

# **VILLAGE OF BARTLETT**

## **COMMITTEE AGENDA**

**JUNE 6, 2017**

### **PLANNING & ZONING, Chairman Hopkins**

1. Alden Estates of Bartlett

### **FINANCE & GOLF, Chairman Deyne**

1. An Ordinance providing for the issuance of not to exceed \$2,950,000 General Obligation Refunding Bonds of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said Bonds, and authorizing the sale of said Bonds to the purchaser thereof.
2. Municipal Advisory Service Agreement

### **LICENSE & ORDINANCE, Chairman Camerer**

1. Kickstand Classic II Bike Race Agreement

### **PUBLIC WORKS, Chairman Reinke**

1. ADA Transition Plan



# Agenda Item Executive Summary

Item Name Alden Estates of Bartlett Committee or Board Committee

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

The Petitioner is requesting a **Preliminary/Final PUD Plan** for the Alden Estates of Bartlett on Lot 2 of the Artis Senior Living Subdivision, located along the east side of Rt. 59, south of Apple Valley Drive. The proposed 68-78 bed skilled nursing facility would provide both short term and long term rehabilitation services at this location.

The **Plan Commission** reviewed the Petitioner's request and conducted the required public hearing at their meeting on May 11, 2017. The Commission recommended **approval** subject to the conditions and findings of fact outlined in the Staff Report.

The Petitioner is also requesting a **one (1) year extension from Section 10-9-11:A**. (*Construction in accordance with the Final Development Plan shall commence within one year*) to allow two (2) years for construction to commence from the Final Development Plan approval.

*(This request is due to the State of Illinois approvals that are required with this type of development.)*

## ATTACHMENTS (PLEASE LIST)

CD Memo, Plan Commission Minutes, Applicant Cover Letter, Application, Location Map, Subdivision Plat, Color Rendering, Preliminary/Final PUD Plan, Building Elevations, Landscape Plans, Floor Plans, Distance Map and Exhibit F to Ordinance 2015-37.

## ACTION REQUESTED

- For Discussion Only - to review the minutes of the Plan Commission meeting and forward the petition on to the Village Board for a final vote.
- Resolution
- Ordinance
- Motion

Staff: Jim Plonczynski, Com Dev Director

Date: May 26, 2017

**COMMUNITY DEVELOPMENT MEMORANDUM**

**17-102**

DATE: May 26, 2017  
TO: Paula Schumacher, Acting Village Administrator  
FROM: Jim Plonczynski, Community Development Director  
RE: **(#17-06) Alden Estates of Bartlett**

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**PETITIONER**

Randi Schullo, on behalf of Alden Realty Services, Inc.

**SUBJECT SITE**

Lot 2 of the Artis Senior Living Subdivision (East side of Rt. 59, south of Apple Valley Drive) and directly east of the Artis Memory Care Facility

**REQUESTS**

**Preliminary/Final PUD Plan**

**One Year Extension from Section 10-9-11:A.** *(Construction in accordance with the Final Development Plan shall commence within one year) to allow two (2) years for construction to commence from the Final Development Plan approval*

***This request is due to the State of Illinois approvals that are required with this type of development.***

**SURROUNDING LAND USES**

|                     | <u>Land Use</u>              | <u>Comprehensive Plan</u>                | <u>Zoning</u> |
|---------------------|------------------------------|--|---------------|
| <b>Subject Site</b> | <b>Vacant</b>                | <b>Attached Residential-High Density</b> | <b>PD</b>     |
| North               | Commercial/S.F. Residential  | Commercial/Sub. Res.                     | B-2 PUD/SR-4  |
| South               | Church                       | Institutional                            | ER-1          |
| East                | Single Family Residential    | Suburban Residential                     | SR-4          |
| West                | Memory Care Facility (Artis) | Attached Residential-High Density        | PD            |

**ZONING HISTORY**

This property was **annexed** to the Village in 1978 and zoned ER-1 (Estate Residence) by Ordinance #1978-33. A portion of the lot containing just the farm house was rezoned to the SR-2 (Suburban Residence) Zoning District in 1987. (Ordinance #1987-24). In 2001 the entire property was rezoned to the PD (Planned Development) District by Ordinance

#2001-69 which approved a high density senior housing facility (Bartlett on the Green) on the subject property. This development was never built, however the farm house and other out buildings were demolished.

In 2015, the Artis Senior Living 3-lot Subdivision, along with the PUD/Site Plan for a memory care facility on Lot 1 was approved on May 19, 2015 by Ordinance #2015-37.

## **DISCUSSION**

1. The Petitioner is requesting a **Preliminary/Final PUD Plan** review for a proposed 68-78 bed skilled nursing facility for both short term and long term rehabilitation on Lot 2 of the Artis Senior Living Subdivision. This 4.7 acre lot sits directly east of the Artis Senior Living facility currently under construction and located on Lot 1 of this subdivision.
2. The proposed 66,400 square foot building would be primarily constructed with utility face brick and cement board siding. Concrete bands, cast stone sills and natural stone would serve as accent features on the façade of the building. The 3-story facility would have an average height of 44'4", which includes a "penthouse" area on the roof for the enclosure of the roof top mechanicals.
3. A circular drop-off area, with a covered canopy, (similar to that provided by the Artis development) would be provided at the entrance to the facility. This site would also contain an outdoor courtyard located along the west side of the building which would include a patio, walking path, gazebo, waterfall feature, rain garden, decorative fencing and landscaping. This area would provide an outdoor experience, weather permitting, for the temporary residents.
4. Alden would have a maximum of 30 employees on one shift with approximately 50 employees proposed during a shift change. The number of parking spaces provided on the site would total 113, and include seven (7) accessible spaces (exceeding the 5 accessible spaces required by code). The Zoning Ordinance requires 48 parking spaces for this use. The parking proposed on the site exceeds the Zoning Ordinance requirement.
5. No changes are proposed to the existing right-in/right-out curb cut constructed along Rt. 59 as part of the subdivision. This ingress/egress would now provide access to both Lots 1 and 2 and the Petitioners are aware of the configuration of the IDOT approved curb cut. The Petitioners are, however, proposing to widen the cross access easement to provide for a lighted boulevard entryway to their lot. The Association created by the subdivision would be responsible for the maintenance of this shared drive as well as the upkeep and monitoring of the detention area contained on Lot 3.
6. According to the Village's Traffic Consultant, Coulter Transportation, the Artis Memory Care Facility was recognized as a low trip generator at the time of their review and *"of the land uses permitted by the previous ordinance, this facility (Alden) would be the most compatible with the right-in/ right-out access because they are relatively low peak hour trip generators and will have a regular user base that will be familiar*

*with, and (will know) how to compensate for, the restricted site access (i.e. no left-turns). "*

7. Minor curb line adjustments have been made to provide clear fire truck access around the site. In addition, a cross access easement has been provided on the subject property (Lot 2) granting emergency access to the fenced outdoor court yard of the Artis property (Lot 1). Emergency responders would access this courtyard at the southwest corner of Lot 2 and enter through the gate provided on site.
8. This lot contains a small wetland (0.23 acres) at the southeast corner of the property. The Petitioner will not encroach into the wetland area and the required 50 foot buffer around the wetland has been provided. The existing trees along the edge of the wetland will be preserved and the petitioner will be required to comply with all of the DuPage County regulations and permits pertaining to this wetland.
9. A landscaped berm is proposed along the north half of the east property line to provide screening for the neighboring single family properties. The berm would end just north of the wetland where the existing trees would be preserved.
10. This proposed rehabilitation facility fits within the parameters of the "Proposed Permitted Use List" of compatible uses that were deemed acceptable to the property owners (Artis) and the Village Board (see attached list – Exhibit F to Ordinance 2015-37).
11. Engineering and Landscape plans are currently being reviewed by the Staff.

### **RECOMMENDATION**

1. The Staff recommends **approval** of the Petitioner's request subject to the following conditions and findings of fact:
  - a. Village Engineer approval of the Final Engineering Plans;
  - b. Staff approval of the Landscape and Photometric Plans;
  - c. No deliveries or garbage pick-up shall occur before 8:00 a.m.
  - d. The landscaping of the Property shall be provided, planted, completed and maintained in accordance with the Landscape Plan;
  - e. Landscaping must be installed within one year of the issuance of a building permit. If landscaping cannot be installed at the time of construction, a landscape bond must be posted in the approved amount for its future installation;
  - f. Signage shall be reviewed and approved separately by the Community Development Department in accordance with the Sign Ordinance;
  - g. Building permits shall be required for all construction activities;
  - h. Findings of Fact: Planned Unit Development (Preliminary/Final)
    - i. The rehabilitation facility is in conformance with the Comprehensive Plan and the Future Land Use Plan which identifies this site for Attached Residential (high density) uses;

- ii. The rehabilitation facility is a permitted use in the PD (Planned Development) Zoning District and is a permitted use on the *Artis Senior Living Proposed Permitted Uses for Future Lot 2* List;
  - iii. The PUD development is designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected;
  - iv. The PUD development shall not substantially lessen or impede the suitability for uses and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity;
  - v. The PUD development shall include impact donations;
  - vi. Adequate utilities and drainage shall be provided for this use;
  - vii. Adequate parking and ingress and egress will be provided for this use so as to minimize traffic congestion and hazards in public streets;
  - viii. Adequate buffering and landscaping shall be provided to protect uses within the development and on surrounding properties;
  - ix. There shall be reasonable assurance that, if authorized, this facility will be completed according to an appropriate schedule and adequately maintained.
2. The **Plan Commission** reviewed the petitioner's request and conducted the public hearing at their meeting on May 11, 2017 and recommended **approval** subject to the conditions and Findings of Fact outlined in the Staff Report.
  3. Minutes from the Plan Commission meeting and additional background information are attached for your review and consideration.

rbg/attachments

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**Case # 17-06 Alden Estates of Bartlett  
Preliminary/Final PUD Plan  
PUBLIC HEARING**

**Exhibit A - Picture of Sign**

**Exhibit B - Mail Affidavit**

**Exhibit C - Notification of Publication**

**J. Lemberg** stated that this a Public Hearing and if anyone is here in the audience please complete the form and hand it into Jim at the time of the Public Hearing. **J. Lemberg** asked if the Petitioner was present. He asked to please stand and be sworn in and anyone else that will provide testimony this evening. **J. Lemberg** continued to swear in the petitioners that were present.

**R. Grill** stated this property was **annexed** to the Village in 1978 and zoned ER-1. A portion of the lot containing just the farm house was rezoned to the SR-2 (Suburban Residence) Zoning District in 1987. In 2001 the entire property was rezoned to the PD (Planned Development) District which approved a high density senior housing facility (Bartlett on the Green) on this property. This development was never built, however the farm house and other out buildings were demolished.

In 2015, the Artis Senior Living 3-lot Subdivision was approved for a memory care facility on Lot 1 and was approved on May 19, 2015.

The Petitioner is requesting a Preliminary/Final PUD Plan review for a proposed 68-bed skilled nursing facility for both short term and long term rehabilitation on Lot 2 of the Artis Senior Living Subdivision. This 4.7 acre lot sits directly east of the Artis Senior Living facility currently under construction and located on Lot 1 of this subdivision.

The proposed 66,400 square foot building would be primarily constructed with utility face brick and cement board siding. Concrete bands, cast stone sills and natural stone would serve as accent features on the façade of the building. The 3-story facility would have an average height of 44'4", which includes a "penthouse" area on the roof for the enclosure of the roof top mechanicals.

A circular drop-off area, with a covered canopy, (similar to that provided by the Artis development) would be provided at the entrance to the facility. This site would also contain an outdoor courtyard located along the west side of the building which would include a patio, walking path, gazebo, waterfall feature, rain garden, decorative fencing and landscaping. This area would provide an outdoor experience, weather permitting, for the temporary residents.

Alden would have a maximum of 30 employees on one shift with approximately 50 employees proposed during a shift change. The number of parking spaces provided on the site would total 113, and include seven (7) accessible spaces (exceeding the 5 accessible spaces required by code). The Zoning Ordinance requires 46 parking spaces for this use. The parking proposed on the site exceeds the Zoning Ordinance requirement.

No changes are proposed to the existing right-in/right-out curb cut constructed along Rt. 59 as part of the subdivision. This ingress/egress would now provide access to both Lots 1 and 2 and the Petitioners are aware of the configuration of the IDOT approved curb cut. The Petitioners are, however, proposing to widen the cross access easement to provide for a lighted boulevard entryway to their lot. The Association created by the subdivision would be responsible for the maintenance of this shared drive as well as the upkeep and monitoring of the detention area contained on Lot 3.

According to the Village's Traffic Consultant, Coulter Transportation, the Artis Memory Care Facility was recognized as a low trip generator at the time of their review and "of the land uses permitted by the previous ordinance, this facility (Alden) would be the most compatible with the right-in/ right-out access because they are relatively low peak hour trip generators and will have a regular user base that will be familiar with, and (will know) how to compensate for, the restricted site access (i.e. no left-turns on Rt. 59)."

Minor curb line adjustments have been made to provide clear fire truck access around the site. In addition, a cross access easement has been provided on the subject property (Lot 2) granting emergency access to the fenced outdoor court yard of the Artis property (Lot 1). Emergency responders would access this courtyard at the southwest corner of Lot 2 and enter through the gate provided on site.

This lot contains a small wetland at the southeast corner of the property. The Petitioner will not encroach into the wetland area and the required 50 foot buffer around the wetland has been provided. The existing trees along the edge of the wetland will be preserved and the petitioner will be required to comply with all of the DuPage County regulations and permits pertaining to this wetland. A berm would be located on the east property line to provide screening for the neighboring single family properties. The berm would end just north of the wetland where the existing trees would be preserved.

This proposed rehabilitation facility fits within the parameters of the "Proposed Permitted Use List" of compatible uses that were deemed acceptable to the property owners (Artis) and the Village Board (attached list included in packet- Exhibit F from Ordinance 2015-37.)

Engineering and Landscape plans are currently being reviewed by the Staff.

The Staff recommends approval of the Petitioner's requests/subject to the following conditions and Findings of Fact outlined in your report.

**J. Lemberg** asked if there were any comments or questions from the members or staff.

**T. Ridenour** asked **R. Grill** how wide the buffer area is on the east side to the homes. **R. Grill** stated the plans show the closest point from the building to the property line is 162 feet. The map also shows the distances from the proposed structure to the single family homes, closest to the north is 383 feet and closest to the east, 290 feet. **T. Ridenour** asked how tall the berm on the northeast corner is. **R Grill** stated its 4 feet and will have evergreens planted on top. **T. Ridenour** questioned the parking, if they know they will need 50 spaces during shift



change, why does our ordinance only require 46 parking spaces. **R. Grill** replied that the Village ordinance is outdated, and is based on the number of beds, doctors and number of employees. Based upon the current code, 46 space is the number of spaces required. **T. Ridenour** asked if there are plans to review the ordinance. **R. Grill** replied yes we do. **T. Ridenour** stated his final question and it's only out of curiosity, is Artis Memory Care and Alden related or are they totally separate. **R. Grill** stated the petitioners would like to introduce themselves and give a little background of who they are and will address any questions.

**R. Schullo** introduced herself and the newest development, Alden Estates of Bartlett, Rehabilitation and Health care. She introduced her development team. Two Architects, **R. Kim** and **M. Bailey** with Alden Design, **M. Keith** with Cemcon, **J. Schullo**, Project Manager and Attorney, S. Friedland. **R. Schullo** thanked **R. Grill** and **T. Fradin** for finding the perfect site selection for building the development. **R. Schullo** gave a quick introduction on the Alden Network, who they are and how they got started. **R. Schullo's** Dad started Alden in the 1960's starting as general contractors building schools and park districts. In 1970 they built their first skilled nursing facility on Lawrence Ave and Maine Drive in Chicago. They still own and operate that facility today. **R. Schullo** went on to say once they are in a community they are in for the long haul and are part of the community in every aspect. From 1970 until now they own and operate 36 health care facilities, mainly in Chicago and the surrounding suburbs. They have 2 in Rockford and 2 in Wisconsin. In addition to the Skilled Nursing Facility and the Licensed Facilities they have just broke ground on their 13<sup>th</sup> Independent Living Facility development. They have almost a total of 50 developments in the area. Alden is a vertically integrated company. Besides having their own architects and Alden Design team, they also have their own construction, management and development company along with a Pharmacy, Home Health, Therapy and Medical Equipment. **R. Schullo** invited anyone to tour any of the communities to get a feel for their type of development. **R. Schullo** also wanted to mention that in order to build a Skilled Nursing Facility they must apply to the Health Facility Planning Board, the same Board you need to get licensed to build a hospital or nursing home. Last year they were approved for a Certificate of Need, which are not easy to come by. The Board felt there was a need in the DuPage area and they felt Bartlett would be the place. Alden is proposed on a 4.71 acre site to be part of a senior campus with Artis Senior Living and Memory Care. Alden will complement Artis by having a Skilled Nursing Facility and being able to accommodate some of their residents if they need higher levels of care down the road. **R. Schullo** stated they are proposing to build a 68 bed state of the art skilled nursing facility, with the possibility of expanding to 78 beds at some time in the future. The facility is 3 stories, 1<sup>st</sup> floor is all of the ancillary space, therapy and offices. 2<sup>nd</sup> and 3<sup>rd</sup> floor will be for residents. **R. Schullo** asked if there were any questions.

**J. Lemberg** asked if anyone had any questions for the Petitioners.

**A. Hopkins** asked **R. Grill** if the retention pond (Wetland Area) on the east side, encroaches onto any properties on Valewood. **R. Grill** was not certain since she has not seen any maps for the single family homes. **J. Plonczynski** stated he has been on the site and it does stop at the property line. The area does fill with water, but sometimes it is totally dry. When the subdivision to the east was built, it's likely they didn't take care of the drainage on the corner

of this property. Very often you will see where a ponds internal drain doesn't drain correctly and it turns into a wetland however this one has the sanctions from the County as a wetland. It does not encroach on any of the lots. **A. Hopkins** asked if there is any worry that the lots may flood, or will the new detention pond take care of any potential flooding. **J. Plonczynski** stated it is designed for that. At this time of year, this pond will have a lot of water, later in the summer it will be dry. **A. Hopkins** asked the petitioner, with having 68 beds, are they expecting a lot of visitors, shift change with the possibility of 50 employees, will there be an issue. **R. Schullo** stated they are comfortable with the parking ratio that they have, with 113 parking spaces, everything should be fine during shift changes. **R. Grill** stated if there is an amendment made tonight to expand to 78 beds they would only require 2 extra parking spaces per our Zoning Ordinance. Staff is fine with the 113 total parking spaces for this site. **A. Hopkins** asked if there is change coming to our parking ordinance how would that reflect on what the Village ordinance is currently. **R. Grill** stated Staff would put an emphasis on the number of employees. If there are 50 employees at shift change our code doesn't address that. Staff will need to take a hard look at that. **J. Kallas** asked if there was a chance to get access into the strip mall. **R. Schullo** stated they have had contact with the dentist that is in the strip center but he was not thrilled with the idea, however they left the door open for more discussion in the future. There is a co-op of 5 owners that own that development, and it would take 2 or three of the owners to agree and get it approved. **R. Schullo** continued by saying it would not be an easy process but they left the door open to the possibility. **J. Kallas** stated wasn't the entrance and exit part of the approval? He didn't understand what the problem is with the doctor, he knew that going in. **J. Plonczynski** stated the Doctor didn't want it so he sued us, that's the reason it never got built. **J. Lemberg** had a question for **R. Grill**. In her memo she stated regarding the right-in/right-out, a regular user base that will be familiar with, and (will know) how to compensate for, the restricted site access. Does the Village have a sense of how many people will be making a U-turn at the intersection at Congress? **R. Grill** asked that the traffic consultant answer that question, **B. Coulter**. **B. Coulter** stated he is with Coulter Transportation Consulting. **B. Coulter** stated this is not a typical situation being that access is limited to right turns only. His task in reviewing this for the Village was to determine 2 things: Are the amount of trips generated by this proposal compatible with the right-in/right-out access? The study done for the applicant, showed the level of service for the right-in/right-out is good and does serve the site adequately. Since you can't make a left in/left out, you will either make either a U-turn or select a route to and from the facility that may be more convoluted than if left turns were permitted. The capacity for U-turns at Apple Valley and the Home Depot signal on Rt. 59 is adequate to accommodate the trips that are expected to make the U-turn movement. **B. Coulter** stated there are other options for visitors and employees. They may select a route to and from the site that doesn't involve U-turns. Another option is to use local streets to route around the site. **B. Coulter** stated in regards the U-turn at Congress at Rt. 59, he did not feel there would be enough room to safely make a U-turn. Perhaps the applicants' engineers can do a vehicle turning path for the U-turn movement to make sure it is physically able to accommodate a U-turn at Congress. **B. Coulter** suggested that if the exercise shows a U-turn cannot be made in a single maneuver perhaps the staffing at the site will tell people verbally or on the website that this should not be done. Or, the intersection itself would be signed for no U-turn. **B. Coulter** recommended testing the U-turn by using the standard auto

turn template to analyze turning movements on highways and parking lots. If it doesn't work its either signed as no U-turn at that location and/or instruct the owners to clearly convey in there verbal directions to potential visitors or staff as well as their website directions to advise that a U-turn is not permitted at that location. **J. Kallas** asked what the estimated number of people using Apple Valley to Valewood to turn around and come back out. **B. Coulter** stated it was hard to estimate since this is a very unusual site. The access is limited to one single right-in/right-out only driveway. It's possible some staff may use this on a regular basis and some staff and visitors during peak hours. **B. Coulter** stated he was also thinking about the person making an illegal left turn in or out. There is a place for them to pull out of the way of through traffic onto the median that is designed for that. **B. Coulter** believes that IDOT is leaving the median as it exists.

