

VILLAGE OF BARTLETT
BOARD AGENDA
FEBRUARY 2, 2016
7:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. *CONSENT AGENDA*

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

*6. MINUTES: Board & Committee Minutes – January 19, 2016

*7. BILL LIST: February 2, 2016

8. TREASURER'S REPORT: None

9. PRESIDENT'S REPORT: None

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

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

12. STANDING COMMITTEE REPORTS:

A. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE

No Report

B. BUILDING COMMITTEE, CHAIRMAN HOPKINS

No Report

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

1. 2015 Bluff City SSA Tax Levy Abatement

*2. Brewster Creek Developer Note #3, Payout #33 Request

*3. Brewster Creek Developer Note #3, Payout #34 Request

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN ARENDS

1. Comcast Franchise Renewal

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARONARO

No Report

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

*1. 2016 Motor Fuel Tax Resolution

13. NEW BUSINESS

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



VILLAGE OF BARTLETT
BOARD MINUTES
January 19, 2016

1. CALL TO ORDER

President Wallace called the regular meeting of January 19, 2016 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. in the Council Chambers.

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Valerie Salmons, Assistant to the Village Administrator Scott Skrycki, Finance Director Jeff Martynowicz, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Community Development Director Jim Plonczynski, Assistant Community Development Director Roberta Grill, Building Director Brian Goralski, Grounds Superintendent Kevin DeRoo, Chief Kent Williams, Village Clerk Lorna Giless and Village Attorney Bryan Mraz.

3. INVOCATION

Rosemary Traynor from Jesus Journey Church did the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Carbonaro stated that he would like to add item 1 under the Police & Health Committee (Ordinance 2016-04, Weapons Ordinance Code Amendment) to the Consent Agenda. No Trustee asked to remove any item from the Consent Agenda.

Trustee Deyne moved to amend the Consent Agenda to add item 1 under the Police & Health Committee (Ordinance 2016-04, Weapons Ordinance Code Amendment) in



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addition to the items already shown on the Consent Agenda, and that motion was seconded by Trustee Carbonaro.

ROLL CALL VOTE TO AMEND THE CONSENT AGENDA

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

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

ROLL CALL VOTE TO APPROVE THE AMENDED CONSENT AGENDA

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

6. MINUTES – Covered and approved under the Consent Agenda.
7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT

Finance Director, Jeff Martynowicz summarized the Municipal Sales Tax Report for the year to date was \$970,597 and indicated that it represented a 8.44% increase over the same time period last year. He stated that the Motor Fuel Tax distribution came in after the Board packets were distributed.

9. PRESIDENT'S REPORT

President Wallace stated that there is an opening on the Plan Commission and Jack Allen sent him an e-mail requesting to serve this community. He was happy to announce his appointment and appreciated him volunteering his services. President Wallace stated that he hereby appoints Jack Allen to the Plan Commission.

Trustee Camerer moved to confirm and consent to the appointment of Jack Allen to the Plan Commission for a four year term as stated by the Village President and that motion was seconded by Trustee Deyne.



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ROLL CALL VOTE TO CONFIRM AND CONSENT TO THE APPOINTMENT OF JACK ALLEN TO THE PLAN COMMISSION

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

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

11. TOWN HALL

Janet Knupp, 7N760 Sayer Road

Ms. Knupp stated that she has lived on Sayer Road for 30 years and 24 of those years her property bordered the property that is being discussed tonight. Her major concern was that the houses are too small and the lots are too small in keeping with the rest of the area. She distributed pictures of the homes in the subdivision as well as the proposed new homes. She explained that the homes in that subdivision are custom homes and are 3,500 ft. whereas the new proposed homes are half that size. She stated that this property is filled with pristine mature oaks and probably the most beautiful property in the Bartlett area. Two hundred year-old oaks would be obliterated to fit these homes. She stated that Pulte had no plans to transition the new proposed homes into the subdivision. She stated that this property is zoned SR-1 and it should stay that way. This is not appropriate for the property. Her major concern is that this development may be appropriate for Bartlett but it is not appropriate for this piece of property. It is going to have a very negative affect on all of the homeowners around there.

Matt Knupp, 7N760 Sayer Road

Mr. Knupp stated that they have worked with a number of Village Boards to develop Naperville/Sayer Road. Somewhere around 1988 Campanelli purchased the property at the corner of Stearns and Sayer Road. It was then rezoned and developed as SR-2 with a minimum of 10,800 ft. lots. That property is self-contained and has a major buffer on the north which is the ComEd easement that separates it from the rest of Sayer/Naperville Road. Around 1990 Preserve Trail which is about 17 homes was annexed to the Village and is zoned as ER-3 with 20,000 ft. minimum lots. In 1995 Sundance homes came to the Village and extended Auburn Lane out to Route 59 and developed a parcel off of Sayer/Naperville Road and that was zoned ER-3 with 20,000 ft. lots. Around 1998 Litchfield Woods was developed as an ER-3 with 20,000 ft. lots and this is where the Pulte development would adjoin. There is a history here of how this road developed and he hoped that the Board will listen to them tonight and hear their concerns. There is no buffer and no transition for this development and it is going to be a shocking transition. Market conditions should not dictate zoning and when you start doing that we lose the



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integrity that the town is and the character that we have. He felt that this was the wrong use for this property.

Jennifer Lela, 635 Hamilton Court

Ms. Lela urged the Board not to rezone this property. She felt that this type of development at the end of their road would decrease the value and also increase traffic through their hidden rural neighborhood. They are not only asking to rezone but are also asking for an exemption on the impervious cover. One of their models would require over 52% impervious cover for a lot. As an environmental professional she didn't think it was a good steward and didn't think it followed best management practices. She urged the Board to consider denying that exception.

Patrick Hartle, 619 Hamilton

Mr. Hartle stated that of the 60 homeowners that are part of that homeowner's association, they are concerned about this Pulte subdivision. Opening up Litchfield Lane would increase a tremendous amount of traffic. They all paid a premium for their homes and you are looking at homes that have an evaluation of \$500,000-\$800,000. Pulte will be selling homes from \$250,000 to \$350,000. There is no buffer and will add an incredible amount of traffic as well as other issues that come with that. He asked the Board to make this a serious decision and not to rezone this.

Chris Franson, 148 Jodi Lane

Mr. Franson stated that he has been a 10 year resident and basically 200 feet from this proposed development. He stated that there are homes in that area on well and septic and their water quality is not beautiful. They are drawing up enough iron to make a foundry. He stated that he has three filtering systems and it is not enough. His concern is that if this construction were to go through, how it would affect the water table. He felt that his water quality would diminish greatly. He also expressed concerns about coyotes and being driven into their subdivision.

Judy Langlois, 1161 Alder Lane

Ms. Langlois stated that her guests always comment on how beautiful the area is around her home. She stated that they paid a premium price for their home and they continue to pay very high taxes. She would hate to see the property cheapened by little tiny houses. She felt that there were other places where smaller lots would be more conducive to the area.

John Moose, 1143 Litchfield Lane

Mr. Moose stated that he has lived in Bartlett for almost 10 years. He felt that everyone was eloquent in their concerns. He didn't believe that the Village of Bartlett benefited from the increase in the tax base. He felt that there should be a buffer between the two developments and no connection between the two roads. The discount they get off of a tax base by putting a new development in on Hidden Oaks



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is only going to go to Pulte in the form of higher house prices in their development. There is no extra tax base incentives for Bartlett to keep the connection between these two divisions.

12. STANDING COMMITTEE REPORTS

A. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that Ordinance 2016-06, establishing Special Service Area Number One for the Bartlett Pointe West Subdivision of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, and authorizing the levy of an annual maintenance tax and the issuance of bonds to an amount not to exceed \$1,098,656 for the purpose of paying the cost of providing special services in and for such Area was covered and approved under the Consent Agenda.

B. BUILDING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that there was no report.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN ARENDS

Trustee Arends stated that there was no report.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that Ordinance 2016-04, An Ordinance Amending Title 5, Chapter 4, of the Bartlett Municipal Code Entitled "Weapons" was covered and approved under the Consent Agenda.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer presented Ordinance 2016-05, An Ordinance Authorizing and Granting a Franchise to Northern Illinois Gas Company (d/b/a Nicor Gas Company) its Successors and Assigns to Construct, Operate and Maintain a Natural Gas Distributing System in and Through the Village of Bartlett, Illinois.

Administrator Salmons stated that this was negotiated with a group of other municipalities and the DuPage Mayors and Managers and they are proposing that the Board consider this 25 year franchise agreement. This agreement would allow the Village to take a lump



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sum payment instead of getting free therms because they were never used up. This will allow the Village to get cash and they will come out ahead on that.

Director of Public Works Dan Dinges stated that the new option is being able to take the annual payment instead of taking the free therms. Based on their use, they are only using half. The consortium did a good job of working it through with NICOR and it was a long process but the end result is positive.

Trustee Camerer moved to approve Ordinance 2016-05, An Ordinance Authorizing and Granting a Franchise to Northern Illinois Gas Company (d/b/a Nicor Gas Company) its Successors and Assigns to Construct, Operate and Maintain a Natural Gas Distributing System in and Through the Village of Bartlett, Illinois as presented and that motion was seconded by Trustee Arends.

President Wallace asked if there was a downside to this.

Dan Dinges stated that they have always had the franchise agreement so it is kind of a renewal where they were able to get some extra things out of it.

Trustee Carbonaro asked what the one time renewal payment equates to.

Dan Dinges stated that it was in the range of \$40,000.

ROLL CALL VOTE TO APPROVE ORDINANCE 2016-05 GRANTING A FRANCHISE TO NORTHERN ILLINOIS GAS TO MAINTAIN NATURAL GAS IN THE VILLAGE

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

NAYS: None

ABSENT: None

MOTION CARRIED

13. NEW BUSINESS - None

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

President Wallace stated that with the first snow this year residents were asking what happened as far as the snow removal went.

Dan Dinges stated that it was a nightmare. It started out as ice that was supposed to change over to rain and it never did. The ice just kept on building up and his crews were out there but the ice continued to come down faster than the salt could work. In the middle of all that they had a water main break that was flooding out an area and getting close to



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doorways. They had to take some of the men off the street to deal with that water main break.

Trustee Arends asked if they have ever had any requests for a warming center.

Administrator Salmons stated that they always open up the police department area for a warming center anytime the temperature reaches below 25°.

Chief Williams stated that they opened it up for approximately five days this year already. They opened up the police department training room and brought in refreshments and coffee.

15. ADJOURNMENT

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

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:30 p.m.

