WATER MAIN IMPROVEMENTS					\$149,454.25		\$0.00
C. STORM SEWER IMPROVEMENTS							
1	12" Storm Sewer, RCP, Class III	235	LF	\$23.20	\$5,452.00	0	\$0.00
2	15" Storm Sewer, RCP, Class III	415	LF	\$26.50	\$10,997.50	0	\$0.00
3	18" Storm Sewer, RCP, Class III	275	LF	\$29.85	\$8,208.75	0	\$0.00
4	24" Storm Sewer, RCP, Class III	345	LF	\$42.40	\$14,628.00	0	\$0.00
5	30" Storm Sewer, RCP, Class III	600	LF	\$48.45	\$29,070.00	0	\$0.00
6	36" Storm Sewer, RCP, Class III	560	LF	\$60.50	\$33,880.00	0	\$0.00
7	42" Storm Sewer, RCP, Class III	460	LF	\$69.00	\$31,740.00	0	\$0.00
8	24" Diameter Inlet	2	EA	\$920.00	\$1,840.00	0	\$0.00
9	48" Diameter Catch Basin, Type A	14	EA	\$1,600.00	\$22,400.00	0	\$0.00
10	60" Diameter Catch Basin, Type A	2	EA	\$2,050.00	\$4,100.00	0	\$0.00
11	48" Diameter Manhole, Type A	2	EA	\$1,685.00	\$3,370.00	0	\$0.00
12	60" Diameter Manhole, Type A	8	EA	\$2,800.00	\$22,400.00	0	\$0.00
13	72" Diameter Manhole, Type A	4	EA	\$3,360.00	\$13,440.00	0	\$0.00
14	15" Flared End Section w/ Grate	2	EA	\$750.00	\$1,500.00	0	\$0.00
15	Granular Trench Backfill	890	LF	\$15.85	\$14,106.50	0	\$0.00
16	Adjust Existing Manhole	1	EA	\$795.00	\$795.00	0	\$0.00
17	Connect Sewer to Existing Stub	2	EA	\$1,200.00	\$2,400.00	0	\$0.00
18	Core & Connect Sewer to Existing Manhole	1	EA	\$1,870.00	\$1,870.00	0	\$0.00

ENGINEER'S OPINION OF PROBABLE COST
FOR BOND REDUCTION
SOUTHWIND BUSINESS PARK
BARTLETT, ILLINOIS
Original: September 29, 2015
Revised: January 29, 2021

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	
					REMAINING	REMAINING
19	Construct Manhole Over Existing Sewer	1	EA	\$1,870.00	\$1,870.00	\$0.00
SUBTOTAL C - STORM SEWER IMPROVEMENTS					\$224,067.75	\$0.00
TOTAL SCHEDULE III - UNDERGROUND IMPROVEMENTS					\$469,930.50	\$0.00
SCHEDULE IV - PAVEMENT IMPROVEMENTS						
1	2" HMA Surface Course, Mix D, N50	9,775	SY	\$9.55	\$93,351.25	\$36,767.50
2	2.5" HMA Binder Course, IL-19.0, N50	9,775	SY	\$10.45	\$102,148.75	\$0.00
3	14" Aggregate Base Course, CA-6	9,775	SY	\$13.30	\$130,007.50	\$0.00
4	5" Portland Cement Concrete Sidewalk	18,860	SF	\$6.00	\$113,160.00	\$22,500.00
5	Asphalt Bike Path	495	SY	\$15.25	\$7,548.75	\$11,742.50
6	B6.12 Curb and Gutter	4,990	LF	\$14.40	\$71,856.00	\$0.00
7	Letters and Symbols, Paint	10	EA	\$75.00	\$750.00	\$750.00
8	6" Solid Yellow, Paint	72	LF	\$3.00	\$216.00	\$216.00
9	6" Solid White, Paint	100	LF	\$3.00	\$300.00	\$300.00
10	24" Solid White, Paint	42	LF	\$5.00	\$210.00	\$210.00
11	Traffic Control Sign	2	EA	\$275.00	\$550.00	\$550.00
12	Allowance for Repair & Replacement	1	LS	---	---	\$10,000.00
TOTAL SCHEDULE IV - PAVEMENT IMPROVEMENTS					\$520,098.25	\$83,036.00
SCHEDULE V - STREET LIGHTING						
1	Street Light, 15' high, 175-watt, Single, Complete	5	EA	\$4,450.00	\$22,250.00	\$0.00
SCHEDULE V - STREET LIGHTING					\$22,250.00	\$0.00
SCHEDULE VI - LANDSCAPING						
1	Seed & Blanket (Parkway/Median)	5,843	SY	\$2.00	\$11,686.00	\$11,686.00
2	Parkway Trees	1	LS	---	---	\$20,000.00
TOTAL SCHEDULE VI - LANDSCAPING					\$11,686.00	\$31,686.00
TOTAL PROBABLE COST (SCHEDULE I - VI)					\$1,094,541.00	\$140,702.25
GRAND TOTAL PROBABLE COST					\$1,094,541.00	\$140,702.25