**J. Lemberg** asked if anyone else had any questions or comments.

**M. Hopkins** asked if there would be a generator on the project, where is it located on the site. Also, some details on it as to when it is exercised and if there is a sound muffling package. **M. Bailey** 910 Pecos Lane, Mt. Prospect, stated the generator will be screened by a brick wall with a level 2 sound enclosure, that is the greatest level that can be purchased. A Diesel generator required by code, 300 plus gallons of gas that is required for a 24 hour run time by the Illinois Department of Health. It is exercised once a week. **M. Hopkins** asked what time of day will this happen. **M. Bailey** stated this can be programmed, but it's usually around 10:00 AM. **M. Hopkins** stated Staff certainly doesn't want the generator exercised any time before 8:00 AM which is the condition for deliveries. **M. Bailey** stated it is definitely after the morning hours such that it doesn't disturb people too early in the morning. **M. Hopkins** stated this is a beautiful project and we need to look at the impact this has on the neighbors, and thanked everyone for answering his questions.

**J. Lemberg** asked if Staff had any questions or comments. No one responded. He then opened up this portion of the meeting to the Public.

**J. Lemberg** asked if anyone else had any questions or comments. No one responded. He then closed the Public Hearing portion of the meeting.

**J. Kallas** stated let's see how many people come in after this meeting to complain.

**J. Lemberg** combined the preliminary and final in the same vote. Motion to approve the Petitioners request subject to the conditions and Findings of Fact outlined in the Staff Report.

**Motion: J. Kallas**

**Second: J. Miaso**

### Roll Call

**Ayes: J. Miaso, D. Negele, A. Hopkins, J. Kallas, T. Connor, M. Hopkins and T. Ridenour**

**Nays: None**

**Motion Carried**



**Alden Realty Services, Inc.**

*Development and Management of Real Estate*

March 1, 2017

Village President Kevin Wallace and  
Board of Trustees  
Village of Bartlett  
228 South Main Street  
Bartlett, Illinois 60103

Re: Estates of Bartlett  
Case #17-  
Final PUD Plan/Site Plan for Lot 2 of Artis Senior Living of Bartlett Subdivision  
CEMCON, Ltd. Job Number: 904.197

Dear President Wallace and Board of Trustees:

Alden Bartlett, LLC is the applicant for the above-referenced application. We are seeking to redevelop a 4.71 acre parcel as a three-story skilled nursery facility.

We request the Village Board's consideration of our Final PUD Site Plan for Lot 2 at both the Committee of the Whole meeting and Plan Commission. Should you have any further questions please contact me at [randi.schullo@thealdennetwork.com](mailto:randi.schullo@thealdennetwork.com).

Respectfully,

Randi Schullo

Manager, Alden Bartlett, LLC

RECEIVED  
COMMUNITY DEVELOPMENT

MAR 02 2017



# VILLAGE OF BARTLETT DEVELOPMENT APPLICATION

For Office Use Only  
Case # 17-06  
  
RECEIVED  
COMMUNITY DEVELOPMENT  
MAR 02 2017  
  
VILLAGE OF  
BARTLETT

PROJECT NAME Alden Estates of Bartlett

**PETITIONER INFORMATION (PRIMARY CONTACT)**

Name: Randi Schullo, Alden Realty Services, Inc.

Street Address: 4200 W. Peterson Ave.

City, State: Chicago, IL

Zip Code: 60614

Email Address: randi.schullo@thealdennetwork.com

Phone Number: 773-286-3030

Preferred Method to be contacted: Email

**PROPERTY OWNER INFORMATION**

Name: Artis Senior Living of Bartlett, LLC

Street Address: 1651 Old Meadow Road, #100

City, State: McLean, Virginia

Zip Code: 22102

Phone Number: (703) 470-4446

OWNER'S SIGNATURE: [Signature] DAY HICKS

Date: 2/27/2017

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

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

- Annexation
  - PUD (preliminary)
  - PUD (final)
  - Subdivision (preliminary)
  - Subdivision (final)
  - Site Plan (please describe use: commercial, industrial, square footage): 68 Bed Skilled Nursing Facility
  - Unified Business Center Sign Plan
  - Other (please describe) Easement Plat
- Text Amendment
  - Rezoning See Dropdown to See Dropdown
  - Special Use for: \_\_\_\_\_
  - Variation: \_\_\_\_\_

**SIGN PLAN REQUIRED?** No

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

**PROPERTY INFORMATION**

**Common Address/General Location of Property:** Vacant Lot 2 - Near Apple Valley and IL-59

**Property Index Number ("Tax PIN"/"Parcel ID"):** 01-09-205-034

**Zoning:** Existing: PD  
(Refer to Official Zoning Map)

**Land Use:** Existing: Vacant

Proposed: PD

Proposed: Institutional/Municipal

**Comprehensive Plan Designation for this Property:** Attached Residential- High Densi  
(Refer to Future Land Use Map)

**Acreage:** 4.71

**For PUD's and Subdivisions:**

No. of Lots/Units: 1

Minimum Lot: Area \_\_\_\_\_ Width \_\_\_\_\_ Depth \_\_\_\_\_

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

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

**Attorney** Steven D. Friedland - Applegate & Thorne-Thomsen  
440 S. LaSalle Street, Suite 1900, Chicago, IL 60661  
sfriedland@att-law.com - 312-491-2207

**Engineer** Mike Keith - CEMCON, Ltd.  
2280 White Oak Cir #100, Aurora, IL 60502  
michael.keith@cemcon.com - 630-862-2100

**Other**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## FINDINGS OF FACT FOR PLANNED UNIT DEVELOPMENTS

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

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

1. The proposed Planned Unit Development is desirable to provide a mix of uses which are in the interest of public convenience and will contribute to the general welfare of the community.

Yes - Our development of a skilled nursing facility will provide a service that is not currently within the community of Bartlett and will be an asset to the general welfare of the community and provide high quality service to residents of the area and surrounding community.

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

Correct. This development will NOT be detrimental to any health, safety, moral, or general welfare of persons residing in or around our property. We will provide a high-quality building, with attractive architecture, and landscaping.

3. The Planned Unit Development shall conform to the regulations and conditions specified in the Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.

Yes. This development will conform to all regulations and conditions.

4. The proposed uses conform to the Comprehensive Plan and the general planning policies of the Village for this parcel.

Yes. Within the challenges and opportunities section of the Comprehensive Plan, a goal is to "provide access to quality education, jobs, health care, cultural and social amenities... for all residents". Alden Estates of Bartlett will undoubtedly bring quality jobs and health care services to the community, thus boosting both the economic and general health of the community.

5. Each of the proposed uses is a permitted or special use in the district or districts in which the Planned Unit Development would be located.

Yes - Our proposed skilled nursing use is a permitted use within the district of our parcel.

6. The Planned Unit Development is designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected.

Alden takes great pride in the development and operation of our facilities. Please reference our submitted drawings which shows how we will provide landscaping and fencing with attractive architecture. We will also generate minimal traffic as none of our residents drive. We believe that the proposed design will be a great addition to the community, and will be operated/maintained in a manner that will promote public health, safety and welfare.

7. It shall not substantially lessen or impede the suitability for permitted use and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity.

The site has commercial uses to the north, a church to the south, multifamily to the east, an assisted memory care facility to the west. A high-quality skilled nursing facility which will generate little traffic, will not be injurious to the use and enjoyment of, nor impair the value of, other properties in the area. Our proposed development will provide a need to the community of Bartlett. The skilled nursing facility will be a complimentary use to neighboring uses.



8. Impact donations shall be paid to the Village in accordance with all applicable Village ordinances in effect at the time of approval.

Yes - The applicant agrees to be subject to Village ordinances at time of approval.

9. The plans provide adequate utilities, drainage and other necessary facilities.

Yes - Please reference our submitted plans. The development is designed to provide adequate utilities, drainage, and other necessary facilities for the skilled nursing facility.

10. The plans provide adequate parking and ingress and egress and are so designed as to minimize traffic congestion and hazards in the public streets.

The residents of this facility typically do not drive. The 118 proposed spaces are more than adequate to meet the parking demands for the employee and visitors. Adequate ingress and egress are being provided with an existing entrance provided by the development to the west, along with widening of the access road to provide a better entrance.

11. The plans have adequate site area, which area may be greater than the minimum in the district in which the proposed site is located, and other buffering features to protect uses within the development and on surrounding properties.

Yes. Please reference the submitted drawings/plans. There will be adequate site area for the development that will meet all Village's regulations and expectations. In addition, the development is designed with adequate setbacks from the property lines and surrounding properties.

12. There is reasonable assurance that, if authorized, the PUD will be completed according to schedule and adequately maintained.

Yes. Alden has a long and successful history of developing similar projects. We have consistently met all expectations in developing projects on time. We have currently developed 47 Alden facilities (36 health care facilities and 11 independent senior living communities). All have been completed on time, and have been successfully maintained over the past 46 years.

**ACKNOWLEDGEMENT**

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

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

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

SIGNATURE OF PETITIONER: 

PRINT NAME: Randi Schullo

DATE: 3/1/2017

**REIMBURSEMENT OF CONSULTANT FEES AGREEMENT**

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

NAME OF PERSON TO BE BILLED: Alden Bartlett, LLC

ADDRESS: 4200 W. Peterson Ave.  
Chicago, IL, 60646

PHONE NUMBER: 773 - 286- 3030

EMAIL: randi.schullo@thealdennetwork.com

SIGNATURE: 

DATE: 3/1/2017

# ZONING/LOCATION MAP

Alden Estates of Bartlett

Case #17-06 - Preliminary/Final PUD Plan

PIN: 01-09-205-034



# FINAL PLAT OF SUBDIVISION FOR ARTIS SENIOR LIVING OF BARTLETT

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

THIS PLAT WAS SUBMITTED TO THE COUNTY  
RECORDER FOR THE PURPOSES OF RECORDING BY:  
  
(PRINT NAME)  
  
(ADDRESS)  
  
(ZIP CODE) (STATE) (CITY/TOWNSHIP)

**ACCESS CONTROL COVENANT**  
THERE SHALL BE AT THE MOST ONE RESTRICTED  
(RIGHT-IN/RIGHT-OUT) ACCESS DRIVEWAY TO E.  
ROUTE 59 FROM LOT 1. THERE SHALL BE NO  
VEHICULAR ACCESS TO E. ROUTE 59 FROM LOT 3  
WHICH LOT 2 IS DEVELOPED. THE DEPARTMENT WILL  
NOT PERMIT MODIFICATIONS TO THE RESTRICTED  
ACCESS DRIVEWAY TO E. ROUTE 59 FROM LOT 1  
AS NOTED HEREON.

### ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS  
DEPARTMENT OF TRANSPORTATION WITH RESPECT TO  
ROADWAY ACCESS PURSUANT TO ARTICLE 2 OF "AN ACT  
TO REVISE THE LAW IN RELATION TO PLATS", AS  
AMENDED. A PLAN THAT MEETS THE DEPARTMENT'S  
"POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE  
HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

DISTRICT ENGINEER DATE

### COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)  
SS  
COUNTY OF DUPAGE)

I, \_\_\_\_\_, COUNTY CLERK OF  
\_\_\_\_\_ COUNTY, ILLINOIS, DO HEREBY  
CERTIFY THAT THERE ARE NO DELINQUENT GENERAL  
TAXES, NO UNPAID CURRENT GENERAL TAXES, NO  
UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX  
SALES AGAINST ANY OF THE LAND INCLUDED IN THE  
SUBJECT PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL  
STATUTORY FEES IN CONNECTION WITH THE SUBJECT  
PLAT.

GIVEN UNDER MY HAND AND SEAL AT \_\_\_\_\_  
\_\_\_\_\_ COUNTY, ILLINOIS THIS \_\_\_\_\_ DAY OF  
2015.

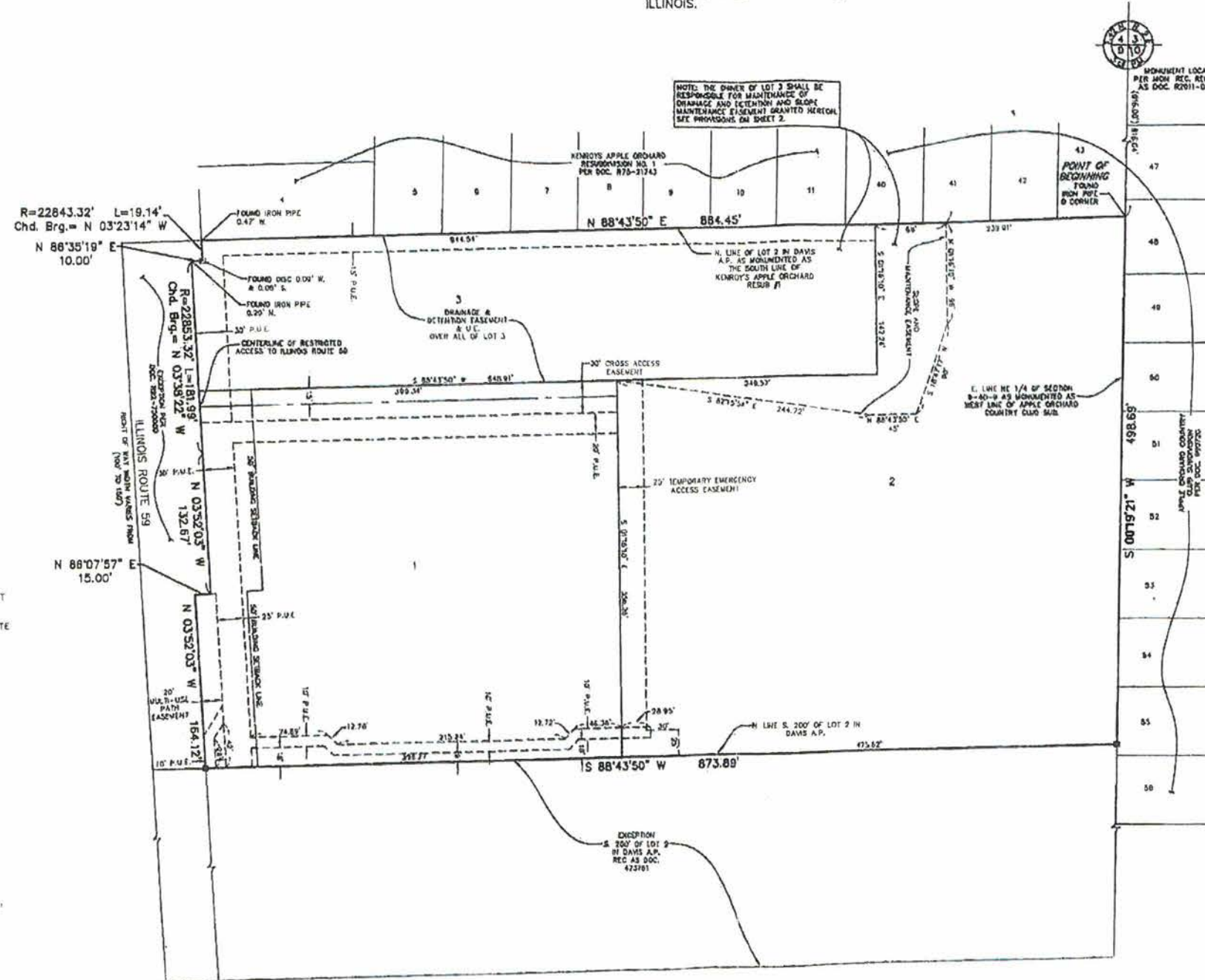
BY: \_\_\_\_\_  
COUNTY CLERK

### RECORDER'S CERTIFICATE

STATE OF ILLINOIS)  
SS  
COUNTY OF DUPAGE)

THIS INSTRUMENT WAS FILED FOR RECORD IN THE  
RECORDER'S OFFICE OF \_\_\_\_\_ COUNTY,  
ILLINOIS, THIS DAY OF \_\_\_\_\_ 2015 AT \_\_\_\_\_ O'CLOCK  
\_\_\_\_\_ M. AND RECORDED IN MAP BOOK \_\_\_\_\_, PAGE  
\_\_\_\_\_, AS DOCUMENT NO. \_\_\_\_\_.

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



MONUMENT LOCATION  
PER MON. REC. RECORDED  
AS DOC. R2011-036552

**NOTES**  
3/4 INCH IRON PIPE SET AT ALL LOT CORNERS  
AND POINTS OF CURVATURE UNLESS OTHERWISE  
NOTED.  
ALL MEASUREMENTS ARE SHOWN IN FEET AND  
DECIMAL PARTS THEREOF.  
DIMENSIONS SHOWN ALONG CURVES ARE ARC  
DISTANCES.  
DIMENSIONS ENCLOSED WITH ( ) ARE RECORD  
DATA. ALL OTHER DIMENSIONS ARE MEASURED.  
ALL EASEMENTS ARE HEREBY GRANTED UNLESS  
OTHERWISE NOTED.  
P.U.C. - INDICATES PUBLIC UTILITY AND  
DRAINAGE EASEMENT HEREBY GRANTED.  
SEE PROVISIONS FOR DETAILS.  
U.E. - INDICATES UTILITY EASEMENT HEREBY  
GRANTED. SEE PROVISIONS FOR DETAILS.  
D.C. BEARS SHOWN ARE BASED UPON THE  
NORTH LINE OF SUBDIVISION BEING N 88°43'50" E  
(ASSUMED).  
RIGHT OF WAY WIDTHS FOR ILLINOIS ROUTE 59 PER  
DATE FROM DUPAGE COUNTY GIS WEBSITE.