Lorna Giles
Village Clerk

LG/
Attachments





Proposed for Sunset Hill in Bartlett – 1683 SF to 2560 SF

Abbeyville



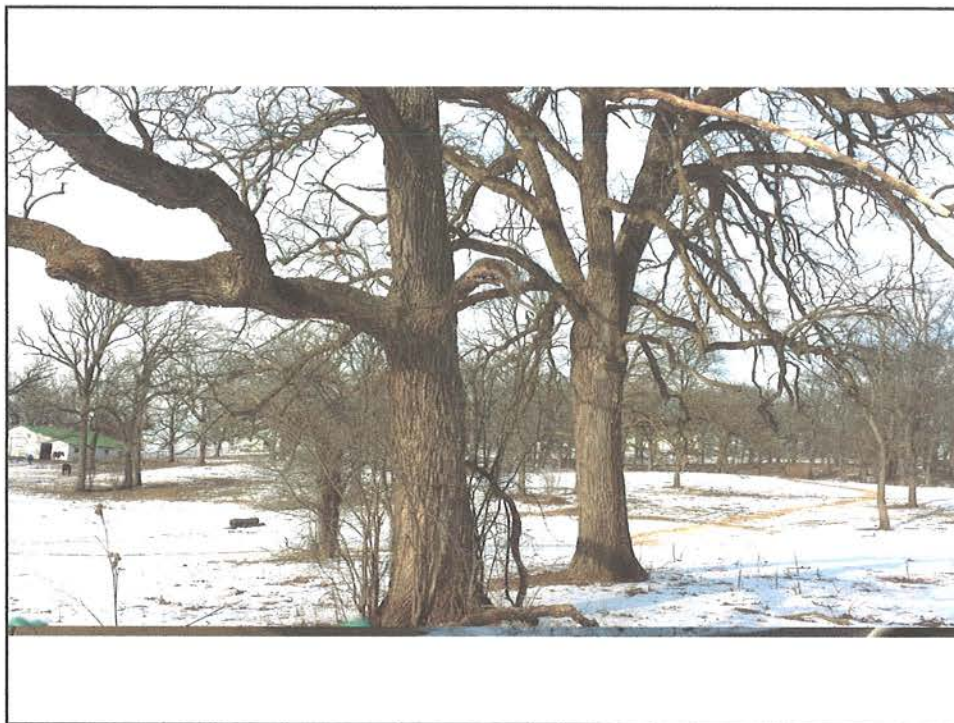
Elevation 1



Elevation 2







**Pulte
Woodridge,
IL
Homes range
from
2323 SF to
3295 SF**

**Bartlett
1683 SF to
2560 SF**



Baldwin
Starting from \$426,990
2,460 Square Feet
4 Bedrooms / 2 Full Baths / 1 Half
Baths
2 Story Home

[View All Details](#)



Greenfield
Starting from \$439,990
2,614 Square Feet
4 Bedrooms / 2 Full Baths / 1 Half
Baths
2 Story Home

[View All Details](#)



Hilltop
Starting from \$454,990
2,875 Square Feet
4 Bedrooms / 2 Full Baths / 1 Half
Baths
2 Story Home

[View All Details](#)



Amberwood
Starting from \$456,990
2,323 Square Feet
3 Bedrooms / 2 Full Baths / 1 Half
Baths



Riverton
Starting from \$467,990
3,127 Square Feet
4 Bedrooms / 2 Full Baths / 1 Half
Baths

[View All Details](#)








Westchester
Starting from \$477,990
3,295 Square Feet
4 Bedrooms / 2 Full Baths / 1 Half
Baths

[View All Details](#)






Pulte Hawthorn Hills Homes range from 2458 SF to 3297 SF

Bartlett 1683 SF to 2560 SF

 <p>Baldwin Starting from \$454,990 2,458 Square Feet 4 Bedrooms / 2 Full Baths / 1 Half Baths 2 Story Home</p> <p>View All Details</p>	 <p>Greenfield Starting from \$464,990 2,614 Square Feet 4 Bedrooms / 2 Full Baths / 1 Half Baths 2 Story Home</p> <p>View All Details</p>	 <p>Hilltop Starting from \$484,990 2,881 Square Feet 4 Bedrooms / 2 Full Baths / 1 Half Baths 2 Story Home</p> <p>View All Details</p>
 <p>Riverton Starting from \$514,990 3,120 Square Feet 4 Bedrooms / 2 Full Baths / 1 Half Baths</p>	 <p>Westchester Starting from \$524,990 3,297 Square Feet 4 Bedrooms / 2 Full Baths / 1 Half Baths</p>	

Pulte Elgin Homes range from 2460 SF to 3295 SF

Bartlett 1683 SF to 2560 SF

 <p>Baldwin Starting from \$279,990 2,460 Square Feet 4 Bedrooms / 2 Full Baths / 1 Half Baths 2 Story Home</p> <p>View All Details</p>	 <p>Greenfield Starting from \$289,990 2,614 Square Feet 4 Bedrooms / 2 Full Baths / 1 Half Baths 2 Story Home</p> <p>View All Details</p>	 <p>Hilltop Starting from \$299,990 2,875 Square Feet 4 Bedrooms / 2 Full Baths / 1 Half Baths 2 Story Home</p> <p>View All Details</p>
 <p>Riverton Starting from \$311,990 3,127 Square Feet 4 Bedrooms / 2 Full Baths / 1 Half Baths</p>	 <p>Westchester Starting from \$321,990 3,295 Square Feet 4 Bedrooms / 2 Full Baths / 1 Half Baths</p>	

Proposed for Sunset Hill in Bartlett – 1683 SF to 2560 SF

Abbeyville



Elevation 1



Elevation 2



Average price/SF Home Sales Last 90 Days

City	Ave price/SF
Schaumburg	\$146 x 2000 SF = \$292,000
Hoffman Estates	\$140
St. Charles	\$138
Roselle	\$137
Bartlett	\$126 x 2000 SF = \$252,00
Streamwood	\$119
Hanover Park	\$118 x 2000 SF = \$236,000



VILLAGE OF BARTLETT COMMITTEE MINUTES

January 19, 2016

President Wallace called the Committee of the Whole meeting to order at 7:31 p.m.

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

ABSENT: None

ALSO PRESENT: Village Administrator Valerie Salmons, Assistant to the Village Administrator Scott Skrycki, Finance Director Jeff Martynowicz, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Community Development Director Jim Plonczynski, Assistant Community Development Director Roberta Grill, Building Director Brian Goralski, Grounds Superintendent Kevin DeRoo, Chief Kent Williams, Village Clerk Lorna Giles and Village Attorney Bryan Mraz.

PLANNING & ZONING COMMITTEE

Sunset Hill Farm Concept Plan

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

Community Development Director Jim Plonczynski stated that many people know of this property as the horse farm. Pulte Homes has submitted a concept plan for the developer to gain input and direction from the Board prior to submitting a full application. They are proposing 77 lots on the 35 acres and the property is currently in unincorporated Cook and DuPage counties. They are proposing an age targeted community consisting of ranch and cape cod homes that are maintenance free living (meaning the homeowner's association maintains the yards, open space, plowing of driveways and sidewalks). The Village has a similar community, Bartlett on the Green and similar to Pulte's Del Webb in Elgin. The minimum lot size is 7,800 square feet, closely matching the SR-4 lot size of 6,000 minimum. If they proceed with a full application, they will ask for re-zoning to the SR-4 with a PUD overlay as they are asking for some bulk regulation changes from the normal SR-4, particularly a rear yard setback of 25 feet rather than the 40. The road right of way would be reduced to 60 feet, the road surface and sidewalks stay the same. The entrance is off of Naperville Road. They are proposing multi-purpose trails and a park site of almost 3 acres. The impervious calculations will be altered, stormwater detention will be required as well as a traffic study. The comprehensive plan for this area is Estate Residential and that is why they suggested that Pulte apply for a concept because the plan shows it as Estate Residential. There are five models that range from 1,600 to 2,700 square feet in size and are characterized as ranch style and empty nester homes.

Peter Tremulis, Vice President of Land, Pulte Homes stated that their offices are in Schaumburg, IL. He stated that it is a beautiful property and probably the last remaining



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open space within the Village. They propose to develop the northwesterly and most southerly portion of the property for Sunset Hill. They intend to offer a community for empty nesters that would like to have the lawns maintained, walks shoveled and driveways plowed by an association. They are building homes like these in Hawthorne Hills so if anyone would like to see them they can. Each home has a proposed second floor which adds to the square footage if desired. They are here tonight to present a concept plan. He stated that the south end of the property in DuPage County is heavily treed and they are proposing a buffer around the south portions of the property. There are trees that could be saved. They don't expect any impact on adjoining properties or the ground water conditions. They have met with the Park District and showed them the park site.

Trustee Reinke stated that he felt that he was coming to this a little late. He first heard about the concept from an angry resident. He thought that as a concept, it is too dense. The density in both parcels is inconsistent with the surrounding uses. He did not see a need to amend the comp plan. The drainage seems like an issue, the impervious surface will not receive his vote. He was concerned about the trees, do they anticipate changing the plans at all?

Tremulis stated that they were open to hear the thoughts of the Board.

Trustee Reinke asked if they considered not connecting Litchfield to the south?

Tremulis stated that they did. They are looking to develop the property in two phases. The Village ordinances have requirements for a maximum length of a cul-de-sac. The earlier plan submitted had 87 lots and they were advised that cul-de-sacs were not permitted in Bartlett. The plan was revised and now have a continuous street system in the overall plan. If they were not to make a connection to the south, it would be one cul-de-sac and would change the review from both the police and fire departments. The maximum length of a cul-de-sac is 600 feet by code.

Plonczynski stated that in this particular instance there was an ideal situation to loop the street rather than have cul-de-sacs. This is for snow plowing purposes and better continuity in the road system. The Litchfield Woods Road already ties into the end of this property line and the subdivision ordinance and street pattern requires the continuation of the road system for emergency purposes and ease of plowing, etc.

Trustee Reinke stated that they have heard the resident concerns about transition and asked what their thoughts were on changing the transitions.

Tremulis stated that they build many, many, subdivisions and as long as it's single family detached, they don't believe there is a necessity to do other types of transitions in there. His personal opinion is that a variety of homes within a neighborhood is a



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desirable thing. This plan serves a different consumer than who is living south of the property on Litchfield Lane. It is an approach that they think works and generally a transition in a land plan is from retail to residential.

Trustee Reinke stated that the difference between a SR-1 and SR-4 is significant and it cries out for some kind of consideration for transition. He suggested an intermediate lot size is what he would like to see.

Trustee Deyne agreed with Trustee Reinke on the density. He would like to know the rationale regarding the lack of buffering for the residents. The zoning that they are proposing offers no buffering at all.

Tremulis stated that there is some buffering along the south property line. It is smaller than what most people want but the idea was to provide some separation between the rear lot line and any neighboring lot to the south. The area that is proposed between the rear lot lines would be common area and maintained by the association. They are sensitive to this concern and have revised the original plan to include buffering.

Trustee Deyne asked how they picked this parcel of property. What was the mindset behind picking this particular parcel.

Tremulis stated that they have been looking at this parcel for twenty-some odd years and have known the Litchfield's for that long. When the property became available they were interested to do some developing. It has been available since 2004 and on the market looking for a buyer. Their goal is to come up with a proposal that meets the consumer need as well as a market price point that will generate a good velocity of sales for Pulte based upon their business model and practices. They think the site has some tremendous attributes and would be almost ideal for an empty nester. Their pathways systems are the number one amenity that a senior home buyer is looking for since walking is the number one activity that they are looking to avail themselves of. The Park District is looking to acquire a large percentage of the property to the west currently owned by a material company. It would have jogging and walking paths in it as well and represents another significant recreation opportunity.

Trustee Deyne stated that the homeowners association and the fact that it is age targeted is a good plan. He has a great deal of difficulty with the conceptual plan presented. He just does not see enough buffering, he has concerns about the trees and the density.

Trustee Arends stated that she has known the Litchfield family for a long time and Shirley has been very active with the Women's Club and Steven has been active through the Lions Club. These are people that really care about the community. She thanks them for what they have done for Bartlett. She stated that this is a large piece of



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the Sunset Hill Farm and she also was surprised at the size of the project. She was concerned about not having the farm on top of the property but she does not own the property or pay their taxes. She was very concerned with the density and felt that it just does not seem to belong. The planning in that area is for the ER-1 and SR-1 zoning and not SR-4. She was concerned with the lack of buffering to the incongruent zoning that would be there. She stated that she has never known Pulte to put out a bad product and asked them to work on the density and buffering.