General Notes:

- This Engineer's Opinion of Probable Cost (EOPC) is based on Final Engineering Plans (dated August 1, 2013), Bike Path Grading Exhibit (dated January 8, 2021), and Side Walk Grading Exhibit (dated January 29, 2021) and associated public improvements within the Southwind Business Park. This EOPC does not include demolition, undercutting, dewatering, review fees, or permit fees or any other item not included.
- The above trench backfill quantities assume trench backfill is used when the trench is under the roadway improvements or within 2-feet of the back-of-curb or edge of pavement.
- Undercuts are assumed to be completed as part of the mass grading improvements. Material may be able to be disc'd and dried to be utilized for suitable fill onsite.
- Erosion control quantities are based off of a single phase plan and do not include items necessary due to temporary conditions or phasing. Additional erosion control devices may become necessary as construction progresses onsite. The above EOPC does not include monies for ongoing maintenance of the erosion control devices.
- The unit pricing used above is based upon best available data and our understanding of the current market. Mackie Consultants cannot guarantee that unit pricing will not increase.

Prepared by: Mackie Consultants, LLC.
9575 W. Higgins Road, Suite 500
Rosemont, Illinois 60018
(847) 696-1400

EXHIBIT D

LEGAL DESCRIPTION OF PROPERTY OWNED BY WEST BARTLETT, LLC

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SOUTHWIND BOULEVARD ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 2008K028142; THENCE NORTH 89 DEGREES 40 MINUTES 10 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWIND BOULEVARD A DISTANCE OF 186.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE 10 MINUTES 12 SECONDS WEST, A DISTANCE OF 377.38 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 48 SECONDS EAST, A DISTANCE OF 148.50 FEET; THENCE NORTH 00 DEGREE 10 MINUTES 12 SECONDS WEST, A DISTANCE OF 329.65 FEET TO THE SOUTH LINE OF BENCHMARK LANE ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 2013K076343; THENCE ALONG SAID SOUTH LINE OF BENCHMARK LANE NORTH 87 DEGREES 47 MINUTES 44 SECONDS EAST, A DISTANCE OF 235.86 FEET TO THE WEST LINE OF SOUTHWIND BOULEVARD ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 2008K081774; THENCE ALONG THE WEST AND NORTH LINES OF SAID SOUTHWIND BOULEVARD RECORDED AS DOCUMENT NUMBERS 2008K028142 AND 2008K081774 FOR THE FOLLOWING FIVE (5) COURSES; (1) THENCE SOUTH 00 DEGREE 28 MINUTES 15 SECONDS EAST, A DISTANCE OF 25.53 FEET; (2) THENCE SOUTH 06 DEGREES 40 MINUTES 48 SECONDS EAST, A DISTANCE OF 18.49 FEET; (3) THENCE SOUTH 00 DEGREE 28 MINUTES 15 SECONDS EAST, A DISTANCE OF 472.94 FEET TO A POINT OF CURVATURE; (4) THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 197.00 FEET WITH AN ARC LENGTH OF 309.93 FEET AND A CHORD BEARING OF SOUTH 44 DEGREES 35 MINUTES 58 SECONDS WEST TO A POINT OF TANGENCY; (5) THENCE SOUTH 89 DEGREES 40 MINUTES 10 SECONDS WEST, A DISTANCE OF 192.49 FEET TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS. CONTAINING 217,801 SQUARE FEET OR 5.000 ACRES, MORE OR LESS.