50 25 0 50  
SCALE: 1 INCH = 50 FEET

**TOTAL AREA OF SUBDIVISION**  
10.088 ACRES  
(MORE OR LESS)

**PARCEL INDEX NUMBER**  
01-03-205-02B & 03D

**LEGEND**  
- SUBDIVISION BOUNDARY LINE  
(Heavy Solid Line)  
- LOT LINE/PROPERTY LINE  
(Solid Line)  
- ADJACENT LOT LINE/PROPERTY LINE  
(Light Solid Line)  
- EASEMENT LINE/SHAPE OF EASEMENT  
(Short Dashed Lines)  
- CENTERLINE  
(Single Dashed Lines)  
□ - FOUND CONCRETE MONUMENT  
■ - SET CONCRETE MONUMENT

**AREA SUMMARY**  
LOT 1 = 3.257 Ac.  
LOT 2 = 4.707 Ac.  
LOT 3 = 2.124 Ac.  
TOTAL = 10.088 Ac.  
(More or Less)

PREPARED FOR:  
ARTIS SENIOR LIVING  
1651 OLD MEADOW ROAD, SUITE 100  
MCLEAN, VIRGINIA, 22102  
(703) 281-0758

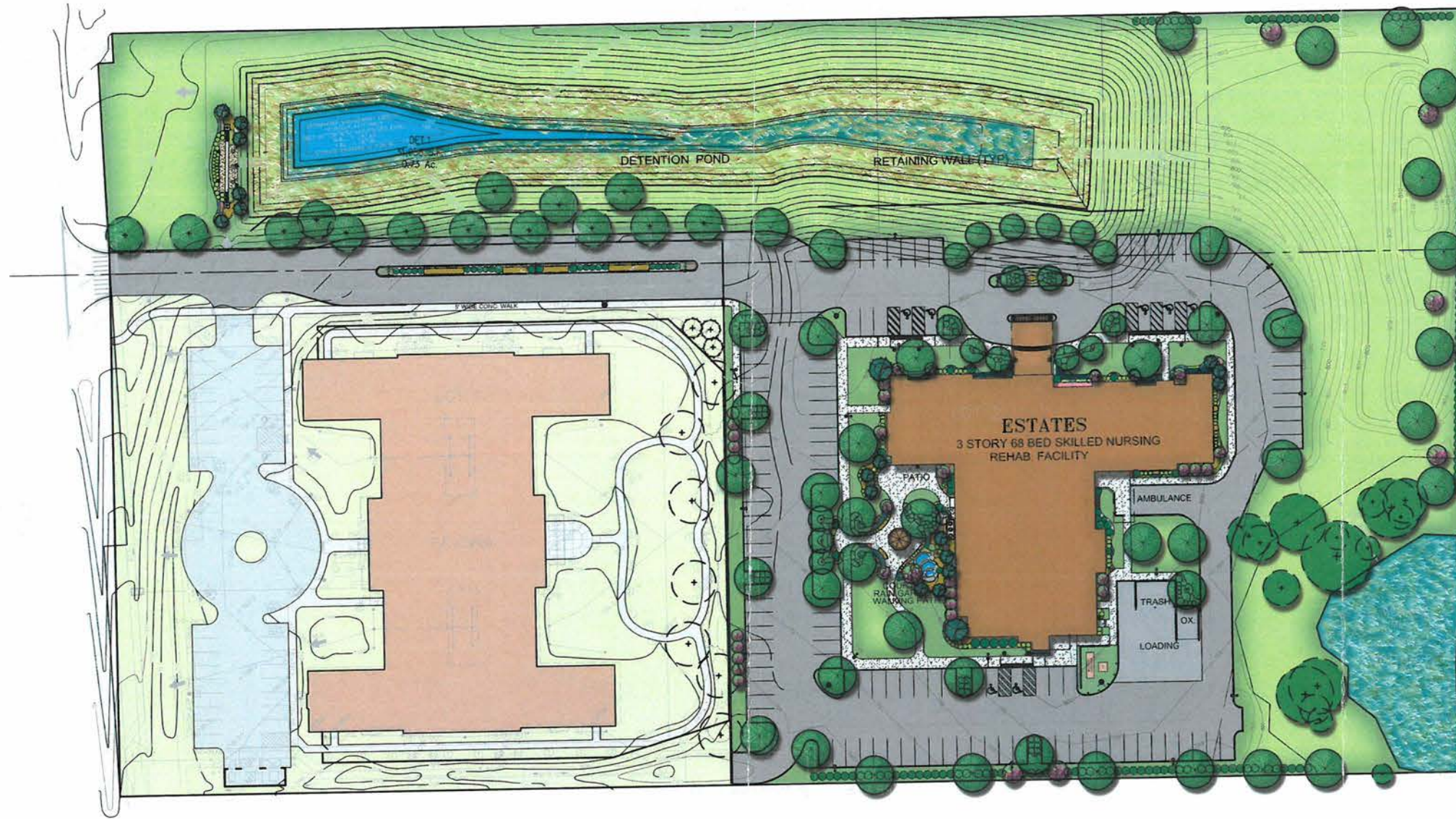
PREPARED BY:  
**CEMCON, Ltd.**  
Consulting Engineers, Land Surveyors & Planners  
2280 White Oak Circle, Suite 100 Aurora, Illinois  
60502-9675 PH: 630.862.2100 FAX: 630.862.2199  
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 815001 FILE NAME: SUBPLAT  
DRAWN BY: TL FLD, BK. / PG. NO.: 758  
COMPLETION DATE: 1-8-15 JOB NO.: 815.001  
PROJECT REFERENCE:  
REVISED 2-19-15/TL PER REVIEW LETTER DATED 2-15-15  
REVISED 3-5-15/TL LIMITS OF LOTS 2 & 3 AREA ETC.  
REVISED 3-11-15/TL PER REVIEW LETTER DATED 3-10-15  
REVISED 4-2-15/TL ADDITIONAL EASEMENTS  
REVISED 4-7-15/TL ADD PRIVATE SLOPE & MAINTENANCE EASEMENT  
REVISED 4-28-15/TL ACCESS CONTROL COVENANT  
REVISED 5-5-15/TL PER REVIEW LETTER DATED 4-30-15

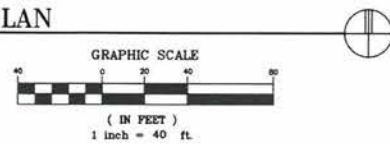
SUBDIVISION PLAT

# ALDEN ESTATES of BARTLETT

BARTLETT, ILLINOIS



PROPOSED SITE PLAN  
SCALE: 1"=40'



SITE DATA LOT 2 (ESTATES)

|  |  |
|--|--|
| ZONING:                                | PUD  |
| SITE AREA:                             | 4.7 ACRES                                    |
| BLDG. HEIGHT                           | 40'-8" +/- (MID ROOF)                        |
| BLDG. AREA (SKILLED NURSING & REHAB)   |  |
| 3 STORY 68 BED SKILLED NURSING & REHAB | AREA   |
| FIRST FLOOR:                           | 22,800 SF +/-                                |
| SECOND FLOOR:                          | 20,800 SF +/-                                |
| THIRD FLOOR:                           | 20,800 SF +/-                                |
| PENTHOUSE                              | 2,000 SF +/-                                 |
| TOTAL BLDG. AREA                       | 66,400 SF +/-                                |
| TOTAL PARKING:                         | (111) 9'X19' STD. (7) 16'X19' HC TOTAL (118) |

RECEIVED  
COMMUNITY DEVELOPMENT

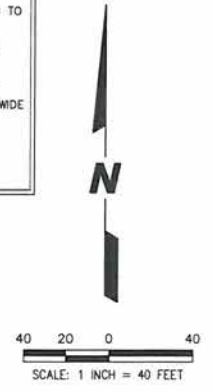
MAR 02 2017

VILLAGE OF  
BARTLETT

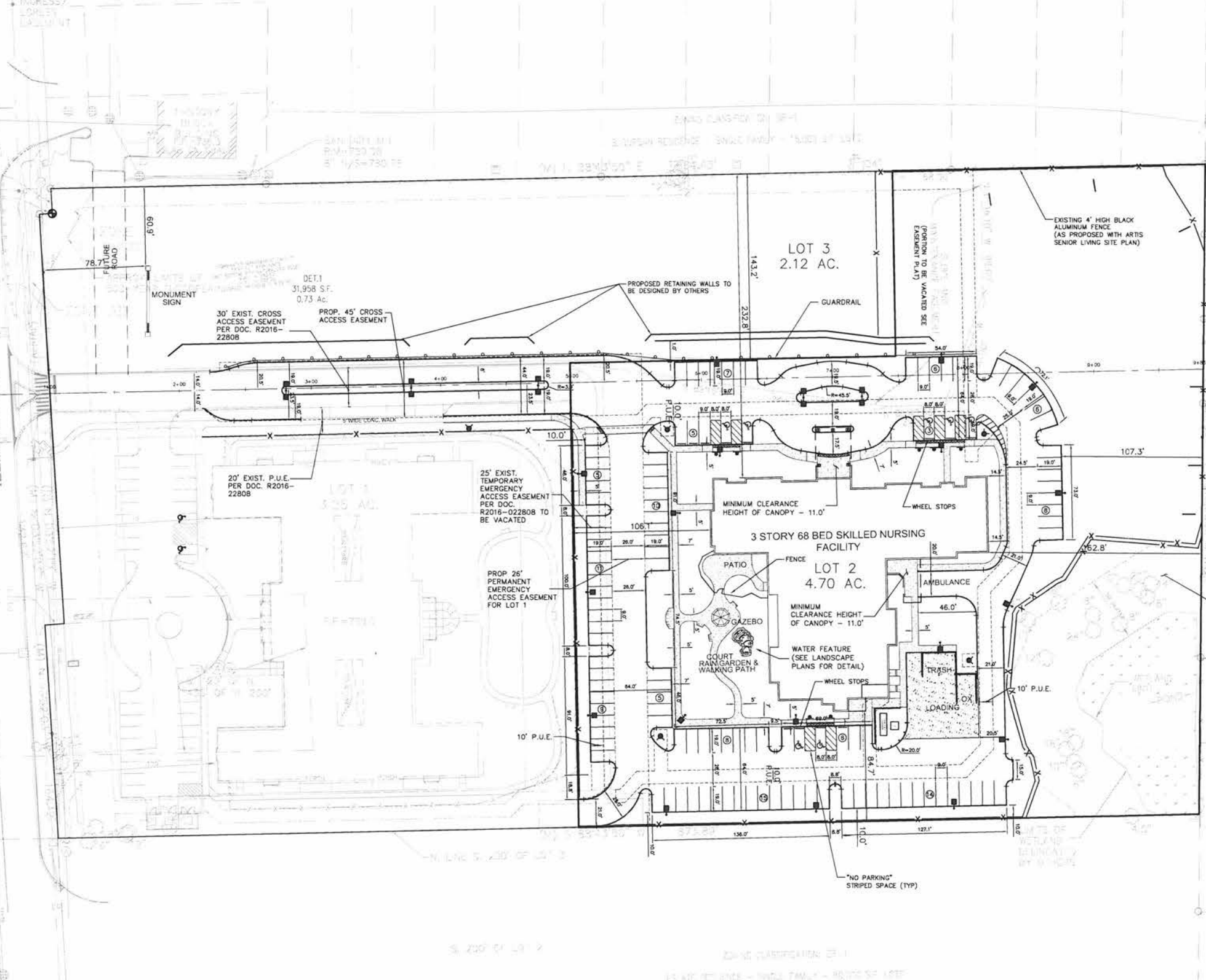
**ADG** ALDEN DESIGN GROUP, INC.  
ARCHITECTS  
4200 W. Peterson Ave. Phone: 773-286-1546  
Chicago, IL 60646 Fax: 773-286-1562

# FINAL SITE PLAN/P.U.D. PLAN FOR **ESTATES OF BARTLETT**

- CURB DIMENSION NOTES**
1. ALL CURB DIMENSIONS ARE BACK OF CURB TO BACK OF CURB.
  2. CURB ALONG BUILDINGS DIMENSIONED FROM BACK OF CURB TO FACE OF BUILDING.
  3. ALL RADI ARE 4.0' TO THE BACK OF CURB UNLESS NOTED OTHERWISE.
  4. ALL PARKING STALLS ADJACENT TO ISLANDS ARE 9.5' WIDE (BACK OF CURB TO STRIPE), ALL OTHER STALLS ARE 9.0' WIDE (STRIPE TO STRIPE) (TYP.) UNLESS OTHERWISE NOTED.
  5. ALL "ADA" PARKING STALLS INCLUDING STRIP-OUT AREA, ADJACENT TO ISLANDS ARE 18.5' WIDE, ALL OTHER "ADA" STALLS ARE 18.0' WIDE (TYP.).



**LOCATION MAP**



- PARKING COMPUTATIONS:**
- REQUIRED PARKING:**  
 1 SPACE FOR 5 BEDS  
 +1 SPACE FOR 2 EMPLOYEES  
 +1 SPACE FOR EACH DOCTOR
- 68 BEDS = 14 SPACES  
 50 EMPLOYEES\* = 25 SPACES  
 2 DOCTORS = 2 SPACES  
 41 SPACES  
 +23 SPACES DISPLACED FROM ARTIS SENIOR LIVING SITE PLAN  
 46 SPACES REQUIRED  
 (2 HANDICAP SPACES)
- \*TOTAL POSSIBLE NUMBER OF EMPLOYEES AT SHIFT CHANGE
- PROVIDED PARKING:**  
 118 SPACES  
 (7 VAN ACCESSIBLE HANDICAP SPACES)  
 (5 HANDICAP SPACES REQUIRED WITH 118 SPACES)
- PROPOSED SETBACK:**  
 PARKING = 10' MINIMUM  
 BUILDING = 84' MINIMUM
- FLOOR AREA RATIO (FAR):**  
 SITE AREA = 4.71 AC.  
 BUILDING AREA = 64,400 SQ. FT.  
 FAR = 0.32

**RECEIVED  
COMMUNITY DEVELOPMENT  
MAY 22 2017  
VILLAGE OF  
BARTLETT**

**LEGEND**

| PROPOSED | DESCRIPTION  |
|----------|--------------|
|          | FIRE HYDRANT |
|          | LIGHT POLE   |
|          | CONCRETE     |

PREPARED FOR:  
 ESTATES OF BARTLETT, LLC  
 4200 WEST PETERSON AVENUE  
 CHICAGO, ILLINOIS 60646  
 (773) 724-6326

PREPARED BY:  
**CEMCON, Ltd.**  
 Consulting Engineers, Land Surveyors & Planners  
 2280 White Oak Circle, Suite 100  
 Aurora, Illinois 60502-9675  
 PH: 630.862.2100 FAX: 630.862.2199  
 E-Mail: codd@cemcon.com Website: www.cemcon.com

DISC NO.: 904197 FILE NAME: PROVER  
 DRAWN BY: KMS FLD. BK. / PG. NO.: -----  
 COMPLETION DATE: 02-28-2017 JOB NO.: 904.197  
 XREF: SPLICETOPO PROJECT MANAGER: KTS  
 REV: 04-04-17/KMS  
 REV: 05-11-17/BCD



3 EAST ELEVATION  
SCALE: 3/32"=1'-0"

RECEIVED  
COMMUNITY DEVELOPMENT  
APR 28 2017  
VILLAGE OF  
BARTLETT

ALDEN ESTATES of BARTLETT  
BARTLETT  
ILLINOIS

ADG ALDEN DESIGN GROUP, INC.  
ARCHITECTS  
4200 W. Peterson Ave.  
Chicago, IL 60646  
Phone: 773-286-1546  
Fax: 773-286-1562

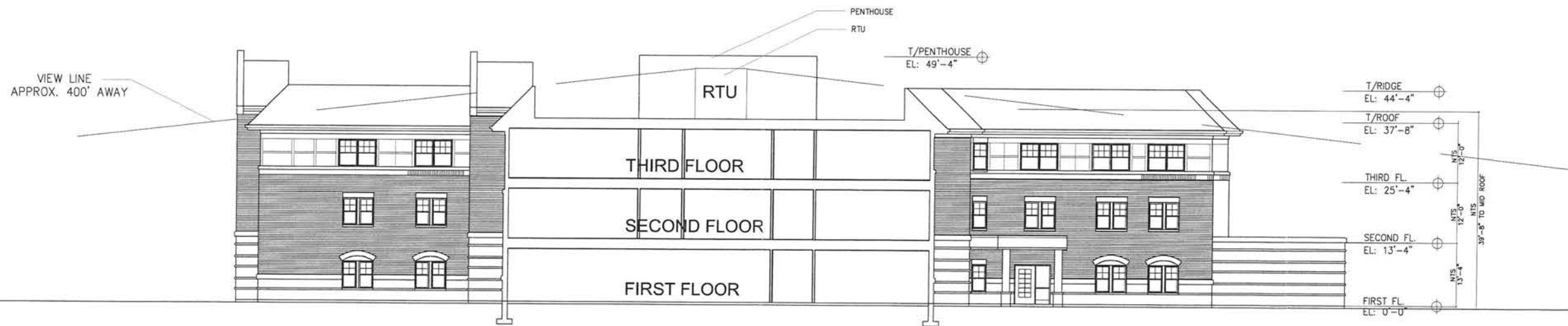
Date: 3-1-17  
Job:  
Drawn: R.K.

Sheet  
A-2

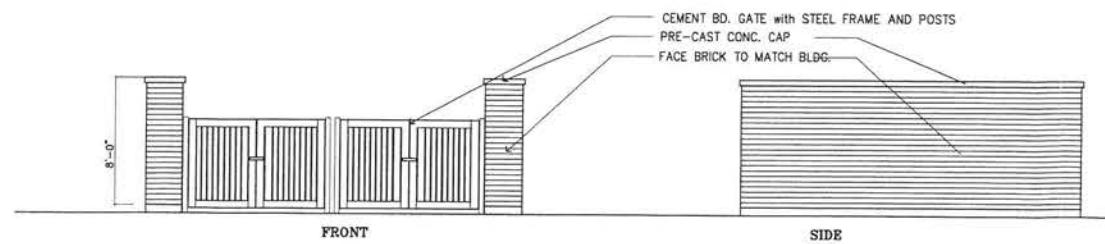




1 SOUTH ELEVATION  
SCALE: 3/32"=1'-0"



2 SOUTH ELEVATION AND BUILDING SECTION  
SCALE: 3/32"=1'-0"



3 TRASH & OXYGEN ENCLOSURE (emergency generator screen wall sim.)  
SCALE: 3/16"=1'-0"

RECEIVED  
COMMUNITY DEVELOPMENT  
APR 28 2017  
VILLAGE OF  
BARTLETT

ILLINOIS  
 ALDEN ESTATES of BARTLETT  
 BARTLETT  
 ADG ALDEN DESIGN GROUP, INC.  
 ARCHITECTS  
 4200 W. Peterson Ave.  
 Chicago, IL 60646  
 Phone: 773-286-1546  
 Fax: 773-286-1562

Date: 3-1-17  
Job:  
Drawn: R.K.

Sheet

A-3



1 NORTH ELEVATION (FRONT VIEW)  
SCALE: 3/32"=1'-0"



2 WEST ELEVATION (SIDE VIEW)  
SCALE: 3/32"=1'-0"



3 EAST ELEVATION  
SCALE: 3/32"=1'-0"

ILLINOIS  
ALDEN ESTATES of BARTLETT  
BARTLETT

RECEIVED  
COMMUNITY DEVELOPMENT  
APR 28 2011  
VILLAGE OF  
BARTLETT

ADG ALDEN DESIGN GROUP, INC.  
ARCHITECTS  
4000 W. Peterson Ave  
Chicago, IL 60648  
Phone: 773-286-1546  
Fax: 773-286-1562

Date: . . .  
Job: . . .  
Drawn: R.K.

Sheet  
**A-4**

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REVISIONS table with columns for revision number, description, and date.

ALDEN ESTATES OF BARTLETT REHABILITATION AND HEALTH CARE FACILITY

RECEIVED COMMUNITY DEVELOPMENT MAY 22 2017 VILLAGE OF BARTLETT

PREPARED FOR: ADG ALDEN DESIGN GROUP, INC.