Tremulis stated that he appreciated the opportunity to come before the Board and the comments. They will continue to work with staff to address the concerns this evening.

Trustee Reinke encouraged them to also work with the residents. He thought it was nice that they reached out and had a forum at Bartlett Hills. He thought it was a good process especially since they were trying to fit four pounds of potatoes in a one pound bag.

Tremulis stated that they also offered to meet with the residents individually or anyone concerned with adjacency with their existing homes.

President Wallace reiterated that the major concerns are density, the impervious surface problem, and one additional thing is that the vast majority of trees is in the southern portion. There is more ability to work on the Munger/Sayer Road corner where the buffer will not be as difficult with the homeowners since there is more room to work with. He would like to see some kind of a concept with less density on the Munger/Sayer Road area and some kind of a cul-de-sac down there. The area with the old oak trees is really beautiful and you will be fighting an uphill battle. He would love to see a compromise.

Tremulis stated that they have a variety of different concepts for the property. It is interesting when you look at this plan in two dimensions, it looks pretty nice. When you look at it in three dimensions, given retaining walls and other grading techniques, it becomes a little bit more complicated. They have looked at reducing the density and eliminating retaining walls to try to make the site look like it's in its more natural state and surprisingly by dropping some lots, the economics maintain or get better. In the process of looking at that, they would like to bring back some adjustments for the Board to look at.

President Wallace suggested that they work with the residents. He thanked all the residents for coming out. He stated that this is what it means to be a resident and thought it was very important to hear their feedback. He thought that this is an area that will be developed and they will find a happy medium for the end product.



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Ashton Gardens Concept Plan

Trustee Reinke asked the Community Development Director to proceed.

Plonczynski stated that they have Brad Schreiber, President of Ashton Gardens here this evening. The property is at the southwest corner of Devon and Prospect Avenue. The property is zoned Business and has been vacant for 20+ years. It is a concept plan with a 3.8 acre property for a wedding chapel, reception area, office and parking. They currently own and operate facilities in Georgia and Texas. The concept plan shows that Devon Avenue is the access for the main entrance. This would require a reduction in the number of parking spaces if they proceed to the formal PUD process. The Zoning Ordinance requires parking to be calculated for each individual use (Office=4, Chapel=61 and Reception Hall=99) resulting in a total of 164 required parking spaces. The concept plan has 142 spaces but generally the chapel and reception area are not operated at the same time. There is landscaped areas around the perimeter. The proposed elevation and facility is a nice looking design. It can hold up to 250 people. If they proceed further they would have to meet all other Village requirements.

Trustee Deyne stated that his concern was the amount of parking. What would they do with overflow parking?

Brad Schreiber, President of Ashton Gardens stated that they have never needed overflow parking at any of the other facilities. The capacity of the reception building is the maximum capacity of the number of people that would be on the property. The chapel and reception building are not used at the same time. Guests that would attend a ceremony in the chapel would then move over to the reception building. They would not occur simultaneously.

Trustee Camerer stated that if there was an overflow, maybe they could work out a deal with Bartlett Plaza to shuttle bus them.

Trustee Deyne asked how many people the reception building accommodates.

Schreiber stated that it is designed to hold a maximum of 300 people. He stated that the average capacity is in the 145 range. Based on automobile occupancy, guests that arrive and hotel shuttles, that number seems to work for them.

Trustee Camerer stated that they took into consideration the setback and buffering for the residents. He asked about the distance they would have from the actual property owners that surround this.

Plonczynski stated that they recommended the 20 foot landscape buffer around the perimeter. In addition, there is 40 feet to the property line and 60-80 feet to the backs of



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the homes. They will try to maintain some of the trees. They have an extensive landscaping plan that they will provide around the perimeter.

Trustee Camerer asked if it was a bermed landscaping perimeter.

Plonczynski stated that it is not designed as a berm.

Schreiber stated that it is designed according to the Village code.

Trustee Reinke stated that a berm is a good idea because they will be hearing from the residents.

President Wallace asked if there was an association in the East Point Estates subdivision.

There was not.

Schreiber stated that they would construct an 8 foot fence on their property line for privacy for all the residents.

President Wallace asked how many locations they currently have.

Schreiber stated that they have four currently and three more under construction this year.

Trustee Reinke asked why they chose Bartlett.

Schreiber stated that in looking at the Chicago area they knew they wanted to stay out of the city. Land costs and the hassle of building narrowed down their choices to be north of Naperville and not too far northeast. In this area, wherever they go, they are a destination wedding facility. They are very high end and pretty classy and the food is great. The access in this area, geographically to the market and the density and demographics of the suburbs was a good fit for them.

Trustee Camerer stated that they are a destination business that people go out of their way to go to and that is what Bartlett needs in the downtown area. He wanted to make sure that the resident's needs were met as well.

Schreiber addressed some of the frequent questions:

1. Noise late at night and what is the effect on residents.
They don't do any outside events.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
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2. They employ off duty local police to manage traffic and the event itself. In the over 1 million guests they have served, they have not had a single alcohol related incident.

Trustee Deyne stated that the way the concept plan is presented he would not have any objections with them moving forward with it. It could really earmark the downtown area and possibly improve it by bringing other people from other communities into our village.

Schreiber stated that they will conservatively attract about 40,000 people per year that will come for other tours or attend events that typically would not come to this area. They expect to do upwards of 200 events per year. Other local small businesses such as photographers, cake bakers, florists, linen companies, grocers will be utilized as well.

Trustee Carbonaro stated that the City of Corinth quoted Mr. Schreiber as being a model corporate citizen and thinks that speaks for itself. He thought a bakery should be included on that corner.

Trustee Reinke stated that the residents in that area are used to the roadways being the way they are and used to that property not being utilized. Can he assume that they will do a traffic study and understand how it will impair flow. Plus, there is a school right down Prospect and he wanted to make sure that people would not cut through the school speed zone.

Schreiber stated that as far as traffic goes, their business occurs after 5:00 on Fridays through Sunday evenings. There are very few weekday events. The effect on traffic will be minimal.

President Wallace asked how this business will be competing with Bartlett Hills of which we just expanded. He wanted to know about their advertising and if there will be opportunities to get overflow. Will we get more business?

Schreiber stated that there is opportunity for overflow. Their advertising is limited because brides search online at "The Knot" and other online services. They invest in Google Search advertising and "Wedding Wire" as well as "The Knot". As far as referral business goes, after they sell a Saturday night, there is a lot of opportunities for things such as rehearsal dinners, etc.

Trustee Carbonaro asked if they will be open for dinner on Monday through Friday.

Schreiber stated that they would not.

President Wallace encouraged them to reach out to the residents in East Point Estates because it would be very beneficial to his business as well.



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Schreiber stated that they would send out letters when they do the Public Hearing. He stated that they would spring for food and drinks and invite the East Point Estates subdivision to answer questions prior to the Public Hearing.

Trustee Arends stated that a resident called her recently to compliment the police department. They were locked out of their home and the garage door opener would not operate. The police went to the store and purchased a battery of which made the door operational. She stated that the police are your friends forever and she thanked them for the great service.

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

ROLL CALL VOTE TO ADJOURN

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

The meeting adjourned at 8:30 p.m.


Lorna Giles
Village Clerk

LG/

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/2/2016**

100-GENERAL FUND REVENUES

430300-VILLAGE FINES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARIA GOMEZ	PARKING TICKET REFUND	30.00
	INVOICES TOTAL:	30.00

430310-TOWING/IMPOUNDING FEES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MICHAEL MUNGOVAN	ADMINISTRATIVE TOW FEE REFUND	500.00
	INVOICES TOTAL:	500.00

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - FEB 2016	15,453.48
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - FEB 2016	141.35
** 1 FIDELITY SECURITY LIFE	MONTHLY INSURANCE - JAN 2016	740.59
	INVOICES TOTAL:	16,335.42

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	256.30
	INVOICES TOTAL:	256.30

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	52.51
	INVOICES TOTAL:	52.51

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	CREDIT - RETURNED ITEMS	-20.25
1 WAREHOUSE DIRECT	DESK PAD CALENDAR	10.83
1 WAREHOUSE DIRECT	BINDER INDEXES/STAPLES	34.51
	INVOICES TOTAL:	25.09

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS MUNICIPAL LEAGUE	MEMBERSHIP RENEWAL	2,500.00
	INVOICES TOTAL:	2,500.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/2/2016**

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SPECIALTY STORE SERVICES	MUSEUM SUPPLIES	90.68
INVOICES TOTAL:		90.68

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	13.73
INVOICES TOTAL:		13.73

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRYAN E MRAZ & ASSOC PC	PROFESSIONAL SERVICES	11,460.50
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	600.00
INVOICES TOTAL:		12,060.50

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	POTABLE WATER STUDY	7,345.33
1 ENGINEERING ENTERPRISES INC	STORMWATER REVIEW	79.00
INVOICES TOTAL:		7,424.33

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	SPAULDING ROAD QUIET ZONE	2,724.00
INVOICES TOTAL:		2,724.00

1210-LIABILITY INSURANCE

544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK	DECEMBER DEDUCTIBLES	12,886.05
INVOICES TOTAL:		12,886.05

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	11.00
INVOICES TOTAL:		11.00

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RYDIN DECAL	DOG TAGS/VENDOR DECALS	865.27

** Indicates pre-issue check.

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1 WAREHOUSE DIRECT	INK CARTRIDGES/DESK CALENDAR	140.10
1 WAREHOUSE DIRECT	WIRELESS MOUSE/HIGHLIGHTERS	59.55
1 WAREHOUSE DIRECT	TONER	230.89
INVOICES TOTAL:		1,295.81

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY RECORDER	RECORDING FEES	30.00
INVOICES TOTAL:		30.00

1500-COMMUNITY DEVELOPMENT

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	50.97
INVOICES TOTAL:		50.97

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERNATIONAL CODE COUNCIL INC	ANNUAL MEMBERSHIP DUES	55.00
1 INT'L ECONOMIC DEVELOPMENT COUNC	MEMBERSHIP RENEWAL/T FRADIN	405.00
1 SUBURBAN BUILDING OFFICIALS CONF	TRAINING FEES DUCHESNE/SMITH	250.00
INVOICES TOTAL:		710.00

1600-BUILDING

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	50.00
1 OIL MASTERS	VEHICLE MAINTENANCE	68.74
INVOICES TOTAL:		118.74

526005-PLAN REVIEW SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KESLIN ENGINEERING INC	PLAN REVIEW SERVICES	25,652.78
INVOICES TOTAL:		25,652.78

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	109.35
INVOICES TOTAL:		109.35

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOSHIBA BUSINESS SOLUTIONS	COPIER MAINTENANCE FEES	201.24

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/2/2016**

INVOICES TOTAL: 201.24

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN BUILDING OFFICIALS CONF	TRAINING FREDERICKS/GORALSKI	750.00
<u>INVOICES TOTAL:</u>		<u>750.00</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN BUILDING OFFICIALS CONF	MEMBERSHIP RENEWAL	75.00
<u>INVOICES TOTAL:</u>		<u>75.00</u>

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERI-SHRED INC	PAPER SHREDDING SERVICES	60.00
1 LIVEVIEWGPS INC	ANNUAL SERVICE AGREEMENT	958.80
1 MICROSYSTEMS INC	ARCHIVAL MICROFILM STORAGE	190.00
1 PORTER LEE CORP	ANNUAL SOFTWARE SUPPORT	875.00
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	670.38
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE AGREEMENT	1,500.00
1 VERIZON WIRELESS	WIRELESS SERVICES	397.74
<u>INVOICES TOTAL:</u>		<u>4,651.92</u>