Agenda Item Executive Summary

Item Name Resolution for Construction on State Highway Committee
or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Attached please find a letter from IDOT requesting that we pass a resolution in lieu of a surety bond for any construction activities we may have to maintain our facilities within State Highways. This will expedite our permit process from IDOT whenever the need arises to work within State right-of-way.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, IDOT Letter

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move the Village Board approve Resolution 2021 - _____, a resolution in lieu of a surety bond to allow the village to maintain our facilities on State Highways.

Staff: Dan Dinges, Director of Public Works Date: 02/8/21

Memo

DATE: February 8, 2021

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Resolution for Construction on State Highways

Attached please find a letter from IDOT requesting that we pass a resolution in lieu of a surety bond for any construction activities we may have to maintain our facilities within State Highways. This will expedite our permit process from IDOT whenever the need arises to work within State right-of-way.

Motion: I move the Village Board approve Resolution 2021 - _____, a resolution in lieu of a surety bond to allow the village to maintain our facilities on State Highways.

RESOLUTION 2021 - _____

**A RESOLUTION IN LIEU OF A SURETY BOND TO ALLOW THE VILLAGE TO
MAINTAIN OUR FACILITIES ON STATE HIGHWAYS**

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

WHEREAS: The Village of Bartlett, hereinafter referred to as MUNICIPALITY, located in the Counties of Cook, DuPage, and Kane, State of Illinois, desires to undertake, in the years 2021 and 2022, the location, construction, operation and maintenance of driveways and street returns, watermains, sanitary and storm sewers, street lights, traffic signals, sidewalk, landscaping etc., on State highways, within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control the Department of Transportation of the State of Illinois hereinafter referred to as Department, and,

WHEREAS: an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person of firm under contract and supervision of the MUNICIPALITY.

NOW, THEREFORE, be it resolved by the MUNICIPALITY:

FIRST: That MUNICIPALITY hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold the State of Illinois harmless during the prosecution of such work,

and assume all liability for damages to person or property due to accident or otherwise by reason of the work which it to be performed under the provision of said permit.

SECOND: That all authorized officials of the MUNICIPALITY are hereby instructed and authorized to sign said working permit on behalf of the MUNICIPALITY.

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: February 16, 2021

APPROVED: February 16, 2021

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, 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 2021 - _____ enacted on February 16, 2021, and approved on February 16, 2021, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk



Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

PERMITS

RESOLUTION FOR CONSTRUCTION ON STATE HIGHWAY

January 21, 2021

The Honorable Kevin Wallace
Village President
Village of Bartlett
228 South Main Street
Bartlett, IL 60103-4495

Dear Village President Wallace:

Chapter 121 of the Illinois revised statutes requires that any person, firm or corporation desiring to do work on state maintained rights of way must first obtain a written permit from the Illinois department of transportation. This includes any emergency work on broken watermains or sewers.

A surety bond is required with each permit application to insure that all work is completed in accordance with state specifications and that the right of way is properly restored.

For permit work to be performed by employees of a municipality a resolution is acceptable in lieu of the surety bond. This resolution does not relieve contractors hired by the municipality from conforming with the normal bonding requirements nor from obtaining permits.

The resolution should be enacted for a period of two years. This procedure will save time and effort as well as reduce the annual paperwork associated with an annual resolution.

In order to expedite the issuance of permits to your municipality during the next two calendar years the attached sample resolution should be adopted and a signed and certified copy thereof returned to this office. This resolution does not constitute a blanket permit for work in the State system. A separate application must be made in each instance. In the case of an emergency, verbal authority may be given prior to receipt of the written application. After normal working hours or weekends, this authority can be obtained from our Communications Center at (847)705-4612.

The Honorable Kevin Wallace
January 21, 2021
Page two

RE: RESOLUTION FOR CONSTRUCTION ON STATE HIGHWAY

We would appreciate the cooperation of your community in withholding the issuance of building permits along State highways until the builder shows evidence of a State highway permit having been obtained. Our permit staff would be willing to answer any questions you may have regarding current policies or practices and to work with your planning commission on any new developments within your municipality.

Do not hesitate to contact Ms. Beverly Hawley, Office Coordinator, at (847) 705-4142 if you have any question or need further assistance.

Very truly yours,

Jose Rios, P.E.
Engineer of Operations

By:  B #
Thomas G. Gallenbach, P.E.
Traffic Permit Engineer