IRG Ives/Ryan Group, Inc. 324 EISENHOWER LANE N. Lombard, IL 60148 PHONE: 630.717.0726

LANDSCAPE PLAN

PROJECT NO.: JOB NO.: L2916 8922A DATE: 02/27/17 SCALE: 1"=20' PLANNER: JMR DRAWN BY: RM CHECKED: SHEET L-1

PLANT LIST table with columns: KEY, QTY, BOTANICAL NAME, COMMON NAME, SIZE, TYPE.

PLANT LIST table (continued) with columns: KEY, QTY, BOTANICAL NAME, COMMON NAME, SIZE, TYPE.

PLANT LIST table (continued) with columns: KEY, QTY, BOTANICAL NAME, COMMON NAME, SIZE, TYPE.

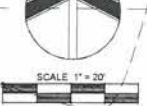
PLANT LIST table (continued) with columns: KEY, QTY, BOTANICAL NAME, COMMON NAME, SIZE, TYPE.

PLANT LIST table (continued) with columns: KEY, QTY, BOTANICAL NAME, COMMON NAME, SIZE, TYPE.

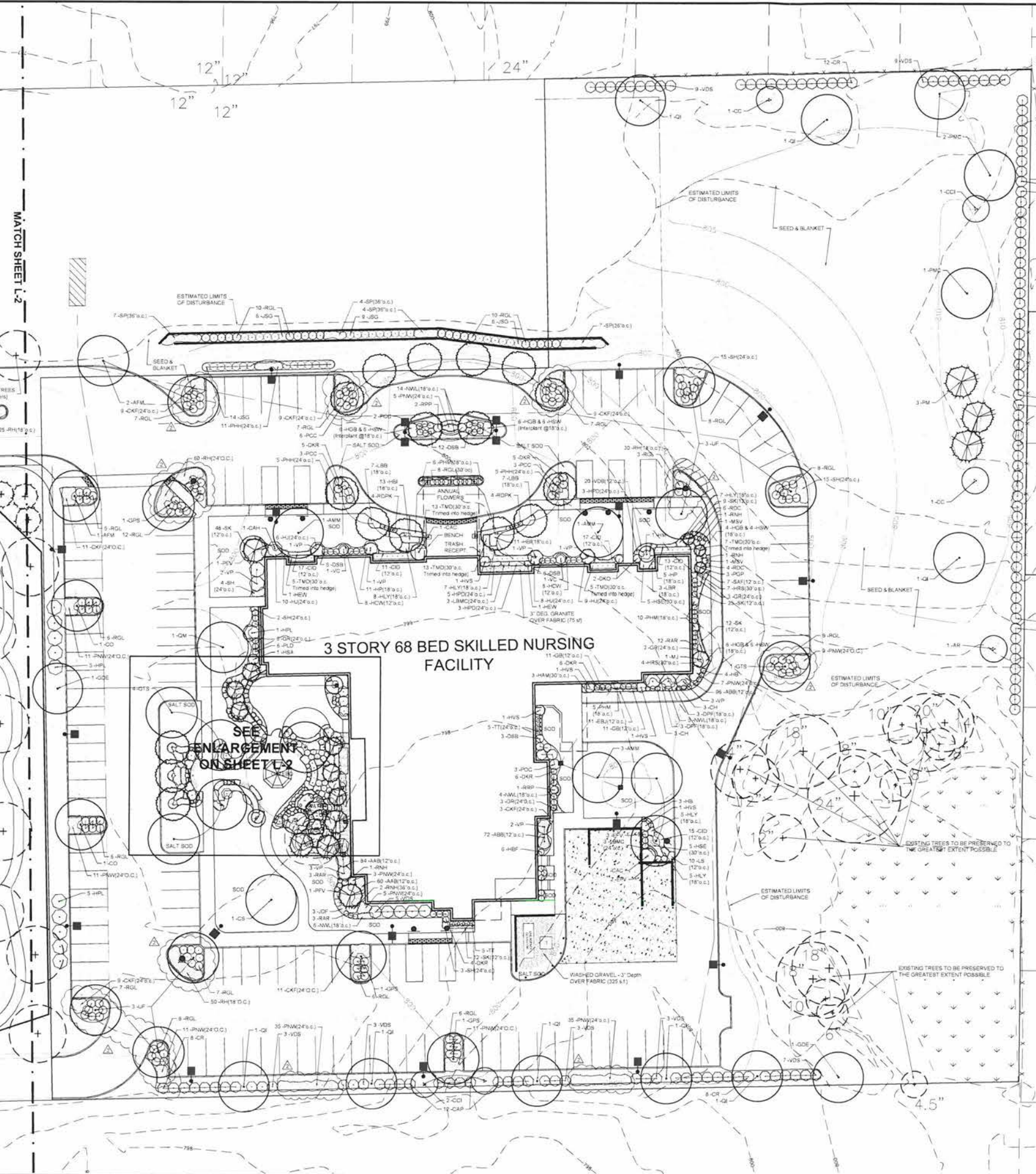
PLANT LIST table (continued) with columns: KEY, QTY, BOTANICAL NAME, COMMON NAME, SIZE, TYPE.

PLANT LIST table (continued) with columns: KEY, QTY, BOTANICAL NAME, COMMON NAME, SIZE, TYPE.

MATERIAL & LABOR LIST table with columns: QTY, ITEM, DESCRIPTION.



CALL JULIE 48 HOURS BEFORE YOU DIG 1-800-892-0123 TOLL FREE Outside IL hours 630.717.0726

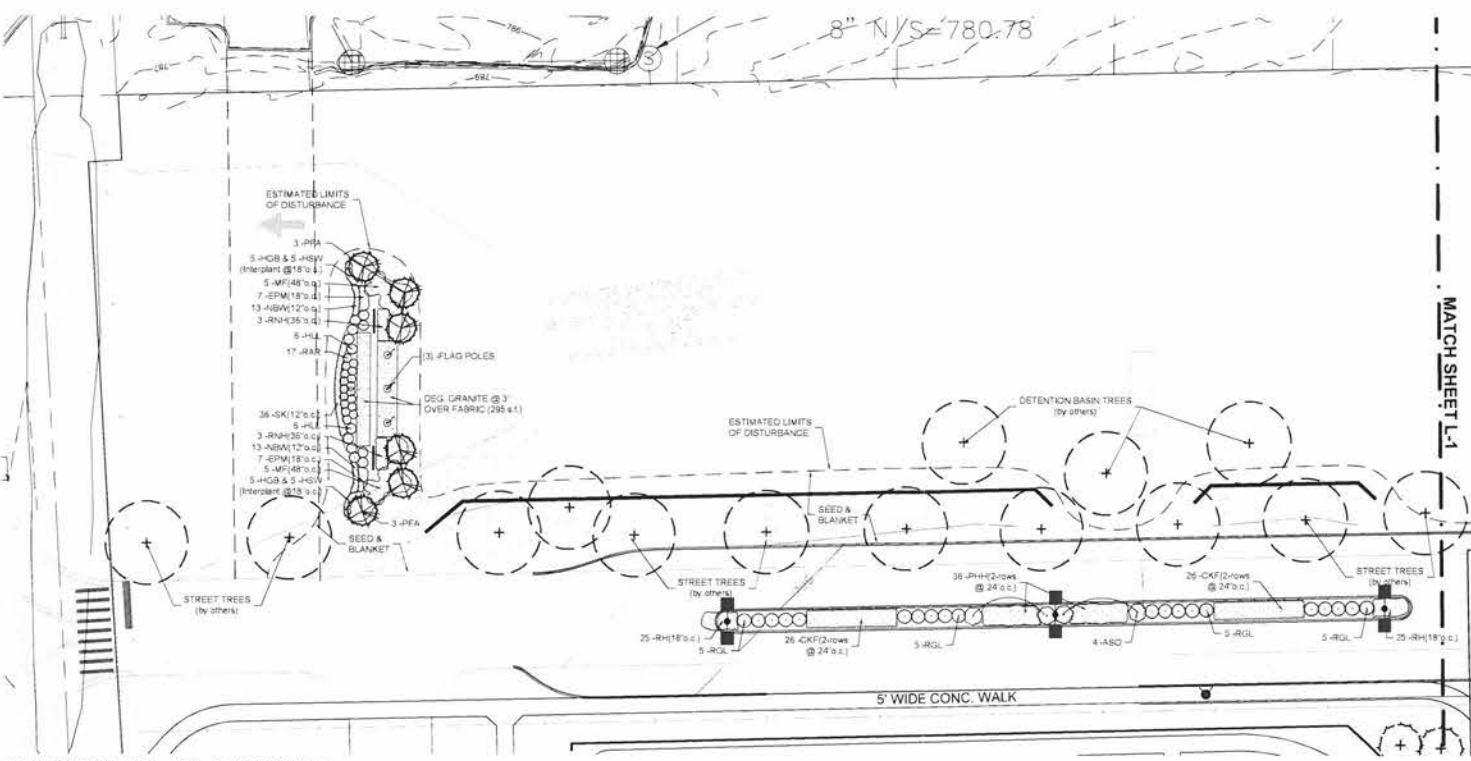
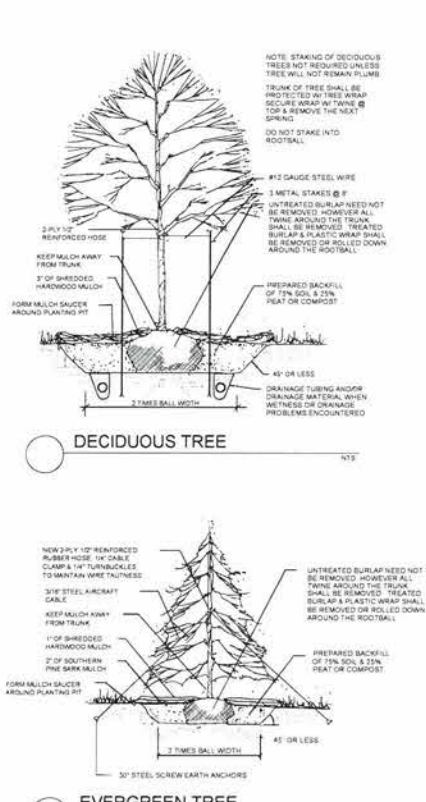


MATCH SHEET L-2

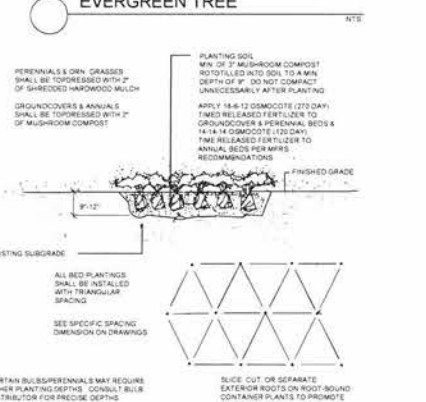
3 STORY 68 BED SKILLED NURSING FACILITY

SEE ENLARGEMENT ON SHEET L-2

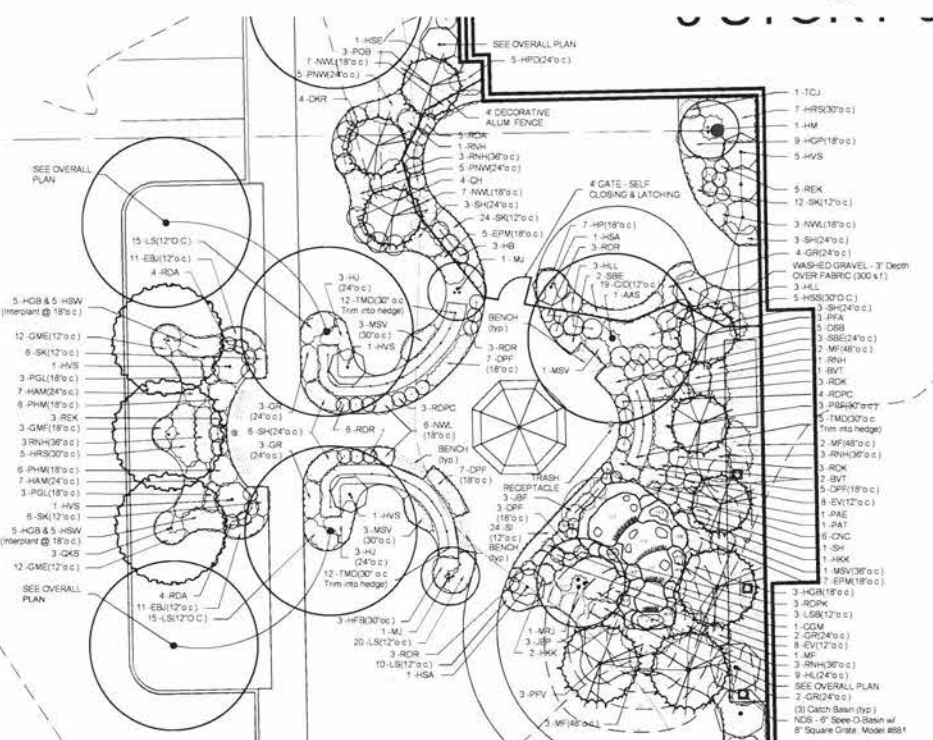
L-1



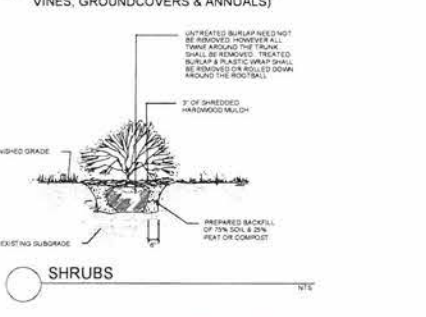
LANDSCAPE PLAN - ENTRANCE



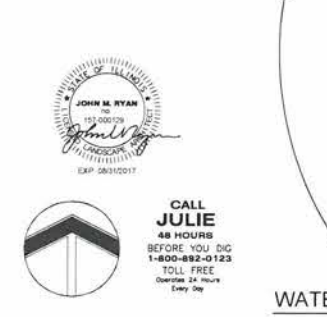
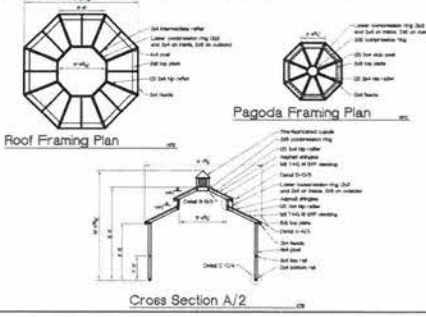
BED PLANTING DETAIL (PERENNIALS, ORNAMENTAL GRASSES, VINES, GROUNDCOVERS & ANNUALS)



LANDSCAPE PLAN - PATIO



SHRUBS



**GENERAL NOTES**

Plant material shall be nursery grown and be either balled and bur-lapped or container grown. Sizes and spreads on plant list represent minimum requirements.

The requirements for measurement, branching and ball size shall conform to the latest addition of ANSI Z60.1, AMERICAN STANDARD OF NURSERY STOCK by the American Nursery & Landscape Association.

Any materials with damaged or crooked/disfigured leaders, bark abrasion, sunscald, insect damage, etc., are not acceptable and will be rejected. Trees with multiple leaders will be rejected unless called for in the plant list as multi-stem or clump (cl).

If any mistakes, omissions, or discrepancies are found to exist with the work product, the Landscape Architect shall be promptly notified so that they have the opportunity to take any steps necessary to resolve the issue. Failure to promptly notify the Landscape Architect and the Owner of such conditions shall absolve them from any responsibility for the consequences of such failure.

Quantity lists are supplied as a convenience. However, Bidders and the Installing Contractor should verify all quantities. The drawings shall take precedence over the lists. Any discrepancies shall be reported to the Landscape Architect.

Actions taken without the knowledge and consent of the Owner and the Landscape Architect or in contradiction to the Owner and the Landscape Architect's work product or recommendations, shall become the responsibility of the Contractor and the Landscape Architect, but for the parties responsible for the taking of such action.

Civil Engineering or Architectural base information has been provided by others. The location of various site improvements on this set of drawings is only illustrative and should not be relied upon for construction purposes.

Refer to Civil Engineering documents for detailed information regarding size, location, depth and type of utilities, as well as locations of other site improvements, other than landscape improvements.

Plant symbols illustrated on this plan are a graphic representation of proposed plant material types and are intended to provide for visual clarity. However, the symbols do not necessarily represent actual plant spread at the time of installation.

All plant species specified are subject to availability. Material shortages in the landscape industry may require substitutions. All substitutions must be approved by the Village, Landscape Architect and Owner.

Contractor shall verify location of all underground utilities prior to digging. For location outside the City of Chicago call "J.U.L.I.E." (Joint Utility Location for Excavators) 1-800-852-0123.

All perennial ornamental grass, groundcover and annual beds shall be top dressed with a minimum of three inches (3") of mushroom compost. The top dressing shall be worked into the soil to a minimum depth of nine inches (9") by the use of a cultivating mechanism. Upon completion perennials & ornamental grasses shall be mulched with an additional two inch (2") layer of shredded wood mulch. Annuals & groundcovers shall be covered with an additional two inch (2") layer of mushroom compost.

All other planting beds and tree saucers shall be mulched with a minimum of three inches (3") of shredded wood mulch.

Planting beds adjacent to building shall be mulched in their entirety to the building foundation. Plant materials shall not be installed under building overhangs and other such areas which do not receive natural rainfall.

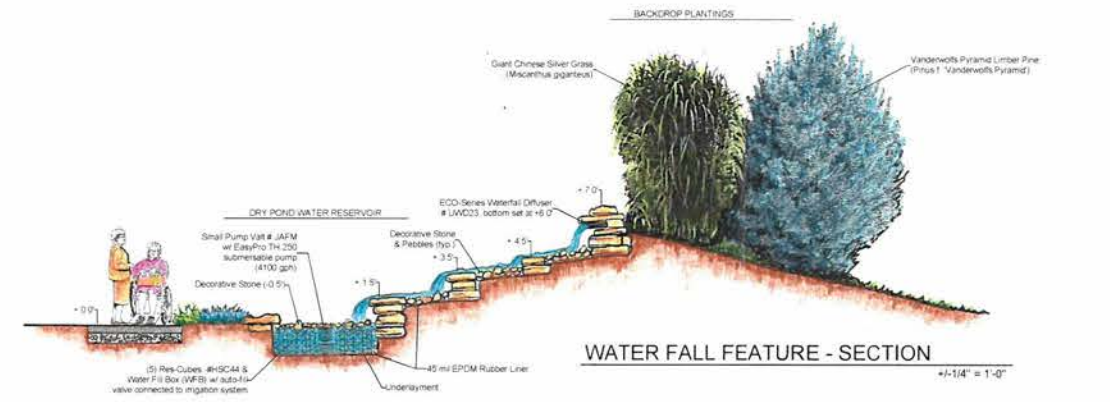
All bed lines and tree saucers shall require a hand spaded edge between lawn and mulched areas.

Grading shall provide slopes which are smooth and continuous. Positive drainage shall be provided in all areas.

Sod shall be mineral base only.

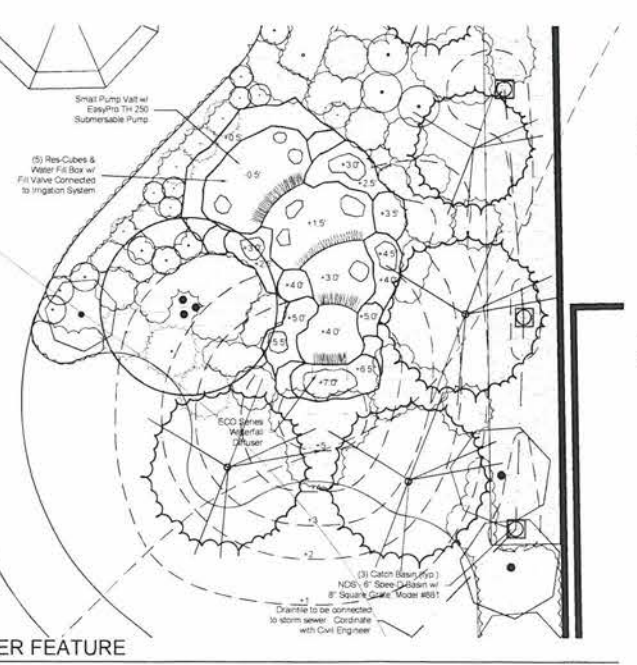
Seed mixes shall be applied mechanically so that the seed is incorporated into the top one-half inch (1/2") of the seed bed. The seed shall then be covered with the specified blanket (installed per manufacturer's specs) or Hydro-mulch.