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE	WIPER BLADES	23.98
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	614.14
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	170.10
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	40.98
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	129.95
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	30.00
1 EBY GRAPHICS INC	VEHICLE STRIPING/GRAPHICS	495.00
** 1 ILLINOIS SECRETARY OF STATE	VEHICLE REGISTRATION RENEWAL	101.00
** 1 ILLINOIS SECRETARY OF STATE	LICENSE PLATE RENEWAL FEES	101.00
1 RIVER RAND AUTO INC	SPEED TRAILER TAIL LIGHT REPAIR	35.00
1 SUBURBAN TIRE	VEHICLE MAINTENANCE	26.80
1 ULTRA STROBE COMMUNICATIONS INC	RADIO MICROPHONE REPLACEMENT	49.95
1 ZIMMERMAN FORD INC	CREDIT - SALES TAX	-1.68
<u>INVOICES TOTAL:</u>		<u>1,839.12</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MICHAEL KMIECIK	K-9 LUTHER DOG FOOD	70.72

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 70.72

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	UNIFORMS/ACCESSORIES	1,585.46
1 RAY O'HERRON CO INC	TRAFFIC VEST/SHIRTS	79.50
1 STREICHER'S	BODY ARMOR	69.99
		<u>INVOICES TOTAL: 1,734.95</u>

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS-WEST	MONTHLY SUBSCRIPTION	177.58
		<u>INVOICES TOTAL: 177.58</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	6,327.11
		<u>INVOICES TOTAL: 6,327.11</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ABOVE & BEYOND	FRAMES/DEPARTMENT PICTURES	746.95
1 NEW ALBERTSONS INC	SUPPLIES	4.00
1 WAREHOUSE DIRECT	ENVELOPES/ADDRESS LABELS	193.87
1 WAREHOUSE DIRECT	DVD-R DISCS	86.84
1 WAREHOUSE DIRECT	FOLDERS	58.42
1 WAREHOUSE DIRECT	BINDER/INK/COFFEE FILTERS	29.23
		<u>INVOICES TOTAL: 1,119.31</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	100.00
1 KYLE RYBASKI	TRAINING EXPENSES	76.50
1 KYLE RYBASKI	TRAINING EXPENSES	76.50
		<u>INVOICES TOTAL: 253.00</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE CO MAJOR CRIMES TASK FORCE	ANNUAL DUES	500.00
1 INT'L ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL/K WILLIAMS	150.00
1 INT'L ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL/J LEONAS	150.00
1 INT'L ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL/P ULLRICH	150.00
1 INT'L ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL/M MCGUIGAN	150.00
1 INT'L ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL/C SNIDER	150.00
1 INT'L ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL/S WINTERSTEIN	150.00
1 MID-STATES ORGANIZED CRIME	ANNUAL MEMBERSHIP FEES	250.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 1,650.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FLORAL EXCELLENCE	D.A.R.E. BUD VASES/BALLOONS	400.00
INVOICES TOTAL:		400.00

544001-PRISONER DETENTION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VILLAGE SUDS STATION INC	DETENTION BLANKET CLEANING	22.35
INVOICES TOTAL:		22.35

545100-EMERGENCY MANAGEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	2.11
INVOICES TOTAL:		2.11

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	555.00
1 STEPHEN A LASER ASSOCIATES	POLICE OFFICER ASSESSMENT	550.00
INVOICES TOTAL:		1,105.00

1800-STREET MAINTENANCE

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	95.91
1 UNIFIRST CORP	UNIFORM RENTAL	100.51
INVOICES TOTAL:		196.42

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PATTEN INDUSTRIES INC	WHEEL LOADER RENTAL	2,736.00
INVOICES TOTAL:		2,736.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	21.60
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	367.19
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	167.47
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	70.83
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2,049.94
1 CONSTELLATION ENERGY	ELECTRIC BILL	62.54
INVOICES TOTAL:		2,739.57

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/2/2016**

524230-SNOW PLOWING CONTRACTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AJD CONCRETE CONSTRUCTION CORP	SNOW PLOWING SERVICES	1,485.00
1 C E SMITH LAWN MAINTENANCE INC	SNOW PLOWING SERVICES	2,407.50
1 VIRGILIO CARDENAS	SNOW PLOWING SERVICES	1,620.00
1 JAMES SAVINO	SNOW PLOWING SERVICES	2,430.00
1 KONCRETE CONSTRUCTION INC	SNOW PLOWING SERVICES	3,375.00
1 S & B PLOWING & SNOW	SNOW PLOWING SERVICES	1,440.00
INVOICES TOTAL:		12,757.50

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	87.65
1 ELGIN SPRING CO INC	VEHICLE MAINTENANCE	349.60
** 1 ILLINOIS SECRETARY OF STATE	TITLE/PLATES FEES FOR DUMP TRUCKS	210.00
INVOICES TOTAL:		647.25

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	TRAFFIC SIGNAL MAINTENANCE	350.25
1 MEADE ELECTRIC CO INC	TRAFFIC SIG/STREET LIGHT MAINT	1,001.00
INVOICES TOTAL:		1,351.25

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEBMARC DOORS INC	COMMERCIAL DOOR REPAIRS	519.12
INVOICES TOTAL:		519.12

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	151.85
1 BATTERIES PLUS	BATTERIES	25.64
1 FRED LARSEN	REIMBURSEMENT/DAMAGED MAILBOX	59.74
1 ARUL RAJ	REIMBURSEMENT/DAMAGED MAILBOX	199.28
1 STEINER ELECTRIC CO	FUSES	137.00
1 TRAFFIC CONTROL & PROTECTION INC	MATERIALS & SUPPLIES	1,731.25
INVOICES TOTAL:		2,304.76

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEST SIDE TRACTOR SALES CO	TOOLS	74.96
INVOICES TOTAL:		74.96

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	3,011.15

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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** 1 WEX BANK	FUEL PURCHASES	656.02
	INVOICES TOTAL:	3,667.17

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	HAND SANITIZER/PENS	35.94
1 WAREHOUSE DIRECT	SUPPLIES	9.86
	INVOICES TOTAL:	45.80

534230-SNOW PLOWING SALT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 K-TECH SPECIALTY COATINGS INC	DEICING AGENT	5,492.04
	INVOICES TOTAL:	5,492.04

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTO TRUCK GROUP	PLOW BLADES	5,260.00
1 AUTOZONE INC	EQUIPMENT MAINTENANCE SUPPLIES	1,285.43
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	1.42
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	65.34
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	44.73
1 RANDALL PRESSURE SYSTEMS INC	EQUIPMENT MAINTENANCE SUPPLIES	1,155.48
1 WEST SIDE TRACTOR SALES CO	HYDRAULIC OIL	169.00
1 WEST SIDE TRACTOR SALES CO	OIL/FILTERS	294.80
1 WEST SIDE TRACTOR SALES CO	EQUIPMENT MAINTENANCE SUPPLIES	510.51
1 ZIMMERMAN FORD INC	MAINTENANCE SUPPLIES	19.68
	INVOICES TOTAL:	8,806.39

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING CO	ASPHALT PURCHASE	231.54
1 ALLIED ASPHALT PAVING CO	ASPHALT PURCHASE	4,808.40
	INVOICES TOTAL:	5,039.94

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	SPADES/CONCRETE MIX	331.58
	INVOICES TOTAL:	331.58

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	GRAVEL PURCHASE	227.68
	INVOICES TOTAL:	227.68

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO REGION TREES INITIATIVE	SYMPOSIUM REGISTRATION FEE	20.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 20.00

3000-DEBT SERVICE EXPENDITURES

523700-AGENTS FEES

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

430000-DEVELOPER DEPOSITS FUND

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 GRAHAM RAFFERTY	VBR BOND REFUND	500.00
		<u>INVOICES TOTAL: 500.00</u>

262103-G-4 CONSTRUCTION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 1580 HECHT COURT LLC	CASH BOND REFUND	71,900.00
		<u>INVOICES TOTAL: 71,900.00</u>

4800-BREWSTER CREEK TIF MUN ACC EXP

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHERN IL REAL ESTATE MAGAZINE	ADVERTISING	75.00
		<u>INVOICES TOTAL: 75.00</u>

5000-WATER OPERATING EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	41.47
1 UNIFIRST CORP	UNIFORM RENTAL	41.47
		<u>INVOICES TOTAL: 82.94</u>

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORRPRO CO INC	TANK INSPECTION SERVICES	765.00
1 JULIE INC	QUARTERLY SERVICE FEES	1,080.83
1 WATER REMEDIATION	EXCESS VOLUME CHARGE	12,624.00
		<u>INVOICES TOTAL: 14,469.83</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	31.70

** Indicates pre-issue check.

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1 COMMONWEALTH EDISON CO	ELECTRIC BILL	39.60
	INVOICES TOTAL:	71.30

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 OIL MASTERS	VEHICLE MAINTENANCE	40.24
1 OIL MASTERS	VEHICLE MAINTENANCE	62.54
	INVOICES TOTAL:	102.78

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STARK & SON TRENCHING INC	VALVE/WATER MAIN REPAIRS	2,237.50
	INVOICES TOTAL:	2,237.50

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BATTERIES PLUS	BATTERIES	25.64
1 MID AMERICAN WATER	HYDRANT REPAIR PARTS	5,883.77
	INVOICES TOTAL:	5,909.41

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FULLIFE SAFETY CENTER	SAFETY EQUIPMENT/GEAR	169.40
	INVOICES TOTAL:	169.40

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	487.69
** 1 WEX BANK	FUEL PURCHASES	174.11
	INVOICES TOTAL:	661.80

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	HAND SANITIZER/PENS	35.95
	INVOICES TOTAL:	35.95

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HD SUPPLY WATERWORKS LTD	EQUIPMENT MAINTENANCE SUPPLIES	579.99
1 HD SUPPLY WATERWORKS LTD	EQUIPMENT MAINTENANCE SUPPLIES	689.00
1 USA BLUE BOOK	EQUIPMENT MAINTENANCE SUPPLIES	440.94
	INVOICES TOTAL:	1,709.93

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	GRAVEL PURCHASE	227.68

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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 INVOICES DUE ON/BEFORE 2/2/2016**

INVOICES TOTAL: 227.68

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EATON MECHANICAL SALES LLC	DIGITAL WATER LEAK DETECTOR	5,565.00
		<u>INVOICES TOTAL: 5,565.00</u>

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 JOHN DAVIS	REFUND/WATER BILL OVERPAYMENT	350.00
** 1 DANIEL DZIEPAK	REFUND/WATER BILL OVERPAYMENT	458.75
** 1 MATTHEW O'CONNOR	REFUND/WATER BILL OVERPAYMENT	3,128.00
		<u>INVOICES TOTAL: 3,936.75</u>

5100-SEWER OPERATING EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	61.27
1 UNIFIRST CORP	UNIFORM RENTAL	61.27
		<u>INVOICES TOTAL: 122.54</u>

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JULIE INC	QUARTERLY SERVICE FEES	1,080.84
		<u>INVOICES TOTAL: 1,080.84</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	201.14
1 CONSTELLATION ENERGY	ELECTRIC BILL	199.33
1 CONSTELLATION ENERGY	ELECTRIC BILL	305.57
1 NICOR GAS	GAS BILL	57.66
1 NICOR GAS	GAS BILL	25.96
		<u>INVOICES TOTAL: 789.66</u>

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	3,850.00
		<u>INVOICES TOTAL: 3,850.00</u>