All plant material shall be guaranteed for one (1) year from the date of acceptance.



**WATER FEATURE MATERIALS LIST**  
By EasyPro Pond Products

Just-A-Falls Kit with Waterfall Diffuser, Part Number JAF16W  
Kit Includes:  
7' x 20' Stream Liner (45 mil EPDM)  
10'x12' Reservoir Liner  
WVD23 - 23' Eco-Series Waterfall Diffuser  
JAFM Small pump vault (16"x16"x22"), 7500 gph max. flow  
TH250 Stainless Steel Submersible Pump, 4100 gph, 1/2 hp  
25' of 2" Flex Pipe  
(5) HSC44 Res-Cubes (27"x16"x17"), 31 1/2 gallon storage capacity each



WATER FEATURE

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**REVISIONS**

| NO. | DATE     | DESCRIPTION   |
|-----|----------|---------------|
| 1   | 05/19/17 | Issue for bid |
| 2   | 05/19/17 | Issue for bid |
| 3   | 05/19/17 | Issue for bid |

**ALDEN ESTATES OF BARTLETT**  
REHABILITATION AND HEALTH CARE FACILITY  
BARTLETT, IL

PREPARED FOR:  
**ADG** DESIGN GROUP, INC.  
ARCHITECTS  
1100 S. MICHIGAN AVE., SUITE 1000  
CHICAGO, IL 60605  
PHONE: 312.467.1000

**IRG** Ives/Ryan Group, Inc.  
124 EISENHOWER LANE N.  
LOMBARD, IL 60148  
PHONE: 630.717.0726

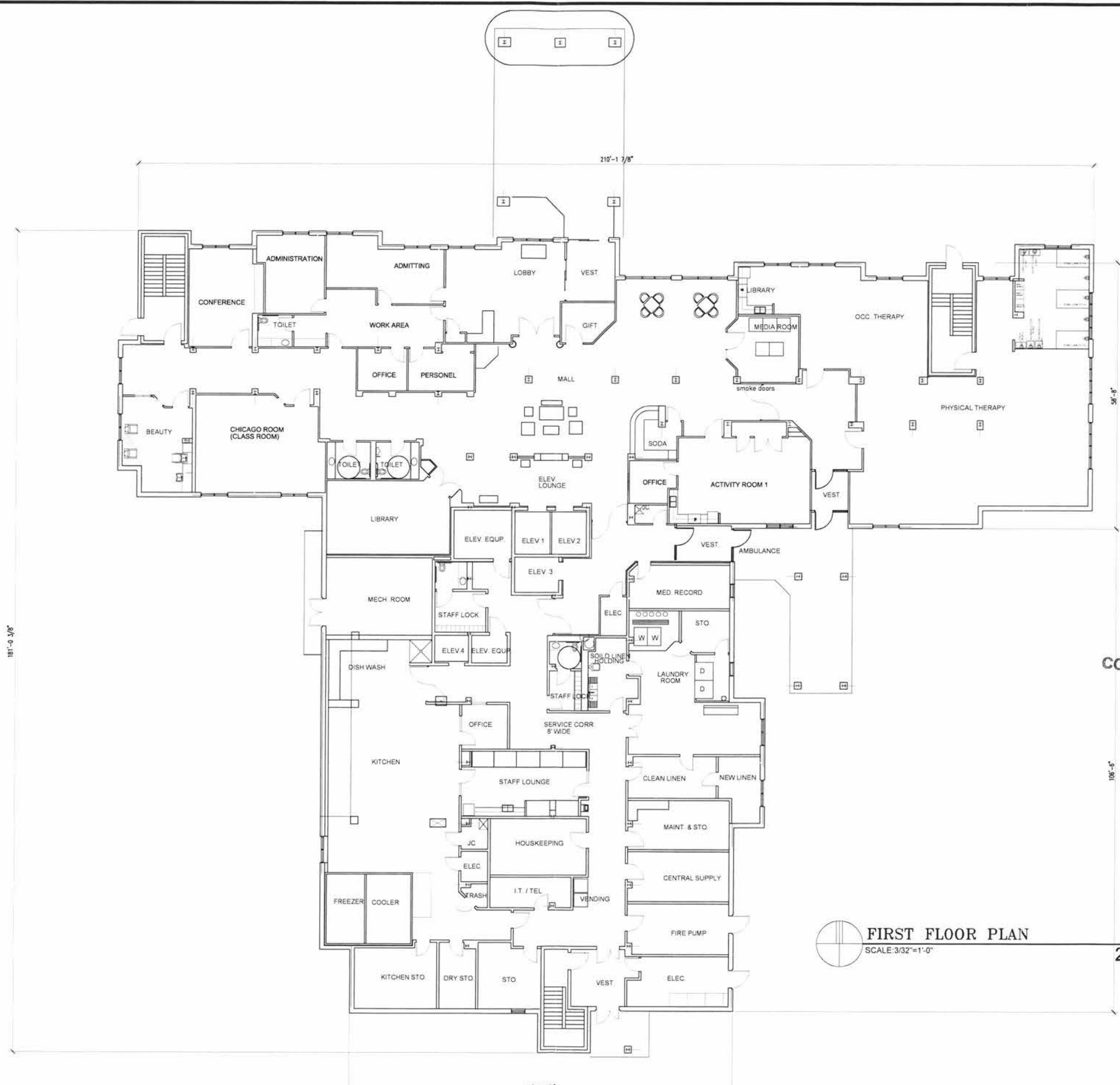
Landscape Architecture  
Park & Recreation Design  
Site & Community Planning  
www.ivesryangroup.com

**LANDSCAPE PLAN**

PROJECT NO: JOB NO:  
L2916 8922A

DATE: 02/27/17  
SCALE: NOTED  
PLANNER: JMR  
DRAWN BY: RM  
CHECKED: \_\_\_\_\_

SHEET  
**L-2**



FIRST FLOOR PLAN  
SCALE: 3/32"=1'-0"

22,800 SF +/-

RECEIVED  
COMMUNITY DEVELOPMENT  
APR 28 2017  
VILLAGE OF  
BARTLETT

ALDEN ESTATES OF BARTLETT  
BARTLETT  
ILLINOIS

---

**ADG** ALDEN DESIGN GROUP, INC.  
ARCHITECTS  
4200 W. Peterson Ave.  
Chicago, IL 60646  
Phone: 773-286-1546  
Fax: 773-286-1562

---

Date: 3-21-17  
Job:  
Drawn: R.K.  
Sheet

A-5




**SECOND & THIRD FLOOR PLAN**  
 SCALE: 3/32"=1'-0"  
 20,800 SF +/-

RECEIVED  
 COMMUNITY DEVELOPMENT  
 APR 28 2017  
 VILLAGE OF  
 BARTLETT

# LOCATION MAP

Alden Estates of Bartlett  
PIN 01-09-205-028



# EXHIBIT F

## Artis Senior Living of Bartlett

### Proposed Permitted Uses for Future Lot 2:

1. Residential uses, including attached and detached single-family dwellings, duplexes, and multi-family dwelling units.
2. Offices, business and professional, including research facilities.
3. Medical and dental clinics.
4. Educational institutions (nonboarding).
5. Day care facilities.
6. Religious institutions.
7. Financial institutions and offices.
8. Health clubs and recreational facilities.
9. Nursing homes, sheltered care homes, intermediate care facilities, homes for the aged.
10. Retail uses.
11. Personal services.

RECEIVED  
COMMUNITY DEVELOPMENT  
JUL 23 2014  
VILLAGE OF  
BARTLETT





# Agenda Item Executive Summary

Item Name 2007 GO Bonds Refunding Committee or Board Committee

## BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

## EXECUTIVE SUMMARY

The 2007 GO Bonds are eligible for refunding. Due to lower interest rates, the potential present value savings could be over \$230,000.

## ATTACHMENTS (PLEASE LIST)

Finance Department Memo  
Bond Refunding Analysis  
Refunding Bonds Parameters Ordinance

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

Staff: Todd Dowden, Finance Director

Date: May 26, 2017

**Village of Bartlett**  
**Finance Department Memo**  
**2017 - 15**

**DATE:** May 26, 2017  
**TO:** Paula Schumacher, Acting Village Administrator  
**FROM:** Todd Dowden, Finance Director   
**SUBJECT:** 2007 GO Bonds Refunding

Recently our 2007 GO Bonds became eligible for refunding. We have been working with our Financial Advisors, Thomas Gavin and Dalena Welkomer, of Robert W. Baird & Co. to consider the savings potential of a refunding. An analysis is attached showing a potential gross debt service savings of over \$260,000 and present value savings of over \$230,000, or over 8% of the refunded principal amount, due to the more favorable interest rates currently available. The analysis is using level debt service for the same term as the remaining original debt. Also included is a parameters ordinance similar to the ordinance used with the Police Station bonds. The ordinance includes a 3% minimum savings requirement or \$83,850. The Government Finance Officers Association recommends the 3% threshold as a best practice.

Dalena Welkomer will be available at the June 6<sup>th</sup> Committee meeting to answer any questions. If the Board's direction is to move forward with the refunding, the ordinance will be presented at the June 20, 2017 Board meeting for approval.

# Village of Bartlett, Illinois

## Hypothetical Illustration for Refunding General Obligation Bonds, Series 2007

### Assumed "Aa1" Rating / Bank Qualified Interest Rates

Illustration is subject to change based on market conditions. Actual rates may vary from those assumed.

#### BEFORE REFUNDING

| Bond Year | \$2,795,000<br>General Obligation Bonds, Series 2007<br>Dated: November 29, 2007 |                      |                          | Total              |
|-----------|--|----------------------|--------------------------|--------------------|
|           | Principal<br>(12/1)  | Rate<br>(6/1 & 12/1) | Interest<br>(6/1 & 12/1) |                    |
| 2017      | \$235,000  | 4.000%               | \$61,944                 | \$296,944          |
| 2018      | \$240,000  | 4.000%               | \$114,488                | \$354,488          |
| 2019      | \$250,000  | 4.000%               | \$104,888                | \$354,888          |
| 2020      | \$265,000  | 4.250%               | \$94,888                 | \$359,888          |
| 2021      | \$275,000  | 4.500%               | \$83,625                 | \$358,625          |
| 2022      | \$280,000  | 4.500%               | \$71,250                 | \$351,250          |
| 2023      | \$290,000  | 4.500%               | \$58,650                 | \$348,650          |
| 2024      | \$305,000  | 4.750%               | \$45,600                 | \$350,600          |
| 2025      | \$320,000  | 4.750%               | \$31,113                 | \$351,113          |
| 2026      | \$335,000  | 4.750%               | \$15,913                 | \$350,913          |
|           | <u>\$2,795,000</u>   |                      | <u>\$682,356</u>         | <u>\$3,477,356</u> |

#### AFTER REFUNDING

| Bond Year | \$2,700,000<br>General Obligation Refunding Bonds, Series 2017 <sup>(1)</sup><br>Dated: June 1, 2017 |                     |                          | Total              | POTENTIAL<br>DEBT SERVICE<br>SAVINGS |
|-----------|--|---------------------|--------------------------|--------------------|--------------------------------------|
|           | Principal<br>(12/1)  | Rate <sup>(2)</sup> | Interest<br>(6/1 & 12/1) |                    |                                      |
| 2017      | \$225,000  | 2.000%              | \$44,025                 | \$269,025          | \$27,919                             |
| 2018      | \$245,000  | 2.000%              | \$83,550                 | \$328,550          | \$25,938                             |
| 2019      | \$250,000  | 3.000%              | \$78,650                 | \$328,650          | \$26,238                             |
| 2020      | \$265,000  | 3.000%              | \$71,150                 | \$336,150          | \$23,738                             |
| 2021      | \$270,000  | 3.000%              | \$63,200                 | \$333,200          | \$25,425                             |
| 2022      | \$270,000  | 3.000%              | \$55,100                 | \$325,100          | \$26,150                             |
| 2023      | \$275,000  | 4.000%              | \$47,000                 | \$322,000          | \$26,650                             |
| 2024      | \$290,000  | 4.000%              | \$36,000                 | \$326,000          | \$24,600                             |
| 2025      | \$300,000  | 4.000%              | \$24,400                 | \$324,400          | \$26,713                             |
| 2026      | \$310,000  | 4.000%              | \$12,400                 | \$322,400          | \$28,513                             |
|           | <u>\$2,700,000</u>   |                     | <u>\$515,475</u>         | <u>\$3,215,475</u> | <u>\$261,881</u>                     |

#### CALLABLE MATURITIES

|  |             |
|--|-------------|
| Potential Present Value Savings.....                         | \$236,260   |
| Par Amount of Bonds Refunded <sup>(3)</sup> .....            | \$2,795,000 |
| Potential Percent Present Value Savings <sup>(4)</sup> ..... | 8.453%      |

(1) Assumed total costs of issuance of \$25 per \$1,000. Preliminary, subject to change.

(2) Assumed rates are hypothetical interest rates based on current market rates for a current tax-exempt bank-qualified interest rates for a "Aa1" rated general obligation bond as of March 29, 2017. These rates are subject to change, and the actual rates applicable to any bonds that the Village may decide to issue may vary from the assumed rates. If actual rates are higher than these assumed, the interest savings could be less.

(3) Assumed the refunding of the 2017-2026 maturities only.

(4) Calculated using the refunding bond yield of 2.299% as the discount rate.

Baird is providing this information to you for discussion purposes only in seeking to serve as a financial advisor or municipal advisor to you on a possible issuance of municipal securities. Baird is a municipal advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A financial advisor or municipal advisor is subject to a fiduciary duty, including a duty of care and a duty of loyalty, and is required to act solely in the best interests of the client. See "Important Disclosures" contained herein.

EXTRACT OF MINUTES of a regular public meeting of the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, held in the Village Hall, located at 228 South Main Street, in said Village, at 7:00 p.m., on the 20th day of June, 2017.

The President, Kevin Wallace, called the meeting to order and directed the Village Clerk to call the roll.

Upon roll call, the President and following Trustees were physically present at said location: \_\_\_\_\_

The following Trustees were allowed by a majority of the members of the President and Board of Trustees in accordance with and to the extent allowed by rules adopted by the President and Board of Trustees to attend the meeting by video or audio conference: \_\_\_\_\_

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: \_\_\_\_\_

\_\_\_\_\_ presented and made available to the Trustees and interested members of the public complete copies of an ordinance entitled:

AN ORDINANCE providing for the issuance of not to exceed \$2,950,000 General Obligation Refunding Bonds of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said Bonds, and authorizing the sale of said Bonds to the purchaser thereof.

(the "*Bond Ordinance*").

Trustee \_\_\_\_\_ moved and Trustee \_\_\_\_\_ seconded the motion that the Bond Ordinance as presented be adopted.

A Board discussion of the matter followed. During the Board discussion, the President gave a public recital of the nature of the matter, which included a reading of the title of the Bond Ordinance and statements that (1) the Bond Ordinance provides for the issuance of not to exceed \$2,950,000 General Obligation Refunding Bonds to refund certain of the Village's outstanding General Obligation Bonds, Series 2007, (2) said Bonds are issuable without referendum pursuant to the home rule powers of the Village, (3) the Bond Ordinance provides for the levy of taxes sufficient to pay the principal of and interest on said Bonds, and (4) the Bond Ordinance sets forth the parameters for the issuance of said Bonds and the sale thereof by designated officials of the Village and (5) summarized the pertinent terms of said parameters, including the manner of sale, length of maturity, rates of interest, purchase price and tax levy for said Bonds.

The President directed that the roll be called for a vote upon the motion to adopt the Bond Ordinance.

Upon the roll being called, the following Trustees voted AYE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

and the following Trustees voted NAY: \_\_\_\_\_

WHEREUPON, the President declared the motion carried and the Bond Ordinance adopted, and henceforth did approve and did direct the Village Clerk to record the same in full in the records of the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois.

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

---

Village Clerk

---

ORDINANCE NUMBER \_\_\_\_\_

AN ORDINANCE providing for the issuance of not to exceed \$2,950,000 General Obligation Refunding Bonds of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said Bonds, and authorizing the sale of said Bonds to the purchaser thereof.

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Adopted by the President and Board of Trustees on the 20th day of June, 2017.

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**ORDINANCE NUMBER \_\_\_\_\_**

AN ORDINANCE providing for the issuance of not to exceed \$2,950,000 General Obligation Refunding Bonds of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said Bonds, and authorizing the sale of said Bonds to the purchaser thereof.

WHEREAS pursuant to the provisions of Section 6 of Article VII of the Illinois Constitution of 1970, the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois (the "*Village*"), is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS pursuant to the provisions of said Section 6, the Village has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS, the Village has heretofore issued and now has outstanding its General Obligation Bonds, Series 2007, dated November 29, 2007 (the "*Prior Bonds*"); and

WHEREAS, it is necessary and desirable to refund all or a portion of the Prior Bonds (said Prior Bonds being refunded being the "*Refunded Bonds*") in order to realize certain debt service savings; and

WHEREAS, the Refunded Bonds shall be fully described in the Bond Notification (as hereinafter defined) referred to in Section 10 hereof and are presently outstanding and unpaid and are binding and subsisting legal obligations of the Village; and

WHEREAS, the President and Board of Trustees of the Village (the "*Board*") have determined that in order to refund the Refunded Bonds, it is necessary and in the best interests of the Village to borrow an amount not to exceed \$2,950,000 pursuant to the Act (as hereinafter defined) and issue bonds of the Village therefor; and

WHEREAS, in accordance with the terms of the Refunded Bonds, the Refunded Bonds may be called for redemption in advance of their maturity, and it is necessary and desirable to make such call for the redemption of the Refunded Bonds on their earliest possible and practicable call date as set forth in the Bond Notification, and provide for the giving of proper notice to the registered owners of the Refunded Bonds:

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

*Section 1. Definitions.* In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Ordinance shall have the following meanings, unless, in either case, the context or use clearly indicates another or different meaning is intended:

“*Act*” means, collectively, the Illinois Municipal Code, as supplemented and amended, the home rule powers of the Village under Section 6 of Article VII of the Illinois Constitution of 1970; and, in the event of conflict between the provisions of said Code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said Code.

“*Bond Fund*” means the Bond and Interest Fund Account of 2017 established pursuant to this Ordinance.

“*Bond Register*” means the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bonds (as hereinafter defined).

“*Bond Registrar*” means a bank or trust company having trust powers with an office located in the State of Illinois, or a successor thereto or a successor designated as Bond Registrar hereunder.

“*County Clerks*” means the respective County Clerks of The County of DuPage, Illinois, The County of Cook, Illinois, and The County of Kane, Illinois.

“*Ordinance*” means this Ordinance, numbered as set forth on the title page hereof, and passed by the Board on the 20th day of June, 2017.

“*Pledged Taxes*” means the taxes levied on the taxable property within the Village to pay principal of and interest on the Bonds as provided in Section 12 hereof.

*Section 2. Incorporation of Preambles.* The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and does incorporate them into this Ordinance by this reference.

*Section 3. Authorization.* It is hereby found and determined that pursuant to the provisions of the Act, the Board has been authorized by law to borrow the sum of \$2,950,000 upon the credit of the Village and as evidence of such indebtedness to issue the Bonds to said amount for the purpose aforesaid, and that it is necessary and for the best interests of the Village that there be issued an amount not to exceed \$2,950,000 of the Bonds so authorized, and these findings and determinations shall be deemed conclusive.

*Section 4. Bond Details.* There be borrowed on the credit of and for and on behalf of the Village an amount not to exceed \$2,950,000 for the purpose aforesaid; and that the Bonds shall be issued to said amount and shall be designated “General Obligation Refunding Bonds, Series 2017” (the “*Bonds*”), with such series designation and additional descriptions as may be appropriate and set forth in the Bond Notification. The Bonds, if issued, shall be dated such date (not prior to June 20, 2017, and not later than December 20, 2017) as set forth in the Bond Notification, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 (unless otherwise provided in the Bond Notification) and authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on

more than one date), and shall be numbered 1 and upward. The Bonds shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter stated) on December 1 of each of the years (not later than 2026), in the amounts (not exceeding \$345,000 per year) and bearing interest at the rates per annum (not exceeding 5.50% per annum) as set forth in the Bond Notification. The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually commencing on the first interest payment date as set forth in the Bond Notification, and on June 1 and December 1 of each year thereafter to maturity.

Interest on each Bond shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of the Bond Registrar.

The Bonds shall be executed on behalf of the Village by the manual or facsimile signature of its President and attested by the manual or facsimile signature of its Village Clerk, as they shall determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or

be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

*Section 5. Registration of Bonds; Persons Treated as Owners.* The Village shall cause books for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village is authorized to prepare, and the Bond Registrar or such other agent as the Village may designate shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds.

Upon surrender for transfer or exchange of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, *provided, however,* the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

*Section 6. Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 4 hereof. Upon initial issuance, the ownership of each such Bond may be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). In such event, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The President, Village Clerk and Village Treasurer and the Bond Registrar are each authorized to execute and deliver, on behalf of the Village, such letters to or agreements with DTC as shall be necessary to effectuate

such book-entry system (any such letter or agreement being referred to herein as the "*Representation Letter*"), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the Village and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "*DTC Participant*") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Village and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The Village and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Village's obligations with respect to payment of the



principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the Village to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 5 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the Village determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the Village, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the Village determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Village shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the Village may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Village, or such depository's agent or designee, and if the Village does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 5 hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal

of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

*Section 7. Redemption.* (a) *Optional Redemption.* All or a portion of the Bonds due on and after the date, if any, specified in the Bond Notification shall be subject to redemption prior to maturity at the option of the Village from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the Village (less than all of the Bonds of a single series and maturity to be selected by the Bond Registrar), on the date specified in the Bond Notification, and on any date thereafter, at the redemption prices plus accrued interest to the date fixed for redemption, if applicable, as set forth in the Bond Notification.

(b) *Mandatory Redemption.* The Bonds maturing on the date or dates, if any, indicated in the Bond Notification are subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 1 of the years, if any, and in the principal amounts, if any, as indicated in the Bond Notification.

The principal amounts of Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the Village may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Board shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) *General.* The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The Village shall, at least forty-five (45) days prior to any optional

redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

*Section 8. Redemption Procedure.* Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,

(3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,

(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar, and

(6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the Village shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the Village shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be

payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

*Section 9. Form of Bond.* The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then paragraph [2] and the legend “See Reverse Side for Additional Provisions” shall be deleted, and paragraph [6] and the paragraphs thereafter as may be appropriate shall be inserted immediately after paragraph [1].

[FORM OF BOND - FRONT SIDE]

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTIES OF DUPAGE, COOK AND KANE  
VILLAGE OF BARTLETT  
GENERAL OBLIGATION REFUNDING BOND, SERIES 2017**

See Reverse Side for  
Additional Provisions.

Interest                      Maturity                      Dated  
Rate: \_\_\_\_\_%      Date: December 1, 20\_\_      Date: \_\_\_\_\_, 2017      CUSIP: 069338 \_\_\_\_

Registered Owner:    CEDE & CO.

Principal Amount:

[1]      KNOW ALL PERSONS BY THESE PRESENTS that the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the "*Village*"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing \_\_\_\_\_ 1, 20\_\_, until said Principal Amount is paid or duly provided for. The principal of or redemption price on this Bond is payable in lawful money of the United States of America upon presentation hereof at the principal corporate trust office of \_\_\_\_\_, \_\_\_\_\_, Illinois, as bond registrar and paying agent (the "*Bond Registrar*"). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Bond Registrar at the close of business on the 15th day of the month

next preceding the interest payment date. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond both principal and interest at maturity, the full faith, credit and resources of the Village are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Village, represented by the Bonds, and including all other indebtedness of the Village, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the Village sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] IN WITNESS WHEREOF the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, by its President and Board of Trustees, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

\_\_\_\_\_  
SPECIMEN  
President, Village of Bartlett,  
Cook County, Illinois

ATTEST:

\_\_\_\_\_  
SPECIMEN  
Village Clerk, Village of Bartlett,  
Cook County, Illinois

[SEAL]

Date of Authentication: \_\_\_\_\_, 20\_\_\_\_

CERTIFICATE  
OF  
AUTHENTICATION

Bond Registrar and Paying Agent:  
\_\_\_\_\_  
\_\_\_\_\_, Illinois

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Refunding Bonds, Series 2017, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois.

\_\_\_\_\_  
as Bond Registrar

By \_\_\_\_\_  
SPECIMEN  
Authorized Officer



**VILLAGE OF BARTLETT  
DUPAGE, COOK AND KANE COUNTIES, ILLINOIS  
GENERAL OBLIGATION REFUNDING BOND, SERIES 2017**

[6] This bond is one of a series of bonds (the “*Bonds*”) in the aggregate principal amount of \$\_\_\_\_\_ issued by the Village for the purpose of refunding certain outstanding bonds of the Village and paying expenses incidental thereto, all as described and defined in the ordinance authorizing the Bonds (the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended; and further supplemented and, where necessary, superseded, by the powers of the Village as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970; and as further supplemented by the Local Government Debt Reform Act of the State of Illinois, as amended (collectively, such Code, constitutional home rule powers, and Reform Act being the “*Act*”), and with the Ordinance, which has been duly approved by the President and Board of Trustees of the Village and published, in all respects as by law required.

[7] [Optional and Mandatory Redemption provisions, as applicable, will be inserted here.]

[8] [Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the Village maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.]

[9] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in

\_\_\_\_\_, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[10] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date[, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds].

[11] The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_  
attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

*Section 10. Sale of Bonds.* One of the President or the Village Clerk and one of the Village Administrator or the Finance Director (the "*Designated Representatives*") are hereby authorized to proceed not later than the 20th day of December, 2017, without any further authorization or direction from the Board, to sell the Bonds upon the terms as prescribed in this Ordinance. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Bond Notification as may be, and thereupon be deposited with the Village Treasurer, and, after authentication thereof by the Bond Registrar, be by said Treasurer delivered to the purchaser thereof, as hereinafter described (the "*Purchaser*"), upon receipt of the purchase price therefor, the same being not less than 98.0% of the principal amount of the Bonds (exclusive of any original issue discount or original issue premium) plus any accrued interest to date of delivery. The Purchaser shall be the best bidder for the Bonds pursuant to a competitive sale conducted by Robert W. Baird & Co., Incorporated, Naperville, Illinois.

Prior to the sale of the Bonds, the President or the Finance Director is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Bonds, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on the Bonds over the term of the Bonds as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Bonds, the Designated Representatives shall prepare a Notification of Sale of the Bonds, which shall include the pertinent details of sale as provided herein (the "*Bond Notification*"). In the Bond Notification, the Designated Representatives shall find and determine that the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Bonds does not exceed the maximum rate otherwise authorized by applicable law and that the net present value debt service savings to the Village as a result of the issuance of the Bonds and the refunding of the Refunded Bonds is not less than 3.00% of the principal amount of the Refunded Bonds. The Bond Notification shall be entered into the records of the Village and made available to the Board at the next regular meeting thereof; but such action shall be for information purposes only, and the Board shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Notification.

Upon the sale of the Bonds, as evidenced by the execution and delivery of the Bond Notification by the Designated Representatives, the President, Village Clerk and Village Treasurer and any other officials of the Village, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the contract for the sale of the Bonds between the Village

and the Purchaser (the "*Purchase Contract*"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that no person holding any office of the Village, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Official Statement or any final Official Statement relating to the Bonds (the "*Disclosure Document*") is hereby ratified, approved and authorized; the execution and delivery of the Disclosure Document is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Disclosure Document, the Disclosure Document and the Bonds.

*Section 11. Security for the Bonds.* The Bonds are a general obligation of the Village, for which the full faith and credit of the Village are irrevocably pledged, and are payable from the levy of taxes on all of the taxable property in the Village, without limitation as to rate or amount, and from any other lawfully available funds.

*Section 12. Tax Levy.* In order to provide for the collection of a direct annual tax sufficient to pay the interest on the Bonds as it falls due, and also to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property within the Village a direct annual tax for each of the years while the Bonds or any of them are outstanding, in amounts sufficient for that purpose, and that there be and there is hereby levied upon all of the taxable property in the Village, the following direct annual tax (the Pledged Taxes as hereinabove defined), to-wit:

FOR THE YEAR    A TAX SUFFICIENT TO PRODUCE THE SUM OF:

|      |              |   |
|------|--------------|---|
| 2017 | \$359,000.00 | for interest and principal up to and including December 1, 2018 |
| 2018 | \$359,000.00 | for interest and principal                                      |
| 2019 | \$359,000.00 | for interest and principal                                      |
| 2020 | \$359,000.00 | for interest and principal                                      |
| 2021 | \$359,000.00 | for interest and principal                                      |
| 2022 | \$359,000.00 | for interest and principal                                      |
| 2023 | \$359,000.00 | for interest and principal                                      |
| 2024 | \$359,000.00 | for interest and principal                                      |
| 2025 | \$359,000.00 | for interest and principal                                      |

Principal or interest maturing at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid from the general funds of the Village, and the fund from which such payment was made shall be reimbursed out of the Pledged Taxes hereby levied when the same shall be collected.

The Village covenants and agrees with the purchasers and holders of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the foregoing tax levy. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund.

In the event that funds from any other lawful source are or are reasonably expected to be made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Pledged Taxes levied herein for the payment of same, the Board may, by proper proceedings, direct the abatement of the taxes by the amount so deposited or expected to be deposited. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerks in a timely manner to effect such abatement.

To the extent that the Pledged Taxes levied above exceed the amount necessary to pay debt service on the Bonds as set forth in the Bond Notification, the President, the Village Clerk and the Village Treasurer are hereby authorized to direct the abatement of the Pledged Taxes to the extent of the excess of such levy in each year over the amount necessary to pay debt service on the Bonds in the following bond year. Proper notice of such abatement shall be filed with the County Clerks in a timely manner to effect such abatement.

*Section 13. Filing of Ordinance and Certificate of Reduction of Taxes.* Forthwith upon passage of this Ordinance, the Village Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerks, and it shall be the duty of the County Clerks to annually in and for each of the years 2017 to 2025, inclusive, ascertain the rate necessary to produce the Pledged Taxes herein levied and extend the same for collection on the tax books in connection with other taxes levied in each of said years for general corporate purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general corporate purposes of the Village, and when collected, the Pledged Taxes shall be placed to the credit of the Bond Fund, which Pledged Taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds.

The President, Village Clerk and Village Treasurer be and the same are hereby directed to prepare and file with the County Clerks a Certificate of Reduction of Taxes Heretofore Levied for the Payment of Bonds showing the Prior Bonds being refunded and directing the abatement of the taxes heretofore levied to pay the Refunded Bonds.

*Section 14. Use of Taxes Heretofore Levied.* All proceeds received or to be received from any taxes heretofore levied to pay principal and interest on the Refunded Bonds, including the

proceeds received or to be received from the taxes levied for the year 2016 for such purpose, shall be used to pay the principal of and interest on the Refunded Bonds and to the extent that such proceeds are not needed for such purpose, the same shall be deposited into the Bond Fund and used to pay principal and interest on the Bonds in accordance with all of the provisions of this Ordinance.

*Section 15. Use of Bond Proceeds; Call of the Refunded Bonds.* Any accrued interest received on the delivery of the Bonds is hereby appropriated for the purpose of paying first interest due on the Bonds and is hereby ordered deposited into the Bond Fund. Simultaneously with the delivery of the Bonds, the principal proceeds of the Bonds, together with any premium received from the sale of the Bonds and such additional amounts as may be necessary from the general funds of the Village, are hereby appropriated to pay the costs of issuance of the Bonds and for the purpose of refunding the Refunded Bonds, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited with Wells Fargo Bank, N.A., Chicago, Illinois, as paying agent for the Refunded Bonds for the purpose of paying the principal of and interest on the Refunded Bonds up to and including the prior redemption date thereof.

At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser on behalf of the Village from the proceeds of the Bonds.

In accordance with the redemption provisions of the ordinance authorizing the issuance of the Refunded Bonds, the Village by the Board does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Bonds) the Refunded Bonds for redemption on the earliest possible and practicable date as set forth in the Bond Notification.

*Section 16. Non-Arbitrage and Tax-Exemption.* One purpose of this Section is to set forth various facts regarding the Bonds and to establish the expectations of the Board and the Village as to future events regarding the Bonds and the use of Bond proceeds. The certifications,



covenants and representations contained herein and at the time of the Closing are made on behalf of the Village for the benefit of the owners from time to time of the Bonds. In addition to providing the certifications, covenants and representations contained herein, the Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the hereinafter defined Code or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the Village may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination. The Board and the Village certify, covenant and represent as follows:

*1.1. Definitions.* In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Section shall have the following meanings unless, in either case, the context or use clearly indicates another or different meaning is intended:

“*Affiliated Person*” means any Person that (a) at any time during the six months prior to the execution and delivery of the Bonds, (i) has more than five percent of the voting power of the governing body of the Village in the aggregate vested in its directors, officers, owners, and employees or, (ii) has more than five percent of the voting power of its governing body in the aggregate vested in directors, officers, board members or employees of the Village or (b) during the one-year period beginning six months prior to the execution and delivery of the Bonds, (i) the composition of the governing body of which is modified or established to reflect (directly or indirectly) representation of the interests of the Village (or there is an agreement, understanding, or arrangement relating to such a modification or establishment during that one-year period) or (ii) the composition of the governing body of the Village is modified or established to reflect (directly or indirectly) representation of the interests of such Person (or there is an agreement, understanding, or arrangement relating to such a modification or establishment during that one-year period).

“*Bond Counsel*” means Chapman and Cutler LLP or any other nationally recognized firm of attorneys experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds.

“*Capital Expenditures*” means costs of a type that would be properly chargeable to a capital account under the Code (or would be so chargeable with a proper election) under federal income tax principles if the Village were treated as a corporation subject to federal income taxation, taking into account the definition of Placed-in-Service set forth herein.

“*Closing*” means the first date on which the Village is receiving the purchase price for the Bonds.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Commingled Fund*” means any fund or account containing both Gross Proceeds and an amount in excess of \$25,000 that are not Gross Proceeds if the amounts in the fund or account are invested and accounted for, collectively, without regard to the source of funds deposited in the fund or account. An open-ended regulated investment company under Section 851 of the Code is not a Commingled Fund.

“*Control*” means the possession, directly or indirectly through others, of either of the following discretionary and non-ministerial rights or powers over another entity:

(a) to approve and to remove without cause a controlling portion of the governing body of a Controlled Entity; or

(b) to require the use of funds or assets of a Controlled Entity for any purpose.

“*Controlled Entity*” means any entity or one of a group of entities that is subject to Control by a Controlling Entity or group of Controlling Entities.

“*Controlled Group*” means a group of entities directly or indirectly subject to Control by the same entity or group of entities, including the entity that has Control of the other entities.

“*Controlling Entity*” means any entity or one of a group of entities directly or indirectly having Control of any entities or group of entities.

“*Costs of Issuance*” means the costs of issuing the Bonds, including underwriter’s discount and legal fees.

“*De minimis Amount of Original Issue Discount or Premium*” means with respect to an obligation (a) any original issue discount or premium that does not exceed two percent

of the stated redemption price at maturity of the Bonds plus (b) any original issue premium that is attributable exclusively to reasonable underwriter's compensation.

*"External Commingled Fund"* means a Commingled Fund in which the Village and all members of the same Controlled Group as the Village own, in the aggregate, not more than ten percent of the beneficial interests.

*"GIC"* means (a) any investment that has specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate and (b) any agreement to supply investments on two or more future dates (*e.g.*, a forward supply contract).

*"Gross Proceeds"* means amounts in the Bond Fund and amounts used to refund the Refunded Bonds

*"Net Sale Proceeds"* means amounts actually or constructively received from the sale of the Bonds reduced by any such amounts that are deposited in a reasonably required reserve or replacement fund for the Bonds.

*"Person"* means any entity with standing to be sued or to sue, including any natural person, corporation, body politic, governmental unit, agency, authority, partnership, trust, estate, association, company, or group of any of the above.

*"Placed-in-Service"* means the date on which, based on all facts and circumstances (a) a facility has reached a degree of completion that would permit its operation at substantially its design level and (b) the facility is, in fact, in operation at such level.

*"Prior Bond Fund"* means the fund or funds established in connection with the issuance of the Prior Bonds to pay the debt service on the Prior Bonds.

*"Prior Bond Proceeds"* means amounts actually or constructively received from the sale of the Refunded Bonds and all other amounts properly treated as gross proceeds of the Refunded Bonds under the Regulations, including (a) amounts used to pay underwriters' discount or compensation and accrued interest, other than accrued interest for a period not greater than one year before the Refunded Bonds were issued but only if it is to be paid within one year after the Refunded Bonds were issued and (b) amounts derived from the sale of any right that is part of the terms of a Refunded Bond or is otherwise associated with a Refunded Bond (*e.g.*, a redemption right).

*"Prior Bonds"* means the Village's outstanding issue being refunded by the Bonds, as more particularly described in the preambles hereof.

*"Prior Project"* means the facilities financed, directly or indirectly with the proceeds of the Prior Bonds.

*"Private Business Use"* means any use of the Prior Project by any Person other than a state or local government unit, including as a result of (i) ownership, (ii) actual or

beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract or (iii) any other similar arrangement, agreement or understanding, whether written or oral, except for use of the Prior Project on the same basis as the general public. Private Business Use includes any formal or informal arrangement with any person other than a state or local governmental unit that conveys special legal entitlements to any portion of the Prior Project that is available for use by the general public or that conveys to any person other than a state or local governmental unit any special economic benefit with respect to any portion of the Prior Project that is not available for use by the general public.

*“Qualified Administrative Costs of Investments”* means (a) reasonable, direct administrative costs (other than carrying costs) such as separately stated brokerage or selling commissions but not legal and accounting fees, recordkeeping, custody and similar costs; or (b) all reasonable administrative costs, direct or indirect, incurred by a publicly offered regulated investment company or an External Commingled Fund.

*“Qualified Tax Exempt Obligations”* means (a) any obligation described in Section 103(a) of the Code, the interest on which is excludable from gross income of the owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; (b) an interest in a regulated investment company to the extent that at least ninety-five percent of the income to the holder of the interest is interest which is excludable from gross income under Section 103 of the Code of any owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; and (c) certificates of indebtedness issued by the United States Treasury pursuant to the Demand Deposit State and Local Government Series program described in 31 C.F.R. pt. 344.

*“Rebate Fund”* means the fund, if any, identified and defined in paragraph 4.1 herein.

*“Rebate Provisions”* means the rebate requirements contained in Section 148(f) of the Code and in the Regulations.

*“Refunded Bonds”* means those certain Prior Bonds being refunded by the Bonds.

*“Regulations”* means United States Treasury Regulations dealing with the tax-exempt bond provisions of the Code.

*“Reimbursed Expenditures”* means expenditures of the Village paid prior to Closing to which Sale Proceeds or investment earnings thereon are or will be allocated.

*“Reserve Portion of the Bond Fund”* means the portion of the Bond Fund funded in excess of the amount of debt service payable each year.