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KENNETH BURRIS	OVERHEAD SEWER INSTALLATION	10,800.00

** Indicates pre-issue check.

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INVOICES TOTAL: 10,800.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	151.86
1 BATTERIES PLUS	BATTERIES	25.65
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	72.28
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	958.59
INVOICES TOTAL:		1,208.38

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SOLENIS LLC	CHEMICAL SUPPLIES	7,786.00
1 USA BLUE BOOK	SETTLING AGENT	1,631.25
1 VIKING CHEMICAL CO	CHEMICAL SUPPLIES	2,848.25
1 VIKING CHEMICAL CO	CREDIT - DEPOSIT RETURN	-250.00
1 VIKING CHEMICAL CO	CHEMICAL SUPPLIES	2,520.97
INVOICES TOTAL:		14,536.47

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	596.42
** 1 WEX BANK	FUEL PURCHASES	81.86
INVOICES TOTAL:		678.28

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	HAND SANITIZER/PENS	35.95
1 WAREHOUSE DIRECT	FILE CABINET/PAPER/SUPPLIES	405.25
1 WAREHOUSE DIRECT	TONER	198.36
INVOICES TOTAL:		639.56

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	EQUIPMENT MAINTENANCE SUPPLIES	673.89
1 BERRYMAN EQUIPMENT CO	EQUIPMENT MAINTENANCE SUPPLIES	258.45
1 CENTRISYS CORPORATION	EQUIPMENT MAINTENANCE SUPPLIES	80.19
1 COLUMBIA PIPE & SUPPLY CO	EQUIPMENT MAINTENANCE SUPPLIES	20.27
1 COLUMBIA PIPE & SUPPLY CO	EQUIPMENT MAINTENANCE SUPPLIES	56.22
1 COLUMBIA PIPE & SUPPLY CO	EQUIPMENT MAINTENANCE SUPPLIES	18.66
1 GASVODA & ASSOC INC	EQUIPMENT MAINTENANCE SUPPLIES	3,036.00
1 GRAINGER	ELECTRIC HEATER	667.25
1 GRAINGER	THERMOSTAT	114.41
1 STANDARD EQUIPMENT CO	STREET SWEEPER MATERIALS	127.15
1 STANDARD EQUIPMENT CO	STREET SWEEPER MATERIALS	82.00
1 USA BLUE BOOK	EQUIPMENT MAINTENANCE SUPPLIES	269.90
1 WEST SIDE ELECTRIC SUPPLY INC	FLUORESCENT LIGHTS	217.62

** Indicates pre-issue check.

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1 XYLEM WATER SOLUTIONS USA INC	REPLACEMENT PUMP	15,358.76
INVOICES TOTAL:		20,980.77

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	GRAVEL PURCHASE	227.68
INVOICES TOTAL:		227.68

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	525.00
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	36.00
1 UNIFIRST CORP	MATS	12.00
1 UNIFIRST CORP	MATS	12.00
INVOICES TOTAL:		585.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	124.40
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	93.71
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	89.42
1 CONSTELLATION ENERGY	ELECTRIC BILL	539.62
1 CONSTELLATION ENERGY	ELECTRIC BILL	79.71
INVOICES TOTAL:		926.86

570200-BLDG & GROUNDS IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	HANDICAP DOOR OPENER REPAIRS	456.00
INVOICES TOTAL:		456.00

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	550.00
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	308.42
INVOICES TOTAL:		858.42

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	37.82
INVOICES TOTAL:		37.82

**VILLAGE OF BARTLETT
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532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LOGSDON OFFICE SUPPLY	RECEIPT PAPER/PAPER/TAPE	56.55
	INVOICES TOTAL:	56.55

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MAPES AUTO UPHOLSTERY INC	SEAT CUSHION REUPHOLSTERY	850.00
	INVOICES TOTAL:	850.00

5510-GOLF MAINTENANCE EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORP	UNIFORM RENTAL	30.70
1 CINTAS CORP	UNIFORM RENTAL	30.70
1 CINTAS CORP	UNIFORM RENTAL	30.70
	INVOICES TOTAL:	92.10

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	12.62
	INVOICES TOTAL:	12.62

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	22.99
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	10.79
1 J W TURF INC	CREDIT - RETURNED ITEM	-65.35
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	14.54
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	1,062.71
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	91.15
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	132.18
1 J W TURF INC	CREDIT - RETURNED ITEM	-57.05
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	81.79
	INVOICES TOTAL:	1,293.75

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOP TO BOTTOM INSTALLATIONS	BURGLAR ALARM MONITORING FEES	300.00
	INVOICES TOTAL:	300.00

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	40.00

** Indicates pre-issue check.

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1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	75.00
	<u>INVOICES TOTAL:</u>	<u>115.00</u>

524120-UTILITIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CONSTELLATION ENERGY	ELECTRIC BILL	6.30
	<u>INVOICES TOTAL:</u>	<u>6.30</u>

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	26.19
	<u>INVOICES TOTAL:</u>	<u>26.19</u>

534320-PURCHASES - FOOD & BEVERAGE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	115.50
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE	72.12
	<u>INVOICES TOTAL:</u>	<u>187.62</u>

546900-CONTINGENCIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 TEMPERATURE ENGINEERING INC	FRYER	586.00
	<u>INVOICES TOTAL:</u>	<u>586.00</u>

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 A MAESTRANZI SONS	KNIFE RENTAL/SHARPENING	17.00
1 M & M SPECIAL EVENTS CO	CHAIR TIE RENTAL	26.00
1 M & M SPECIAL EVENTS CO	CHAIR TIE/COVER RENTAL	162.00
1 MICKEY'S LINEN	LINEN SERVICES	16.39
1 MICKEY'S LINEN	LINEN SERVICES	70.95
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	75.00
	<u>INVOICES TOTAL:</u>	<u>367.34</u>

522500-EQUIPMENT RENTALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 M & M SPECIAL EVENTS CO	CHAIR/CHAIR TIE RENTAL	886.00
1 M & M SPECIAL EVENTS CO	TABLE/BAR STOOL RENTAL	493.75
	<u>INVOICES TOTAL:</u>	<u>1,379.75</u>

523100-ADVERTISING

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CHICAGO STYLE WEDDINGS	ADVERTISING/MARKETING SERVICES	1,500.00
	<u>INVOICES TOTAL:</u>	<u>1,500.00</u>

** Indicates pre-issue check.

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524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	6.30
INVOICES TOTAL:		6.30

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	26.19
INVOICES TOTAL:		26.19

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LOGSDON OFFICE SUPPLY	RECEIPT PAPER/PAPER/TAPE	56.55
INVOICES TOTAL:		56.55

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	115.50
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	103.92
1 NEW ALBERTSONS INC	FOOD PURCHASES	410.31
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE	219.03
INVOICES TOTAL:		848.76

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TEMPERATURE ENGINEERING INC	FRYER	586.00
INVOICES TOTAL:		586.00

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	285.23
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	255.00
INVOICES TOTAL:		540.23

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	204.85
1 COMCAST	VPN SERVICE	224.90
1 VISION INTERNET PROVIDERS	VLG WEBSITE ANNUAL SUBSCRIPTION	5,040.00
INVOICES TOTAL:		5,469.75

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	2016 CAPITAL BUDGET BOOKS	675.00

** Indicates pre-issue check.

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INVOICES TOTAL: 675.00

523001-PERSONNEL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	28.00
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	48.00
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	48.00
<u>INVOICES TOTAL:</u>		<u>124.00</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - JAN 2016	2,705.00
1 THYSSENKRUPP ELEVATOR CORP	SAFETY INSPECTIONS	600.00
1 UNIFIRST CORP	MATS	41.80
1 UNIFIRST CORP	MATS	41.80
<u>INVOICES TOTAL:</u>		<u>3,388.60</u>

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALL ONE	TELEPHONE BILL	2,183.99
** 1 FIRST COMMUNICATIONS LLC	P.W. TELEPHONE CIRCUIT	349.00
1 PAETEC	TELEPHONE BILL	488.28
1 VERIZON WIRELESS	WIRELESS SERVICES	1,364.87
<u>INVOICES TOTAL:</u>		<u>4,386.14</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	603.76
1 CONSTELLATION ENERGY	ELECTRIC BILL	54.70
<u>INVOICES TOTAL:</u>		<u>658.46</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	83.45
1 GREAT LAKES COCA COLA DISTRIBUTION	SOFT DRINK PURCHASE	226.80
1 WAREHOUSE DIRECT	HAND SOAP/TRASH BAGS	351.96
<u>INVOICES TOTAL:</u>		<u>662.21</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOWN & COUNTRY GARDENS	FLOWERS	74.99
<u>INVOICES TOTAL:</u>		<u>74.99</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SHI	IPAD PRO PENCIL	91.00

** Indicates pre-issue check.

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1 SHI	IPAD PRO SMART KEYBOARD	155.00
	INVOICES TOTAL:	246.00

6100-VEHICLE REPLACEMENT EXPENSES

570180-STREETS VEH REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEST SIDE TRACTOR SALES CO	WHEEL LOADER	123,968.00
	INVOICES TOTAL:	123,968.00

7000-POLICE PENSION EXPENDITURES

523001-PERSONNEL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUFFALO GROVE ORTHOPAEDIC ASSOC	MEDICAL EXAM SERVICES	1,200.00
	INVOICES TOTAL:	1,200.00

GRAND TOTAL: 465,588.05

GENERAL FUND	150,214.10
DEBT SERVICE FUND	250.00
DEVELOPER DEPOSITS FUND	72,400.00
BREWSTER CREEK TIF MUN ACCT	75.00
WATER FUND	35,180.27
SEWER FUND	54,914.18
PARKING FUND	1,967.86
GOLF FUND	9,193.26
CENTRAL SERVICES FUND	16,225.38
VEHICLE REPLACEMENT FUND	123,968.00
POLICE PENSION FUND	1,200.00
GRAND TOTAL	465,588.05



Agenda Item Executive Summary

Item Name Bluff City SSA 2015 Tax Levy Abatement Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The 2015 levy requirement in the bond ordinance is \$1,591,000. The estimated interest rate is 4.04%. Principal to be paid totals \$925,000. In addition, there is approximately \$348,369 remaining in the unlimited ad valorem tax account that can be used for next year's debt service. The end result is that the levy requirement is \$950,331.

ATTACHMENTS (PLEASE LIST)

Finance Memo 2016-01 dated January 13, 2016
Ordinance

ACTION REQUESTED


- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Ordinance Number 2016-_____ An Ordinance abating certain 2015 tax levies of the Village of Bartlett for Special Service Area Number One (Bluff City).

Staff: Jeff Martynowicz/Finance Director Date: 01/13/2016



Village of Bartlett Finance Department Memo 2016 - 01

DATE: January 13, 2016
TO: Valerie Salmons, Village Administrator
FROM: Jeff Martynowicz, Finance Director 
SUBJECT: Bluff City SSA 2015 Tax Levy Abatement

Attached is an ordinance to abate a portion of the 2015 tax levy for the Bluff City Special Service Area. In July 2004, the Village Board Adopted an ordinance for a \$16.6 million bond sale to finance public improvements in the Bluff City Industrial Park. That ordinance provided for the annual levy of taxes against property in the Special Service Area only to pay the debt service on the bonds.

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

The 2015 levy requirement in the bond ordinance is \$1,591,000. The estimated interest rate is 4.04%. Principal to be paid totals \$925,000. In addition, there is approximately \$348,369 remaining in the unlimited ad valorem tax account that can be used for next year's debt service. The end result is that the levy requirement is \$950,331. The attached abatement ordinance will reduce the 2015 levy to the required \$950,331.