*“Sale Proceeds”* means amounts actually or constructively received from the sale of the Bonds, including (a) amounts used to pay underwriters’ discount or compensation

and accrued interest, other than accrued interest for a period not greater than one year before Closing but only if it is to be paid within one year after Closing and (b) amounts derived from the sale of any right that is part of the terms of a Bond or is otherwise associated with a Bond (e.g., a redemption right).

“*Transferred Proceeds*” means amounts actually or constructively received from the sale of the Prior Bonds, plus investment earnings thereon, which have not been spent prior to the date principal on the Refunded Bonds is discharged by the Bonds.

“*Yield*” means that discount rate which when used in computing the present value of all payments of principal and interest paid and to be paid on an obligation (using semiannual compounding on the basis of a 360-day year) produces an amount equal to the obligation’s purchase price (or in the case of the Bonds, the issue price as established in paragraph 5.1 hereof), including accrued interest.

“*Yield Reduction Payment*” means a rebate payment or any other amount paid to the United States in the same manner as rebate amounts are required to be paid or at such other time or in such manner as the IRS may prescribe that will be treated as a reduction in Yield of an investment under the Regulations.

2.1. *Purpose of the Bonds.* The Bonds are being issued solely and exclusively to refund in advance of maturity the Refunded Bonds in a prudent manner consistent with the revenue needs of the Village. A breakdown of the sources and uses of funds is set forth in the preceding Section of this Ordinance. Except to pay the Refunded Bonds and except for any accrued interest on the Bonds used to pay first interest due on the Bonds, no proceeds of the Bonds will be used more than 90 days after the date of issue of the Bonds for the purpose of paying any principal or interest on any issue of bonds, notes, certificates or warrants or on any installment contract or other obligation of the Village or for the purpose of replacing any funds of the Village used for such purpose.

2.2. *Bond Fund Investment.* The investment earnings on the Bond Fund will be spent to pay interest on the Bonds, or to the extent permitted by law, investment earnings on amounts in the Bond Fund will be commingled with substantial revenues from the governmental operations of the Village, and the earnings are reasonably expected to be spent for governmental purposes within six months of the date earned. Interest earnings on the Bond Fund have not been earmarked or restricted by the Board for a designated purpose.

2.3. *Reimbursement.* None of the Sale Proceeds or investment earnings thereon will be used for Reimbursed Expenditures.

2.4. *Working Capital.* All Sale Proceeds and investment earnings thereon will be used, directly or indirectly, to pay principal of, interest on and redemption premium (if any) on the Refunded Bonds, other than the following:

- (a) payments of interest on the Bonds for the period commencing at Closing and ending on the date one year after the date on which the Prior Project is Placed-in-Service;
- (b) Costs of Issuance and Qualified Administrative Costs of Investments;
- (c) payments of rebate or Yield Reduction Payments made to the United States under the Regulations;
- (d) principal of or interest on the Bonds paid from unexpected excess Sale Proceeds and investment earnings thereon; and
- (e) investment earnings that are commingled with substantial other revenues and are expected to be allocated to expenditures within six months.

2.5. *Consequences of Contrary Expenditure.* The Village acknowledges that if Sale Proceeds and investment earnings thereon are spent other than as permitted by paragraph 2.4 hereof, a like amount of then available funds of the Village will be treated as unspent Sale Proceeds.

2.6. *Investment of Bond Proceeds.* No portion of the Bonds is being issued solely for the purpose of investing a portion of Sale Proceeds or investment earnings thereon at a Yield higher than the Yield on the Bonds.

2.7. *No Grants.* None of the Sale Proceeds or investment earnings thereon will be used to make grants to any person.

2.8. *Hedges.* Neither the Village nor any member of the same Controlled Group as the Village has entered into or expects to enter into any hedge (*e.g.*, an interest rate swap, interest rate cap, futures contract, forward contract or an option) with respect to the Bonds or the Prior Bonds. The Village acknowledges that any such hedge could affect, among other things, the calculation of Bond Yield under the Regulations. The IRS could recalculate Bond Yield if the failure to account for the hedge fails to clearly reflect the economic substance of the transaction.

The Village also acknowledges that if it acquires a hedging contract with an investment element (including *e.g.*, an off-market swap agreement, or any cap agreement for which all or a portion of the premium is paid at, or before the effective date of the cap agreement), then a portion of such hedging contract may be treated as an investment of Gross Proceeds of the Bonds, and be subject to the fair market purchase price rules, rebate and yield restriction. The Village agrees not to use proceeds of the Bonds to pay for any such hedging contract in whole or in part. The Village also agrees that it will not give any

assurances to any Bond holder or any credit or liquidity enhancer with respect to the Bonds that any such hedging contract will be entered into or maintained. The Village recognizes that if a portion of a hedging contract is determined to be an investment of gross proceeds, such portion may not be fairly priced even if the hedging contract as a whole is fairly priced.

2.9. *IRS Audits.* The IRS has not contacted the Village regarding the Prior Bonds or any other obligations issued by or on behalf of the Village. To the best of the knowledge of the Village, no such obligations of the Village are currently under examination by the IRS.

2.10. *Abusive Transactions.* Neither the Village nor any member of the same Controlled Group as the Village will receive a rebate or credit resulting from any payments having been made in connection with the issuance of the Bonds or the advance refunding of the Refunded Bonds.

3.1. *Use of Proceeds.* (a) The use of the Sale Proceeds and investment earnings thereon and the funds held under this Ordinance at the time of Closing are described in the preceding Section of this Ordinance. No Sale Proceeds and no investment earnings thereon will be used to pre-pay for goods or services to be received over a period of years prior to the date such goods or services are to be received. No Sale Proceeds and no investment earnings thereon will be used to pay for or otherwise acquire goods or services from the Village, any member of the same Controlled Group as the Village, or an Affiliated Person.

(b) Only the funds and accounts described in said Section will be funded at Closing. There are no other funds or accounts created under this Ordinance, other than the Rebate Fund if it is created as provided in paragraph 4.2 hereof.

(c) Principal of and interest on the Bonds will be paid from the Bond Fund.

(d) Any Costs of Issuance incurred in connection with the issuance of the Bonds to be paid by the Village will be paid at the time of Closing.

3.2. *Purpose of Bond Fund.* The Bond Fund (other than the Reserve Portion of the Bond Fund) will be used primarily to achieve a proper matching of revenues and earnings with principal and interest payments on the Bonds in each bond year. It is expected that the Bond Fund (other than the Reserve Portion of the Bond Fund) will be depleted at least once a year, except for a reasonable carry over amount not to exceed the greater of (a) the earnings on the investment of moneys in the Bond Fund (other than the Reserve Portion of the Bond Fund) for the immediately preceding bond year or (b) 1/12th of the principal and interest payments on the Bonds for the immediately preceding bond year.

The Village will levy taxes to produce an amount sufficient to pay all principal of and interest on the Bonds in each bond year. To minimize the likelihood of an insufficiency, the amount extended to pay the Bonds may in most years be in excess of the

amount required to pay principal and interest within one year of collection. This over-collection (if any) may cause the Bond Fund as a whole to fail to function as a bona fide debt service fund. Nevertheless, except for the Reserve Portion of the Bond Fund, the Bond Fund will be depleted each year as described above. The Reserve Portion of the Bond Fund will constitute a separate account not treated as part of the bona fide debt service fund. The Reserve Portion of the Bond Fund is subject to yield restriction requirements except as it may otherwise be excepted as provided in 5.2 below. It is also subject to rebate requirements.

3.3. *The Prior Bonds.* (a) As of the date three years after the Prior Bonds were issued, at least eighty-five percent of the Prior Bond Proceeds, including investment earnings thereon, were spent to pay the costs of Capital Expenditures of the Prior Project. After the completion of the Prior Project (*i.e.*, a new fire station in the Village), the Village had excess sale proceeds of the Prior Bonds and investment earnings thereon in deposit in the project fund for the Prior Bonds. Such amount did not exceed \$275,000 and was a result of construction costs for the Prior Project being less than anticipated at the time of issuance of the Bonds. The Village determined that because the authorization to use the proceeds of the Prior Bonds was limited to the scope of the Prior Project as authorized by Ordinance # 2007-110, it declared the proceeds of the Prior Bonds to be unexpected excess sale proceeds and investment earnings thereon and used such proceeds proceeds to pay debt service on the Prior Bonds. As of the date hereof, all Prior Bond Proceeds have been completely spent.

(b) As of the date hereof, no Prior Bond Proceeds or money or property of any kind (including cash) is on deposit in any fund or account, regardless of where held or the source thereof, with respect to the Prior Bonds or any credit enhancement or liquidity device relating to the foregoing, or is otherwise restricted to pay the Village's obligations other than amounts on deposit with the paying agent for the Prior Bonds, if any.

(c) The Prior Bond Fund was used primarily to achieve a proper matching of revenues and earnings with principal and interest payments on the Prior Bonds in each bond year. The Prior Bond Fund was depleted at least once a year, except for a reasonable carry over amount not to exceed the greater of (i) the earnings on the investment of moneys in such account for the immediately preceding bond year or (ii) one-twelfth (1/12th) of the principal and interest payments on the Prior Bonds.

(d) At the time the Prior Bonds were issued, the Village reasonably expected to spend at least 85% of the proceeds (including investment earnings) of the Prior Bonds to be used for non-refunding purposes for such purposes within three years of the date the Prior Bonds were issued and such proceeds were so spent. Not more than 50% of the proceeds of the Prior Bonds to be used for non-refunding purposes was invested in investments having a substantially guaranteed Yield for four years or more.

(e) The Refunded Bonds subject to redemption prior to maturity will be called on the first optional redemption date of the Refunded Bonds.



(f) The Refunded Bonds do not include, directly or indirectly in a series, any advance refunding obligations.

(g) The Village has not been notified that the Prior Bonds are under examination by the IRS, and to the best of the Village's knowledge the Prior Bonds are not under examination by the IRS.

(h) The Village acknowledges that (i) the final rebate payment with respect to the Prior Bonds may be required to be made sooner than if the refunding had not occurred and (ii) the final rebate is due 60 days after the Prior Bonds are paid in full.

*3.4. No Other Gross Proceeds.* (a) Except for the Bond Fund and except for investment earnings that have been commingled as described in paragraph 2.2 and any credit enhancement or liquidity device related to the Bonds, after the issuance of the Bonds, neither the Village nor any member of the same Controlled Group as the Village has or will have any property, including cash, securities or any other property held as a passive vehicle for the production of income or for investment purposes, that constitutes:

(i) Sale Proceeds;

(ii) amounts in any fund or account with respect to the Bonds (other than the Rebate Fund);

(iii) Transferred Proceeds;

(iv) amounts that have a sufficiently direct nexus to the Bonds or to the governmental purpose of the Bonds to conclude that the amounts would have been used for that governmental purpose if the Bonds were not used or to be used for that governmental purpose (the mere availability or preliminary earmarking of such amounts for a governmental purpose, however, does not itself establish such a sufficient nexus);

(v) amounts in a debt service fund, redemption fund, reserve fund, replacement fund or any similar fund to the extent reasonably expected to be used directly or indirectly to pay principal of or interest on the Bonds or any amounts for which there is provided, directly or indirectly, a reasonable assurance that the amount will be available to pay principal of or interest on the Bonds or any obligations under any credit enhancement or liquidity device with respect to the Bonds, even if the Village encounters financial difficulties;

(vi) any amounts held pursuant to any agreement (such as an agreement to maintain certain levels of types of assets) made for the benefit of the Bondholders or any credit enhancement provider, including any liquidity device or negative pledge (*e.g.*, any amount pledged to pay principal of or interest on an issue held under an agreement to maintain the amount at a particular level for the direct or indirect benefit of holders of the Bonds or a guarantor of the Bonds); or

(vii) amounts actually or constructively received from the investment and reinvestment of the amounts described in (i) or (ii) above.

(b) No compensating balance, liquidity account, negative pledge of property held for investment purposes required to be maintained at least at a particular level or similar arrangement exists with respect to, in any way, the Bonds or any credit enhancement or liquidity device related to the Bonds.

(c) One hundred twenty percent of the average reasonably expected remaining economic life of the Prior Project is at least 9 years. The weighted average maturity of the Bonds does not exceed 9 years and does not exceed 120 percent of the average reasonably expected economic life of the Prior Project. The maturity schedule of the Bonds (the "*Principal Payment Schedule*") is based on an analysis of revenues expected to be available to pay debt service on the Bonds. The Principal Payment Schedule is not more rapid (*i.e.*, having a lower average maturity) because a more rapid schedule would place an undue burden on tax rates and cause such rates to be increased beyond prudent levels, and would be inconsistent with the governmental purpose of the Bonds as set forth in paragraph 2.1 hereof.

*4.1. Compliance with Rebate Provisions.* The Village covenants to take such actions and make, or cause to be made, all calculations, transfers and payments that may be necessary to comply with the Rebate Provisions applicable to the Bonds. The Village will make, or cause to be made, rebate payments with respect to the Bonds in accordance with law.

*4.2. Rebate Fund.* The Village is hereby authorized to create and establish a special fund to be known as the Rebate Fund (the "*Rebate Fund*"), which, if created, shall be continuously held, invested, expended and accounted for in accordance with this Ordinance. Moneys in the Rebate Fund shall not be considered moneys held for the benefit of the owners of the Bonds. Except as provided in the Regulations, moneys in the Rebate Fund (including earnings and deposits therein) shall be held in trust for payment to the United States as required by the Rebate Provisions and by the Regulations and as contemplated under the provisions of this Ordinance.

*4.3. Records.* The Village agrees to keep and retain or cause to be kept and retained for the period described in paragraph 7.9 adequate records with respect to the investment of all Gross Proceeds and amounts in the Rebate Fund. Such records shall include: (a) purchase price; (b) purchase date; (c) type of investment; (d) accrued interest paid; (e) interest rate; (f) principal amount; (g) maturity date; (h) interest payment date; (i) date of liquidation; and (j) receipt upon liquidation.

If any investment becomes Gross Proceeds on a date other than the date such investment is purchased, the records required to be kept shall include the fair market value of such investment on the date it becomes Gross Proceeds. If any investment is retained after the date the last Bond is retired, the records required to be kept shall include the fair

market value of such investment on the date the last Bond is retired. Amounts or investments will be segregated whenever necessary to maintain these records.

*4.4. Fair Market Value; Certificates of Deposit and Investment Agreements.* The Village will continuously invest all amounts on deposit in the Rebate Fund, together with the amounts, if any, to be transferred to the Rebate Fund, in any investment permitted under this Ordinance. In making investments of Gross Proceeds or of amounts in the Rebate Fund the Village shall take into account prudent investment standards and the date on which such moneys may be needed. Except as provided in the next sentence, all amounts that constitute Gross Proceeds and all amounts in the Rebate Fund shall be invested at all times to the greatest extent practicable, and no amounts may be held as cash or be invested in zero yield investments other than obligations of the United States purchased directly from the United States. In the event moneys cannot be invested, other than as provided in this sentence due to the denomination, price or availability of investments, the amounts shall be invested in an interest bearing deposit of a bank with a yield not less than that paid to the general public or held uninvested to the minimum extent necessary.

Gross Proceeds and any amounts in the Rebate Fund that are invested in certificates of deposit or in GICs shall be invested only in accordance with the following provisions:

(a) Investments in certificates of deposit of banks or savings and loan associations that have a fixed interest rate, fixed payment schedules and substantial penalties for early withdrawal shall be made only if either (i) the Yield on the certificate of deposit (A) is not less than the Yield on reasonably comparable direct obligations of the United States and (B) is not less than the highest Yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public or (ii) the investment is an investment in a GIC and qualifies under paragraph (b) below.

(b) Investments in GICs shall be made only if

(i) the bid specifications are in writing, include all material terms of the bid and are timely forwarded to potential providers (a term is material if it may directly or indirectly affect the yield on the GIC);

(ii) the terms of the bid specifications are commercially reasonable (a term is commercially reasonable if there is a legitimate business purpose for the term other than to reduce the yield on the GIC);

(iii) all bidders for the GIC have equal opportunity to bid so that, for example, no bidder is given the opportunity to review other bids (a last look) before bidding;

(iv) any agent used to conduct the bidding for the GIC does not bid to provide the GIC;

(v) at least three of the providers solicited for bids for the GIC are reasonably competitive providers of investments of the type purchased (*i.e.*, providers that have established industry reputations as competitive providers of the type of investments being purchased);

(vi) at least three of the entities that submit a bid do not have a financial interest in the Bonds;

(vii) at least one of the entities that provided a bid is a reasonably competitive provider that does not have a financial interest in the Bonds;

(viii) the bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Village or any other person (whether or not in connection with the Bonds) and that the bid is not being submitted solely as a courtesy to the Village or any other person for purposes of satisfying the federal income tax requirements relating to the bidding for the GIC;

(ix) the determination of the terms of the GIC takes into account the reasonably expected deposit and drawdown schedule for the amounts to be invested;

(x) the highest-yielding GIC for which a qualifying bid is made (determined net of broker's fees) is in fact purchased; and

(xi) the obligor on the GIC certifies the administrative costs that it is paying or expects to pay to third parties in connection with the GIC.

(c) If a GIC is purchased, the Village will retain the following records with its bond documents until three years after the Bonds are redeemed in their entirety:

(i) a copy of the GIC;

(ii) the receipt or other record of the amount actually paid for the GIC, including a record of any administrative costs paid, and the certification under subparagraph (b)(xi) of this paragraph;

(iii) for each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results; and

(iv) the bid solicitation form and, if the terms of the GIC deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

Moneys to be rebated to the United States shall be invested to mature on or prior to the anticipated rebate payment date. All investments made with Gross Proceeds or amounts in the Rebate Fund shall be bought and sold at fair market value. The fair market value of an investment is the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction. Except for investments specifically described in this Section and United States Treasury obligations that are purchased directly from the United States Treasury, only investments that are traded on an established securities market, within the meaning of regulations promulgated under Section 1273 of the Code, will be purchased with Gross Proceeds. In general, an "established securities market" includes: (i) property that is listed on a national securities exchange, an interdealer quotation system or certain foreign exchanges; (ii) property that is traded on a Commodities Futures Trading Commission designated board of trade or an interbank market; (iii) property that appears on a quotation medium; and (iv) property for which price quotations are readily available from dealers and brokers. A debt instrument is not treated as traded on an established market solely because it is convertible into property which is so traded.

An investment of Gross Proceeds in an External Commingled Fund shall be made only to the extent that such investment is made without an intent to reduce the amount to be rebated to the United States Government or to create a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the rebate or Yield restriction requirements not been relevant to the Village. An investment of Gross Proceeds shall be made in a Commingled Fund other than an External Commingled Fund only if the investments made by such Commingled Fund satisfy the provisions of this paragraph.

A single investment, or multiple investments awarded to a provider based on a single bid may not be used for funds subject to different rules relating to rebate or yield restriction.

The foregoing provisions of this paragraph satisfy various safe harbors set forth in the Regulations relating to the valuation of certain types of investments. The safe harbor provisions of this paragraph are contained herein for the protection of the Village, who has covenanted not to take any action to adversely affect the tax-exempt status of the interest on the Bonds. The Village will contact Bond Counsel if it does not wish to comply with the provisions of this paragraph and forego the protection provided by the safe harbors provided herein.

*4.5. Arbitrage Elections.* The Village hereby waives its right to invest Sale Proceeds of the Bonds and investment earnings thereon in investments with Yields higher than Bond Yield. The President, Village Treasurer and Village Clerk are hereby authorized to execute one or more elections regarding certain matters with respect to arbitrage.