MOTION: I MOVE TO APPROVE ORDINANCE 2016-_____ AN ORDINANCE ABATING CERTAIN 2015 TAX LEVIES OF THE VILLAGE OF BARTLETT FOR SPECIAL SERVICE AREA NUMBER ONE (BLUFF CITY).

ORDINANCE 2016 - _____

**AN ORDINANCE ABATING CERTAIN 2015 TAX LEVIES
OF THE VILLAGE OF BARTLETT FOR SPECIAL SERVICE
AREA NUMBER ONE (BLUFF CITY)**

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

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

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

WHEREAS Exhibit A to the Bond Order directed the County Clerk of Cook County to extend for the year 2015 a tax sufficient to produce the sum of \$1,591,000.00 for principal and interest to and including December 1, 2016 when the said payment comes due; and

WHEREAS, the President and Board of Trustees have determined that the maximum interest rate on the bonds for 2016 will be 4.04%, resulting in total debt service requirement of \$1,298,700.00 for principal and interest to and including December 1, 2016; and

WHEREAS, the President and Board of Trustees have determined that there will be on hand in the Unlimited Ad Valorem Tax Fund of the Bluff City Special Service Area funds to pay \$348,369.00 for such principal and interest when the said payment comes due;

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

SECTION ONE: That \$640,669.00 of the tax levy for 2015 in the amount of \$1,591,000.00 for principal and interest to and including December 1, 2016, set forth in Exhibit A of the Bond Order of the Village of Bartlett, be and the same is hereby abated, leaving \$950,331.00 of the tax levy for 2015 to be levied for principal and interest to and including December 1, 2016, as set forth in Exhibit A of the Bond Order.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: February 2, 2016

APPROVED: February 2, 2016

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 2016 - _____ enacted on February 2, 2016, and approved on February 2, 2016, 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 Committee or Board Board

BUDGET IMPACT			
Amount:	68,600	Budgeted	68,600
List what fund	Brewster Creek TIF Project		
EXECUTIVE SUMMARY			
Brewster Creek Public Improvements - TIF Developer Note #3, Payout #33			
ATTACHMENTS (PLEASE LIST)			
Finance Memo 2016-2, dated January 25, 2016			
Resolution			
Memorandum of Payment			
Owner's Sworn Statement			
Village Engineer letter			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution Number 2016-_____ A Resolution Approving of Disbursement Request for Payout No. 33 from the Subordinate Lien Tax Increment Revenue Note, Series 2007 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

Staff: Jeff Martynowicz/Finance Director Date: 01/25/16



**Village of Bartlett
Finance Department Memo
2016 - 2**

DATE: January 25, 2016

TO: Valerie Salmons, Village Administrator

FROM: Jeff Martynowicz, Finance Director

SUBJECT: Brewster Creek TIF Developer Note #3 Payout #33

In November 2007, the Board authorized the Village to issue Developer Note #3, not to exceed \$10,400,000 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 are a resolution and several documents to approve the 33rd development note #3 payout request for the Brewster Creek TIF development. The requested amount is \$68,600.00. The note requires the reimbursements to be in even increments of \$100. The total requested including this payout is \$7,603,600. The attachments are various documents required by the Village's redevelopment agreement. The attachments include:

1. Resolution Approving of Payment Request
2. Memorandum of Payment
3. Owner's Sworn Statement
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 2016-_____ A Resolution Approving of Disbursement Request for Payout No. 33 from the Subordinate Lien Tax Increment Revenue Note, Series 2007 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

RESOLUTION 2016- -R

A RESOLUTION APPROVING OF DISBURSEMENT REQUEST FOR PAYOUT NO. 33 FROM THE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES 2007 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 2007, in an amount not to exceed \$10,400,000 (the "Series 2007 Subordinate Note"); and

WHEREAS, ECS has delivered to the Village its thirty-third Memorandum of Payment requesting that it be reimbursed the sum of \$68,600.00 in Project Costs for Payout No. 33 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 thirty-third 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 thirty-third Memorandum of Payment request; and

WHEREAS, The Series 2007 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. 33 of Elmhurst Chicago Stone Company requesting reimbursement from the Series 2007 Subordinate Note in the sum of \$68,600.00 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 2, 2016

APPROVED: February 2, 2016

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 2016- R, enacted on February 2, 2016 and approved on February 2, 2016, as the same appeared from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

OWNER'S SWORN STATEMENT TO CHICAGO TITLE INSURANCE COMPANY

Commitment No.

Draw No. 33

State of Illinois, County of Du Page

THE AFFIANT, Kenneth J Lahner, being duly sworn on oath deposes and says that he is Vice President of Elmhurst Chicago Stone Company 400 West 1st Street, Elmhurst, IL 60126, owner for the premises in Du Page County, Illinois described on Exhibit A attached hereto

That, for the purposes of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of such persons, the amounts paid and the amount due or to become due to each.

NAME & ADDRESS	KIND OF WORK	AMT OF CONTRACT	EXTRAS TO CONTRACTS	RETENTION (INC. CURRENT)	NET OF PREVIOUS PAYMENTS	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
Bryan E. Mraz & Associates 111 East Irving Park Road Roselle, IL 60172	Legal Fees	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00
Faermark, Mindel & Williams LLC 1900 South Highland - Suite 100 Lombard, IL 60148	Legal Fees	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00
Chapman & Cutler P O Box 71291 Chicago, IL 60694	Legal Fees	\$52,000.00	\$0.00	\$0.00	\$52,000.00	\$0.00	\$0.00
Terracon Consultants, Inc 135 Ambassador Drive Naperville, IL 60540-3955	Geotechnical Exploration	\$14,863.93	\$0.00	\$0.00	\$14,863.93	\$0.00	\$0.00
Village of Bartlett West Suburban Bank	Rounding	\$289.22	\$0.00	\$0.00	\$289.22	\$0.00	\$0.00
Encap, Inc 1709 Afton Road Sycamore, IL 60178	Wetlands Management	\$223,555.21	\$0.00	\$0.00	\$223,555.21	\$0.00	\$0.00
Planning Resources, Inc 402 West Liberty Drive Wheaton, IL 60187	Wetlands Monitoring	\$70,917.03	\$0.00	\$0.00	\$70,917.03	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Spitzer Road	\$2,188.05	\$0.00	\$0.00	\$2,188.05	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bike Path	\$95,715.00	\$0.00	\$0.00	\$95,715.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Fire Station	\$16,415.90	\$0.00	\$0.00	\$16,415.90	\$0.00	\$0.00
V3 Construction 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bike Path	\$3,442.41	\$0.00	\$0.00	\$3,442.41	\$0.00	\$0.00
V3 Construction 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Grade Spitzer Road at Fire Station	\$9,741.76	\$0.00	\$0.00	\$9,741.76	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bartlett Quarry Professional Surveying	\$3,546.80	\$0.00	\$0.00	\$3,546.80	\$0.00	\$0.00
Lake County Grading Co, LLC P O Box L Libertyville, IL 60048	Lot 9E Mass Grading	\$245,943.80	\$0.00	\$0.00	\$245,943.80	\$0.00	\$0.00

NAME & ADDRESS	KIND OF WORK	AMT OF CONTRACT	EXTRAS TO CONTRACTS	RETENTION (INC. CURRENT)	NET OF PREVIOUS PAYMENTS	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Spitzer Road at Fire Station Paving	\$45,595.00	\$0.00	\$0.00	\$45,595.00	\$0.00	\$0.00
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Spitzer Road Paving	\$5,367.91	\$0.00	\$0.00	\$5,367.91	\$0.00	\$0.00
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Brewster Creek Blvd Ext	\$8,298.24	\$0.00	\$0.00	\$8,298.24	\$0.00	\$0.00
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Brewster Creek Boulevard	\$381,263.38	\$0.00	\$0.00	\$381,263.38	\$0.00	\$0.00
Fleming's Landscape 1828 Arabian Avenue Naperville, IL 60565	Dania Frontage Tree & Seed	\$1,290.00	\$0.00	\$0.00	\$1,290.00	\$0.00	\$0.00
Com Ed C/O V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Electric Service Hardt & Humbracht	\$7,127.67	\$0.00	\$0.00	\$7,127.67	\$0.00	\$0.00
Landworks, Ltd 751 S. Bolingbrook Drive Link #17 Bolingbrook, IL 60440	Minador Wetlands Mitigation	\$107,589.34	\$0.00	\$0.00	\$107,589.34	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Repair Potholes and Fire Hydrant	\$3,978.50	\$0.00	\$0.00	\$3,978.50	\$0.00	\$0.00
La Fayette Home Nursery RR 1 Box 1A La Fayette, IL 61449	Controlled Burn of Wetland Slopes	\$7,950.00	\$0.00	\$0.00	\$7,950.00	\$0.00	\$0.00
Anchor Electric 291 East St Charles Road Carol Stream, IL 60188	Humbracht Circle Ext Street Lighting	\$72,152.39	\$0.00	\$0.00	\$72,152.39	\$0.00	\$0.00
R-Mark Wildlife Mgt P O Box 3992 St Charles, IL 60174	Muskrat & Beaver Control	\$4,075.00	\$0.00	\$0.00	\$4,075.00	\$0.00	\$0.00
Pizzo and Associates, Ltd P O Box 98 136 Railroad Street Leland, IL 60531	Wetlands Management	\$153,569.10	\$0.00	\$0.00	\$153,409.36	\$0.00	\$159.74
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Respread Topsoil on Wetland Slopes	\$2,185.00	\$0.00	\$0.00	\$2,185.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Topographic Mapping	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Brewster Creek Blvd Pavement Rehab	\$41,500.00	\$0.00	\$0.00	\$41,500.00	\$0.00	\$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Surveying Consulting Services	\$25,078.00	\$0.00	\$0.00	\$25,078.00	\$0.00	\$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Wetlands Parking	\$69,425.00	\$0.00	\$0.00	\$64,525.00	\$0.00	\$4,900.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9B	\$25,000.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Neenah Grates	\$4,315.68	\$0.00	\$0.00	\$4,315.68	\$0.00	\$0.00

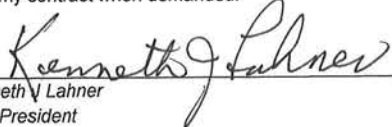
NAME & ADDRESS	KIND OF WORK	AMT OF CONTRACT	EXTRAS TO CONTRACTS	RETENTION (INC. CURRENT)	NET OF PREVIOUS PAYMENTS	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
Martam Construction 1200 Gasket Drive Elgin, IL 60120	Lot 9B Mass Grading	\$449,822.50	\$0.00	\$0.00	\$449,822.50	\$0.00	\$0.00
Martam Construction 1200 Gasket Drive Elgin, IL 60120	Lot 9B, 9G, 9H, & 9I Mass Grading	\$1,988,727.30	\$264,382.55	\$109,760.33	\$2,085,446.32	\$0.00	\$167,663.53
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	BCBP 2015 Mass Grading - Bidding, Final Engineering, Topographic Mapping for Lots 9B,9G, 9H, 9I	\$62,727.50	\$0.00	\$0.00	\$62,727.50	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Brewster Creek Lot 9 Arco Murray - Bidding	\$10,750.00	\$0.00	\$0.00	\$10,750.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Brewster Creek Lot 9 Arco Murray - Final Engineering & Topographic Mapping	\$53,897.50	\$0.00	\$0.00	\$53,897.50	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	BCBP Lot 9 MG - Construction Management	\$80,000.00	\$0.00	\$0.00	\$80,000.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Wetlands Sanitary Sewer Grading	\$33,641.75	\$0.00	\$0.00	\$33,641.75	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9 Mass Grading	\$41,701.81	\$0.00	\$0.00	\$41,701.81	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Land Planning, Engineering & Surveying Services	\$4,170.00	\$0.00	\$0.00	\$4,170.00	\$0.00	\$0.00
Terracon Consultants, Inc 135 Ambassador Drive Naperville, IL 60540-3955	Lot 9B Mass Grading- Material Testing	\$34,300.00	\$0.00	\$0.00	\$14,157.50	\$0.00	\$20,142.50
Terracon Consultants, Inc 135 Ambassador Drive Naperville, IL 60540-3955	Lots 9B, 9G, 9H & 9I Mass Grading - Material Testing	\$71,060.00	\$4,193.00	\$0.00	\$74,329.00	\$924.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9 Wetland Basin Hydrologic Study and Grading Plan	\$375,000.00	\$0.00	\$0.00	\$10,000.00	\$62,500.00	\$302,500.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9C1 Mass Grading Construction Management	\$125,000.00	\$0.00	\$0.00	\$125,000.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bike Path Design	\$21,000.00			\$19,200.00	\$0.00	\$1,800.00
Geo Services, Inc. 805 Amherst Ct, Ste 204 Naperville, IL 60565-3488	Material Testing Services	\$124,820.00	\$3,500.00	\$0.00	\$123,157.50	\$5,162.50	\$0.00
Martam Construction 1200 Gasket Drive Elgin, IL 60120	Lot 9C1 Mass Grading	\$2,976,085.75	\$227,896.30	\$291,725.72	\$2,625,531.43	\$0.00	\$578,450.62
TOTALS		\$8,177,083.43	\$499,971.85	\$401,486.05	\$7,532,852.39	\$68,586.50	\$1,075,616.39

AMOUNT OF ORIGINAL CONTRACT	\$8,177,083.43
EXTRAS TO CONTRACT	\$499,971.85
TOTAL CONTRACT AND EXTRAS	\$8,677,055.28
CREDITS TO CONTRACT	
ADJUSTED TOTAL CONTRACT	\$8,677,055.28

WORK COMPLETED TO DATE	\$8,002,924.94
LESS: 0.00% RETAINED	\$401,486.05
NET AMOUNT EARNED	\$7,601,438.89
NET PREVIOUSLY PAID	\$7,532,852.39
NET AMOUNT OF THIS PAYMENT	\$68,586.50
BALANCE TO BECOME DUE (Inc. Retent)	\$1,075,616.39

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed 100% of the cost of work completed to date.

I agree to furnish Waivers of Lien for the material under my contract when demanded.



 Kenneth J. Lahner
 Vice President

Subscribed and sworn before me this 25th day of January, 2016

The above sworn statement should be obtained by the owner before each and every payment



 Notary



January 25, 2016

Mr. Jeff Martynowicz, Director of Finance

RE: DEVELOPER NOTE # 3 MEMORANDUM
OF PAYMENT # 33 – RELATIVE TO THE
REDEVELOPMENT AND FINANCING
AGREEMENT BETWEEN THE VILLAGE
OF BARTLETT AND ELMHURST CHICAGO
STONE COMPANY

Dear Jeff:

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 # 3 Memorandum of Payment # 33 from Elmhurst Chicago Stone Company requesting payment in the amount of **\$ 68,600.00** to reimburse itself for monies spent on the project for the period of **OCTOBER 22, 2015** through **NOVEMBER 30, 2015**;
- 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 also reviewed the certification of V3 Companies, Terracon Consultants, Inc. and Geo-Services, Inc. stating that the work has been completed and materials are in place as indicated on the Developer Note # 3 Memorandum of Payment # 33. Based on periodic field observations and review of supporting documents submitted, we concur with the opinion of V3 Companies, Terracon Consultants, Inc. and Geo-Services, Inc. that the work has been completed and materials are in place as indicated in the Developer Note # 3 Memorandum of Payment # 33, covered by the dates October 22, 2015 through November 30, 2015.

Please contact our office if there are any questions.

Bartlett Village Engineer

A handwritten signature in black ink, appearing to read "Robert Allen". The signature is written in a cursive, flowing style.

Robert Allen, P.E.

cc: Todd Dowden, Finance Department
Dan Dinges, P.E., Director of Public Works
Kenneth Lahner, Elmhurst Chicago Stone Company
Bryan Mraz, Village Attorney



Agenda Item Executive Summary

Item Name Brewster Creek TIF Developer Note Committee or Board Board

BUDGET IMPACT			
Amount:	310,700	Budgeted	310,700
List what fund	Brewster Creek TIF Project		
EXECUTIVE SUMMARY			
Brewster Creek Public Improvements - TIF Developer Note #3, Payout #34			
ATTACHMENTS (PLEASE LIST)			
Finance Memo 2016-3, dated January 25, 2016 Resolution Memorandum of Payment Owner's Sworn Statement Village Engineer letter			

ACTION REQUESTED


- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution Number 2016-_____ A Resolution Approving of Disbursement Request for Payout No. 34 from the Subordinate Lien Tax Increment Revenue Note, Series 2007 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

Staff: Jeff Martynowicz/Finance Director Date: 01/25/16



**Village of Bartlett
Finance Department Memo
2016 - 3**

DATE: January 25, 2016
TO: Valerie Salmons, Village Administrator
FROM: Jeff Martynowicz, Finance Director 
SUBJECT: Brewster Creek TIF Developer Note #3 Payout #34

In November 2007, the Board authorized the Village to issue Developer Note #3, not to exceed \$10,400,000 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 are a resolution and several documents to approve the 34th development note #3 payout request for the Brewster Creek TIF development. The requested amount is \$310,700.00. The note requires the reimbursements to be in even increments of \$100. The total requested including this payout is \$7,914,300. The attachments are various documents required by the Village's redevelopment agreement. The attachments include:

1. Resolution Approving of Payment Request
2. Memorandum of Payment
3. Owner's Sworn Statement
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 2016-_____ A Resolution Approving of Disbursement Request for Payout No. 34 from the Subordinate Lien Tax Increment Revenue Note, Series 2007 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

RESOLUTION 2016- -R

A RESOLUTION APPROVING OF DISBURSEMENT REQUEST FOR PAYOUT NO. 34 FROM THE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES 2007 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 2007, in an amount not to exceed \$10,400,000 (the "Series 2007 Subordinate Note"); and

WHEREAS, ECS has delivered to the Village its thirty-fourth Memorandum of Payment requesting that it be reimbursed the sum of \$310,700.00 in Project Costs for Payout No. 34 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 thirty-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 thirty-fourth Memorandum of Payment request; and

WHEREAS, The Series 2007 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. 34 of Elmhurst Chicago Stone Company requesting reimbursement from the Series 2007 Subordinate Note in the sum of \$310,700.00 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 2, 2016

APPROVED: February 2, 2016

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2016- R, enacted on February 2, 2016 and approved on February 2, 2016, as the same appeared from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

DEVELOPER NOTE #3 MEMORANDUM OF PAYMENT NO. 34

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 \$310,700 bearing an interest rate at 9.0% per annum.

ELMHURST-CHICAGO STONE COMPANY

By: Kenneth J. Lalor

Dated: 1/25/16

DEVELOPER NOTE #3
OWNER'S SWORN STATEMENT TO CHICAGO TITLE INSURANCE COMPANY

Commitment No.

Draw No. 34

State of Illinois, County of Du Page

THE AFFIANT, Kenneth J Lahner, being duly sworn on oath deposes and says that he is Vice President of Elmhurst Chicago Stone Company 400 West 1st Street, Elmhurst, IL 60126, owner for the premises in Du Page County, Illinois described on Exhibit A attached hereto

That, for the purposes of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of such persons, the amounts paid and the amount due or to become due to each.

NAME & ADDRESS	KIND OF WORK	AMT OF CONTRACT	EXTRAS TO CONTRACTS	RETENTION (INC. CURRENT)	NET OF PREVIOUS PAYMENTS	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
Bryan E. Mraz & Associates 111 East Irving Park Road Roselle, IL 60172	Legal Fees	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00
Faermark, Mindel & Williams LLC 1900 South Highland - Suite 100 Lombard, IL 60148	Legal Fees	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00
Chapman & Cutler P O Box 71291 Chicago, IL 60694	Legal Fees	\$52,000.00	\$0.00	\$0.00	\$52,000.00	\$0.00	\$0.00
Terracon Consultants, Inc 135 Ambassador Drive Naperville, IL 60540-3955	Geotechnical Exploration	\$14,863.93	\$0.00	\$0.00	\$14,863.93	\$0.00	\$0.00
Village of Bartlett West Suburban Bank	Rounding	\$289.22	\$0.00	\$0.00	\$289.22	\$0.00	\$0.00
Encap, Inc 1709 Afton Road Sycamore, IL 60178	Wetlands Management	\$223,555.21	\$0.00	\$0.00	\$223,555.21	\$0.00	\$0.00
Planning Resources, Inc 402 West Liberty Drive Wheaton, IL 60187	Wetlands Monitoring	\$70,917.03	\$0.00	\$0.00	\$70,917.03	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Spitzer Road	\$2,188.05	\$0.00	\$0.00	\$2,188.05	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bike Path	\$95,715.00	\$0.00	\$0.00	\$95,715.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Fire Station	\$16,415.90	\$0.00	\$0.00	\$16,415.90	\$0.00	\$0.00
V3 Construction 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bike Path	\$3,442.41	\$0.00	\$0.00	\$3,442.41	\$0.00	\$0.00
V3 Construction 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Grade Spitzer Road at Fire Station	\$9,741.76	\$0.00	\$0.00	\$9,741.76	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bartlett Quarry Professional Surveying	\$3,546.80	\$0.00	\$0.00	\$3,546.80	\$0.00	\$0.00
Lake County Grading Co, LLC P O Box L Libertyville, IL 60048	Lot 9E Mass Grading	\$245,943.80	\$0.00	\$0.00	\$245,943.80	\$0.00	\$0.00

NAME & ADDRESS	KIND OF WORK	AMT OF CONTRACT	EXTRAS TO CONTRACTS	RETENTION (INC. CURRENT)	NET OF PREVIOUS PAYMENTS	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Spitzer Road at Fire Station Paving	\$45,595.00	\$0.00	\$0.00	\$45,595.00	\$0.00	\$0.00
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Spitzer Road Paving	\$5,367.91	\$0.00	\$0.00	\$5,367.91	\$0.00	\$0.00
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Brewster Creek Blvd Ext	\$8,298.24	\$0.00	\$0.00	\$8,298.24	\$0.00	\$0.00
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Brewster Creek Boulevard	\$381,263.38	\$0.00	\$0.00	\$381,263.38	\$0.00	\$0.00
Fleming's Landscape 1828 Arabian Avenue Naperville, IL 60565	Dania Frontage Tree & Seed	\$1,290.00	\$0.00	\$0.00	\$1,290.00	\$0.00	\$0.00
Com Ed C/O V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Electric Service Hardt & Humbracht	\$7,127.67	\$0.00	\$0.00	\$7,127.67	\$0.00	\$0.00
Landworks, Ltd 751 S. Bolingbrook Drive Link #17 Bolingbrook, IL 60440	Minador Wetlands Mitigation	\$107,589.34	\$0.00	\$0.00	\$107,589.34	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Repair Potholes and Fire Hydrant	\$3,978.50	\$0.00	\$0.00	\$3,978.50	\$0.00	\$0.00
La Fayette Home Nursery RR 1 Box 1A La Fayette, IL 61449	Controlled Burn of Wetland Slopes	\$7,950.00	\$0.00	\$0.00	\$7,950.00	\$0.00	\$0.00
Anchor Electric 291 East St Charles Road Carol Stream, IL 60188	Humbracht Circle Ext Street Lighting	\$72,152.39	\$0.00	\$0.00	\$72,152.39	\$0.00	\$0.00
R-Mark Wildlife Mgt P O Box 3992 St Charles, IL 60174	Muskrat & Beaver Control	\$4,075.00	\$0.00	\$0.00	\$4,075.00	\$0.00	\$0.00
Pizzo and Associates, Ltd P O Box 98 136 Railroad Street Leland, IL 60531	Wetlands Management	\$153,569.10	\$0.00	\$0.00	\$153,409.36	\$0.00	\$159.74
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Respread Topsoil on Wetland Slopes	\$2,185.00	\$0.00	\$0.00	\$2,185.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Topographic Mapping	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Brewster Creek Blvd Pavement Rehab	\$41,500.00	\$0.00	\$0.00	\$41,500.00	\$0.00	\$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Surveying Consulting Services	\$25,078.00	\$0.00	\$0.00	\$25,078.00	\$0.00	\$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Wetlands Parking	\$69,425.00	\$0.00	\$0.00	\$64,525.00	\$0.00	\$4,900.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9B	\$25,000.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Neenah Grates	\$4,315.68	\$0.00	\$0.00	\$4,315.68	\$0.00	\$0.00

NAME & ADDRESS	KIND OF WORK	AMT OF CONTRACT	EXTRAS TO CONTRACTS	RETENTION (INC. CURRENT)	NET OF PREVIOUS PAYMENTS	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
Martam Construction 1200 Gasket Drive Elgin, IL 60120	Lot 9B Mass Grading	\$449,822.50	\$0.00	\$0.00	\$449,822.50	\$0.00	\$0.00
Martam Construction 1200 Gasket Drive Elgin, IL 60120	Lot 9B, 9G, 9H, & 9I Mass Grading	\$1,988,727.30	\$264,382.55	\$109,760.33	\$2,085,446.32	\$0.00	\$167,663.53
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	BCBP 2015 Mass Grading - Bidding, Final Engineering, Topographic Mapping for Lots 9B, 9G, 9H, 9I	\$62,727.50	\$0.00	\$0.00	\$62,727.50	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Brewster Creek Lot 9 Arco Murray - Bidding	\$10,750.00	\$0.00	\$0.00	\$10,750.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Brewster Creek Lot 9 Arco Murray - Final Engineering & Topographic Mapping	\$57,211.50	\$0.00	\$0.00	\$53,897.50	\$3,314.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	BCBP Lot 9 MG - Construction Management	\$80,000.00	\$0.00	\$0.00	\$80,000.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Wetlands Sanitary Sewer Grading	\$33,641.75	\$0.00	\$0.00	\$33,641.75	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9 Mass Grading	\$41,701.81	\$0.00	\$0.00	\$41,701.81	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Land Planning, Engineering & Surveying Services	\$4,170.00	\$0.00	\$0.00	\$4,170.00	\$0.00	\$0.00
Terracon Consultants, Inc 135 Ambassador Drive Naperville, IL 60540-3955	Lot 9B Mass Grading- Material Testing	\$34,300.00	\$0.00	\$0.00	\$14,157.50	\$0.00	\$20,142.50
Terracon Consultants, Inc 135 Ambassador Drive Naperville, IL 60540-3955	Lots 9B, 9G, 9H & 9I Mass Grading - Material Testing	\$71,060.00	\$4,193.00	\$0.00	\$75,253.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9 Wetland Basin Hydrologic Study and Grading Plan	\$375,000.00	\$0.00	\$0.00	\$72,500.00	\$0.00	\$302,500.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9C1 Mass Grading Construction Management	\$125,000.00	\$0.00	\$0.00	\$125,000.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bike Path Design	\$21,000.00			\$19,200.00	\$0.00	\$1,800.00
Geo Services, Inc. 805 Amherst Ct, Ste 204 Naperville, IL 60565-3488	Material Testing Services	\$124,820.00	\$3,500.00	\$0.00	\$128,320.00	\$0.00	\$0.00
Martam Construction 1200 Gasket Drive Elgin, IL 60120	Lot 9C1 Mass Grading	\$3,087,183.05	\$111,097.30	\$154,359.15	\$2,625,531.43	\$307,292.45	\$265,456.47
TOTALS		\$8,291,494.73	\$383,172.85	\$264,119.48	\$7,601,438.89	\$310,606.45	\$762,622.24

AMOUNT OF ORIGINAL CONTRACT	\$8,291,494.73	WORK COMPLETED TO DATE	\$8,176,164.82
EXTRAS TO CONTRACT	\$383,172.85	LESS: 0.00% RETAINED	\$264,119.48
TOTAL CONTRACT AND EXTRAS	\$8,674,667.58	NET AMOUNT EARNED	\$7,912,045.34
CREDITS TO CONTRACT		NET PREVIOUSLY PAID	\$7,601,438.89
ADJUSTED TOTAL CONTRACT	\$8,674,667.58	NET AMOUNT OF THIS PAYMENT	\$310,606.45
		BALANCE TO BECOME DUE (Inc. Retenti	\$762,622.24

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed 100% of the cost of work completed to date.

I agree to furnish Waivers of Lien for the material under my contract when demanded.



 Kenneth J. Lahner
 Vice President

Subscribed and sworn before me this 25th day of January, 2016

The above sworn statement should be obtained by the owner before each and every payment



 Notary



January 25, 2016

Mr. Jeff Martynowicz, Director of Finance

RE: DEVELOPER NOTE # 3 MEMORANDUM
OF PAYMENT # 34 – RELATIVE TO THE
REDEVELOPMENT AND FINANCING
AGREEMENT BETWEEN THE VILLAGE
OF BARTLETT AND ELMHURST CHICAGO
STONE COMPANY

Dear Jeff:

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 # 3 Memorandum of Payment # 34 from Elmhurst Chicago Stone Company requesting payment in the amount of **\$ 310,700.00** to reimburse itself for monies spent on the project for the period of **NOVEMBER 1, 2015** through **DECEMBER 31, 2015**;
- 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 also reviewed the certification of V3 Companies and Martam Construction stating that the work has been completed and materials are in place as indicated on the Developer Note # 3 Memorandum of Payment # 34. Based on periodic field observations and review of supporting documents submitted, we concur with the opinion of V3 Companies and Martam Construction that the work has been completed and materials are in place as indicated in the Developer Note # 3 Memorandum of Payment # 34, covered by the dates November 1, 2015 through December 31, 2015.

Please contact our office if there are any questions.

Bartlett Village Engineer

A handwritten signature in black ink, appearing to read "Robert Allen". The signature is written in a cursive, flowing style.

Robert Allen, P.E.

cc: Todd Dowden, Finance Department
Dan Dinges, P.E., Director of Public Works
Kenneth Lahner, Elmhurst Chicago Stone Company
Bryan Mraz, Village Attorney



Agenda Item Executive Summary

Item Name Comcast Franchise Renewal Committee or Board Committee

BUDGET IMPACT

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

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.

ATTACHMENTS (PLEASE LIST)

Memo, Agreement, Resolution

MOTION: I move to approve Resolution 2016- ___A resolution approving the cable television franchise agreement between the Village of Bartlett and Comcast of Illinois XI, LLC.

ACTION REQUESTED

For Discussion Only

Resolution

Ordinance

Motion:

Staff: Scott Skrycki Date: January 18, 2015

Memorandum

To: Paula Schumacher, Assistant Village Administrator
From: Scott Skrycki, Assistant to the Village Administrator
Date: 1-19-2016
Re: Comcast Cable Franchise Agreement Renewal

Comcast is looking to renew its franchise agreement with the Village of Bartlett. 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 of 2021. The agreement was negotiated with the Metro Mayors Caucus in conjunction with the DuPage Mayors and Managers Conference as well as the Northwest Municipal Conference. 300 other municipalities in the Chicagoland area have adopted this agreement in the same form.

The agreement continues to uphold State's 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 2016- ___ A resolution approving the cable television franchise agreement between the Village of Bartlett and Comcast of Illinois XI, LLC.

RESOLUTION 2016 - _____

**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 2, 2016 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 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 2, 2016

APPROVED: February 2, 2016

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2016 - _____ enacted on February 2, 2016, and approved on February 2, 2016, 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, 2021. 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 2, 2016.

COMCAST OF ILLINOIS XI, LLC,

By: _____

Print Name: _____
Its Authorized Officer

VILLAGE OF BARTLETT,

By: _____

ATTEST:

By: _____
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, aerially 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: 2016 MFT Project Committee or Board: Village Board

BUDGET IMPACT

Amount: \$ 1,700,000.00 Budgeted \$ 1,700,000.00

List what fund: MFT Funds

EXECUTIVE SUMMARY

Enclosed is an MFT Resolution for consideration by the Village Board to direct funds for use in the 2016/2017 Street Resurfacing, Material Testing, Crack Sealing, Salt Purchase, Bridge Maintenance and the Stearns Road-Country Creek Culvert Extension Project. The attached resolution is being submitted in the amount of \$ 1,700,000.00. Any unused funds will be credited back to the MFT account for use on other projects.

ATTACHMENTS (PLEASE LIST)

Memo, Motion, IDOT Resolution

ACTION REQUESTED

For Discussion Only _____

Resolution X

Ordinance _____

Motion: I MOVE THE VILLAGE BOARD APPROVE RESOLUTION 2016_____, A RESOLUTION AUTHORIZING THE USE OF MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$1,700,000.00 FOR THE FY2016/2017 MFT PROGRAM, TO PAY FOR THE COST OF CONSTRUCTION FOR STREET RESURFACING, CRACK SEALING, SALT PURCHASE, BRIDGE MAINTENANCE AND THE STEARNS ROAD-COUNTRY CREEK CULVERT EXTENSION AND: TO AUTHORIZE THE VILLAGE CLERK TO SIGN SAID MFT RESOLUTION.

Staff: Dan Dinges Date: February 2, 2016
Director of Public Works

MEMORANDUM

To: Valerie L. Salmons, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: Resolution for the annual 2016 MFT Projects
Date: January 20, 2016

Enclosed is an MFT Resolution that needs to be adopted by the Village Board in order to use MFT funds for the annual salt purchase, street resurfacing and crack sealing program, bridge maintenance and the Stearns Rd./Country Creek culvert project. The resolution consists of the following items and amounts:

Annual Street Resurfacing and	\$ 930,000.00
Material Testing	
Crack Sealing	\$ 75,000.00
Salt Purchase	\$ 250,000.00
Bridge Maintenance	\$ 175,000.00
Stearns Rd. Country Creek Culvert	<u>\$ 270,000.00</u>
	\$ 1,700,000.00

The referenced resolution is being submitted in the amount of \$1,700,000.00 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.



BE IT RESOLVED, by the _____ PRESIDENT AND BOARD OF TRUSTEES _____ of the
(Council or President and Board of Trustees)
_____ VILLAGE _____ of _____ BARTLETT _____, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of _____ \$1,700,000.00 _____ of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from _____ JANUARY 1, 2016 _____
(Date)
to _____ DECEMBER 31, 2016 _____
(Date)

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

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

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

I, _____ LORNA GILESS _____ Clerk in and for the _____ VILLAGE _____
(City, Town or Village)
of _____ BARTLETT _____, County of _____ COOK/ DU PAGE/ KANE _____

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

the _____ PRESIDENT AND BOARD OF TRUSTEES _____ at a meeting on _____ February 2, 2016 _____
(Council or President and Board of Trustees) Date

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

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

Approved

Regional Engineer
Department of Transportation

Date