*Section 4.6. Six Month Exception.* If all Gross Proceeds of the Bonds (including earnings thereon) are spent within six months of the date the Bonds are issued, other than amounts deposited in a reasonably required reserve fund or a bona fide debt service fund,

no rebate is required except in the case of unexpected gross proceeds arising after the date of Closing. If all proceeds (including earnings thereon) required to be spent are so spent within this six-month period, except for 5% of the Bond proceeds, and the Village spends the 5% (plus earnings thereon), within one year from the Closing, no rebate is required. To qualify for the six-month exception, there must be no other amounts that are treated as Gross Proceeds of the Bonds, other than a reasonably required reserve or replacement fund or a bona fide debt service fund. Even if the Village qualifies for this exception, the Village may have to rebate with respect to any amounts that arise or are pledged to the payment of the Bonds at a later date.

*5.1. Issue Price.* For purposes of determining the Yield on the Bonds, the purchase price of the Bonds is equal to the first offering price (including accrued interest) at which the Purchaser reasonably expected to sell at least ten percent of the principal amount of each maturity of the Bonds to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). All of the Bonds have been the subject of a bona fide initial offering to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers) at prices equal to those set forth in the Official Statement. Based upon prevailing market conditions, such prices are not less than the fair market value of each Bond as of the sale date for the Bonds.

*5.2. Yield Limits.* Except as provided in paragraph (a) or (b), all Gross Proceeds shall be invested at market prices and at a Yield (after taking into account any Yield Reduction Payments) not in excess of the Yield on the Bonds.

The following may be invested without Yield restriction:

(a) amounts on deposit in the Bond Fund (except for capitalized interest and any Reserve Portion of the Bond Fund) that have not been on deposit under the Ordinance for more than 13 months, so long as the Bond Fund (other than the Reserve Portion of the Bond Fund) continues to qualify as a bona fide debt service fund as described in paragraph 3.2 hereof;

(b) (i) An amount not to exceed the lesser of \$100,000 or five percent of the Sale Proceeds;

(ii) amounts invested in Qualified Tax Exempt Obligations (to the extent permitted by law and this Ordinance);

(iii) amounts in the Rebate Fund;

(iv) all amounts other than Sale Proceeds for the first 30 days after they become Gross Proceeds; and

(v) all amounts derived from the investment of Sale Proceeds or investment earnings thereon other than those on deposit with the paying agent on the Refunded Bonds for a period of one year from the date received.

5.3. *Yield Limits on Prior Bond Proceeds.* Except for an amount not to exceed the lesser of \$100,000 or five percent of Prior Bond Proceeds, the Village acknowledges that all Prior Bond Proceeds must be invested at market prices and at a Yield not in excess of the Yield on the Prior Bonds.

5.4. *Continuing Nature of Yield Limits.* Except as provided in paragraph 7.10 hereof, once moneys are subject to the Yield limits of paragraph 5.2 hereof, such moneys remain Yield restricted until they cease to be Gross Proceeds.

5.5. *Federal Guarantees.* Except for investments meeting the requirements of paragraph 5.2(a) hereof, investments of Gross Proceeds shall not be made in (a) investments constituting obligations of or guaranteed, directly or indirectly, by the United States (except obligations of the United States Treasury or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank, as amended (*e.g.*, Refcorp Strips)); or (b) federally insured deposits or accounts (as defined in Section 149(b)(4)(B) of the Code). Except as otherwise permitted in the immediately prior sentence and in the Regulations, no portion of the payment of principal or interest on the Bonds or any credit enhancement or liquidity device relating to the foregoing is or will be guaranteed, directly or indirectly (in whole or in part), by the United States (or any agency or instrumentality thereof), including a lease, incentive payment, research or output contract or any similar arrangement, agreement or understanding with the United States or any agency or instrumentality thereof. No portion of the Gross Proceeds has been or will be used to make loans the payment of principal or interest with respect to which is or will be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof). Neither this paragraph nor paragraph 5.6 hereof applies to any guarantee by the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Student Loan Marketing Association or the Bonneville Power Administration pursuant to the Northwest Power Act (16 U.S.C. 839d) as in effect on the date of enactment of the Tax Reform Act of 1984.

5.6. *Investments After the Expiration of Temporary Periods, Etc.* Any amounts that are subject to the yield limitation in Section 5.2 because Section 5.2(a) is not applicable and amounts not subject to yield restriction only because they are described in Section 5.2(b) cannot be invested in (i) federally insured deposits or accounts (as defined in Section 149(b)(4)(B) of the Code) or (ii) investments constituting obligations of or guaranteed, directly or indirectly, by the United States (except obligations of the United States Treasury or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank Act, as amended (*e.g.*, Refcorp Strips)).

6.1. *Payment and Use Tests.* (a) No more than five percent of the proceeds of each issue of the Prior Bonds and investment earnings thereon were used, directly or

indirectly, in whole or in part, in any Private Business Use. The Village acknowledges that, for purposes of the preceding sentence, Gross Proceeds used to pay costs of issuance and other common costs (such as capitalized interest and fees paid for a qualified guarantee or qualified hedge) or invested in a reserve or replacement fund must be ratably allocated among all the purposes for which Gross Proceeds are being used.

(b) The payment of more than five percent of the principal of or the interest on the Bonds or on each issue of the Prior Bonds considered separately will not be, directly or indirectly (i) secured by any interest in (A) property used or to be used in any Private Business Use or (B) payments in respect of such property or (ii) on a present value basis, derived from payments (whether or not to the Village or a member of the same Controlled Group as the Village) in respect of property, or borrowed money, used or to be used in any Private Business Use.

(c) No more than the lesser of \$5,000,000 or five percent of the sum of the proceeds of each issue of the Prior Bonds and investment earnings thereon were used, and no more than the lesser of \$5,000,000 or five percent of the sum of the Sale Proceeds and investment earnings thereon will be used, directly or indirectly, to make or finance loans to any persons. The Village acknowledges that, for purposes of the preceding sentence, Gross Proceeds used to pay costs of issuance and other common costs (such as capitalized interest and fees paid for a qualified guarantee or qualified hedge) or invested in a reserve or replacement fund must be ratably allocated among all the purposes for which Gross Proceeds are being used.

(d) No user of the Prior Project other than a state or local governmental unit will use more than five percent of such facilities, considered separately, on any basis other than the same basis as the general public.

6.2. *I.R.S. Form 8038-G.* The information contained in the Information Return for Tax-Exempt Governmental Obligations, Form 8038-G, is true and complete. The Village will file Form 8038-G (and all other required information reporting forms) in a timely manner.

6.3. *Bank Qualification.* (a) The Village hereby designates each of the Bonds as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code.

(b) The Village has not entered into and will not enter into any agreements under which obligations issued by any other entity in calendar year 2017 were or will be allocated to the Village for purposes of Section 265(b)(3) of the Code.

(c) The Village is not subject to the Control of any entity, and there are no entities subject to Control of the Village that issued or may issue tax-exempt obligations during calendar year 2017. During calendar year 2017, the Village has not and will not issue tax-exempt bonds on behalf of any other entity. The Village has not and will not borrow



the proceeds or otherwise use the proceeds of any tax-exempt bonds issued by another entity during calendar year 2017.

(d) The par amount of the Bonds does not exceed \$10,000,000 and the issue price of the Bonds does not exceed \$10,000,000. The Bonds have not been sold in conjunction with any other obligations.

(e) In calendar year 2017, other than the Bonds, no tax-exempt obligations of any kind have been issued, are reasonably expected to be issued, or will be issued (A) by or on behalf of the Village or (B) by any entity subject to Control by the Village (including any entity which may hereafter come into existence).

(f) In calendar year 2017, no entity has issued or will issue tax-exempt obligations which, but for the \$10,000,000 limitations of Section 265(b)(3) of the Code would have been or would be issued (A) by or on behalf of the Village or (B) by any entity subject to Control by the Village (including any entity which may hereafter come into existence). The Village will receive substantial benefits from the projects financed and refinanced by the Bonds.

(g) The Village may take an action or permit an action to be taken that is contrary to the requirements of this Section 6.3 only if, in addition to the requirements of Section 7.10, the action will not adversely affect the treatment of the Bonds as “qualified tax-exempt obligations” for the purpose and within the meaning of Section 265(b)(3) of the Code and the Village obtains an opinion of Bond Counsel to that effect.

*7.1. Termination; Interest of Village in Rebate Fund.* The terms and provisions set forth in this Section shall terminate at the later of (a) 75 days after the Bonds have been fully paid and retired or (b) the date on which all amounts remaining on deposit in the Rebate Fund, if any, shall have been paid to or upon the order of the United States and any other payments required to satisfy the Rebate Provisions of the Code have been made to the United States. Notwithstanding the foregoing, the provisions of paragraphs 4.3, 4.4(c) and 7.9 hereof shall not terminate until the third anniversary of the date the Bonds are fully paid and retired.

*7.2. Separate Issue.* Since a date that is 15 days prior to the date of sale of the Bonds by the Village to the Purchaser, neither the Village nor any member of the same Controlled Group as the Village has sold or delivered any tax-exempt obligations other than the Bonds that are reasonably expected to be paid out of substantially the same source of funds as the Bonds. Neither the Village nor any member of the same Controlled Group as the Village will sell or deliver within 15 days after the date of sale of the Bonds any tax-exempt obligations other than the Bonds that are reasonably expected to be paid out of substantially the same source of funds as the Bonds.

*7.3. No Sale of the Prior Project.* (a) Other than as provided in the next sentence, neither the Prior Project nor any portion thereof has been, is expected to be, or will be sold or otherwise disposed of, in whole or in part, prior to the earlier of (i) the last date of the

reasonably expected economic life to the Village of the property (determined on the date of issuance of the Bonds) or (ii) the last maturity date of the Bonds. The Village may dispose of personal property in the ordinary course of an established government program prior to the earlier of (i) the last date of the reasonably expected economic life to the Village of the property (determined on the date of issuance of the Bonds) or (ii) the last maturity of the Bonds, provided: (A) the weighted average maturity of the Bonds financing the personal property is not greater than 120 percent of the reasonably expected actual use of that property for governmental purposes; (B) the Village reasonably expects on the issue date that the fair market value of that property on the date of disposition will be not greater than 25 percent of its cost; (C) the property is no longer suitable for its governmental purposes on the date of disposition; and (D) the Village deposits amounts received from the disposition in a commingled fund with substantial tax or other governmental revenues and the Village reasonably expects to spend the amounts on governmental programs within six months from the date of the commingling.

(b) The Village acknowledges that if property financed with the Prior Bonds is sold or otherwise disposed of in a manner contrary to (a) above, such sale or disposition may constitute a “deliberate action” within the meaning of the Regulations that may require remedial actions to prevent the Bonds from becoming private activity bonds. The Village shall promptly contact Bond Counsel if a sale or other disposition of Bond-financed property is considered by the Village.

*7.4. Purchase of Bonds by Village.* The Village will not purchase any of the Bonds except to cancel such Bonds.

*7.5. First Call Date Limitation.* The period between the date of Closing and the first call date of the Bonds is not more than 10-1/2 years.

*7.6. Registered Form.* The Village recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon be exempt from federal income taxation under laws in force at the time the Bonds are delivered. In this connection, the Village agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

*7.7. First Amendment.* The Village acknowledges and agrees that it will not use, or allow the Prior Project to be used, in a manner which is prohibited by the Establishment of Religion Clause of the First Amendment to the Constitution of the United States of America or by any comparable provisions of the Constitution of the State of Illinois.

*7.8. Future Events.* The Village acknowledges that any changes in facts or expectations from those set forth herein may result in different Yield restrictions or rebate requirements from those set forth herein. The Village shall promptly contact Bond Counsel if such changes do occur.

*7.9. Records Retention.* The Village agrees to keep and retain or cause to be kept and retained sufficient records to support the continued exclusion of the interest paid on

the Bonds from federal income taxation, to demonstrate compliance with the covenants in this Ordinance and to show that all tax returns related to the Bonds submitted or required to be submitted to the IRS are correct and timely filed. Such records shall include, but are not limited to, basic records relating to the Bond transaction (including this Ordinance and the Bond Counsel opinion); documentation evidencing the expenditure of Bond proceeds; documentation evidencing the use of Bond-financed property by public and private entities (*i.e.*, copies of leases, management contracts and research agreements); documentation evidencing all sources of payment or security for the Bonds; and documentation pertaining to any investment of Bond proceeds (including the information required under paragraphs 4.3 and 4.4 hereof and in particular information related to the purchase and sale of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income received from the investment of proceeds, guaranteed investment contracts and documentation of any bidding procedure related thereto and any fees paid for the acquisition or management of investments and any rebate calculations). Such records shall be kept for as long as the Bonds are outstanding, plus three (3) years after the later of the final payment date of the Bonds or the final payment date of any obligations or series of obligations issued to refund directly or indirectly all or any portion of the Bonds.

*7.10. Permitted Changes; Opinion of Bond Counsel.* The Yield restrictions contained in paragraph 5.2 hereof or any other restriction or covenant contained herein need not be observed or may be changed if such nonobservance or change will not result in the loss of any exemption for the purpose of federal income taxation to which interest on the Bonds is otherwise entitled and the Village receives an opinion of Bond Counsel to such effect.

*7.11. Excess Proceeds.* Gross Proceeds of the Bonds and investment earnings thereon and all unspent Prior Bond Proceeds as of the date of Closing and investment earnings thereon do not exceed by more than one percent of the Sale Proceeds of the Bonds the amount that will be used for:

- (i) payment of principal of or interest or call premium on the Refunded Bonds;
- (ii) payment of pre-issuance accrued interest on the Bonds and interest on the Bonds that accrues for a period up to the completion date of any capital project for which the prior issue was issued, plus one year;
- (iii) payment of cost of issuance of the Bonds;
- (iv) payment of administrative costs allocable to repaying the Refunded Bonds, carrying and repaying the Bonds or investments of the Bonds;
- (v) Prior Bond Proceeds that will be used or maintained for the governmental purpose of the Refunded Bonds; and
- (vi) interest on purpose investments.

7.12. *Successors and Assigns.* The terms, provisions, covenants and conditions of this Section shall bind and inure to the benefit of the respective successors and assigns of the Board and the Village.

7.13. *Expectations.* The Board has reviewed the facts, estimates and circumstances in existence on the date of issuance of the Bonds. Such facts, estimates and circumstances, together with the expectations of the Village as to future events, are set forth in summary form in this Section. Such facts and estimates are true and are not incomplete in any material respect. On the basis of the facts and estimates contained herein, the Village has adopted the expectations contained herein. On the basis of such facts, estimates, circumstances and expectations, it is not expected that Sale Proceeds, investment earnings thereon or any other moneys or property will be used in a manner that will cause the Bonds to be arbitrage bonds within the meaning of the Rebate Provisions and the Regulations. Such expectations are reasonable and there are no other facts, estimates and circumstances that would materially change such expectations.

The Village also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Board hereby authorizes the officials of the Village responsible for issuing the Bonds, the same being the President, Village Clerk and Village Treasurer, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest in the Bonds will be exempt from federal income taxation. In connection therewith, the Village and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

*Section 17. List of Bondholders.* The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

*Section 18. Duties of Bond Registrar.* If requested by the Bond Registrar, the President and Village Clerk are authorized to execute the Bond Registrar's standard form of agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

The Village Clerk is hereby directed to file a certified copy of this Ordinance with the Bond Registrar and the Paying Agent.

*Section 19. Continuing Disclosure Undertaking.* The President or Village Treasurer is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "*Continuing Disclosure Undertaking*"). When such Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, such Continuing Disclosure Undertaking

will be binding on the Village and the officers, employees and agents of the Village, and the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with such Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under such Continuing Disclosure Undertaking.

*Section 20. Municipal Bond Insurance.* In the event the payment of principal and interest on the Bonds is insured pursuant to a municipal bond insurance policy (the "*Municipal Bond Insurance Policy*") issued by a bond insurer (the "*Bond Insurer*"), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the Village and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer, amendment hereof, or other terms, as approved by the President on advice of counsel, his or her approval to constitute full and complete acceptance by the Village of such terms and provisions under authority of this Section.

*Section 21. Record-Keeping Policy and Post-Issuance Compliance Matters.* It is necessary and in the best interest of the Village to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the Bonds and other debt obligations of the Village, the interest on which is excludable from "gross income" for federal income tax purposes or which enable the Village or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds (including the Bonds, the "*Tax Advantaged Obligations*"). Further, it is necessary

and in the best interest of the Village that (i) the Board adopt policies with respect to record-keeping and post issuance compliance with the Village's covenants related to its Tax Advantaged Obligations and (ii) the Compliance Officer (as hereinafter defined) at least annually review the Village's Contracts (as hereinafter defined) to determine whether the Tax Advantaged Obligations comply with the federal tax requirements applicable to each issue of the Tax Advantaged Obligations. The Board and the Village hereby adopt the following Record-Keeping Policy and, in doing so, amend any similar Record-Keeping Policy or Policies heretofore adopted:

(a) *Compliance Officer Is Responsible for Records.* The Finance Director (the "Compliance Officer") is hereby designated as the keeper of all records of the Village with respect to each issue of the Tax Advantaged Obligations, and such officer shall report to the Board at least annually that he/she has all of the required records in his/her possession, or is taking appropriate action to obtain or recover such records.

(b) *Closing Transcripts.* For each issue of Tax Advantaged Obligations, the Compliance Officer shall receive, and shall keep and maintain, a true, correct and complete counterpart of each and every document and agreement delivered in connection with the issuance of the Tax Advantaged Obligations, including without limitation (i) the proceedings of the Village authorizing the Tax Advantaged Obligations, (ii) any offering document with respect to the offer and sale of the Tax Advantaged Obligations, (iii) any legal opinions with respect to the Tax Advantaged Obligations delivered by any lawyers, and (iv) all written representations of any person delivered in connection with the issuance and initial sale of the Tax Advantaged Obligations.

(c) *Arbitrage Rebate Liability.* The Compliance Officer shall review the agreements of the Village with respect to each issue of Tax Advantaged Obligations and shall prepare a report for the Board stating whether or not the Village has any rebate liability to the United States Treasury, and setting forth any applicable exemptions that each issue of Tax Advantaged Obligations may have from rebate liability. Such report shall be updated annually and delivered to the Board.

(d) *Recommended Records.* The Compliance Officer shall review the records related to each issue of Tax Advantaged Obligations and shall determine what requirements the Village must meet in order to maintain the tax-exemption of interest paid on its Tax Advantaged Obligations, its entitlement to direct payments by the United States Treasury of the applicable percentages of each interest payment due and owing on its Tax Advantaged Obligations, and applicable tax credits or other tax benefits arising from its Tax Advantaged Obligations. The Compliance Officer shall then prepare a list of the contracts, requisitions, invoices, receipts and other information that may be needed in order to establish that the interest paid on the Tax Advantaged Obligations is entitled to be

excluded from “gross income” for federal income tax purposes, that the Village is entitled to receive from the United States Treasury direct payments of the applicable percentages of interest payments coming due and owing on its Tax Advantaged Obligations, and the entitlement of holders of any Tax Advantaged Obligations to any tax credits or other tax benefits, respectively. Notwithstanding any other policy of the Village, such retained records shall be kept for as long as the Tax Advantaged Obligations relating to such records (and any obligations issued to refund the Tax Advantaged Obligations) are outstanding, plus three years, and shall at least include:

(i) complete copies of the transcripts delivered when any issue of Tax Advantaged Obligations is initially issued and sold;

(ii) copies of account statements showing the disbursements of all Tax Advantaged Obligation proceeds for their intended purposes, and records showing the assets and other property financed by such disbursements;

(iii) copies of account statements showing all investment activity of any and all accounts in which the proceeds of any issue of Tax Advantaged Obligations has been held or in which funds to be used for the payment of principal of or interest on any Tax Advantaged Obligations has been held, or which has provided security to the holders or credit enhancers of any Tax Advantaged Obligations;

(iv) copies of all bid requests and bid responses used in the acquisition of any special investments used for the proceeds of any issue of Tax Advantaged Obligations, including any swaps, swaptions, or other financial derivatives entered into in order to establish that such instruments were purchased at *fair market value*;

(v) copies of any subscriptions to the United States Treasury for the purchase of State and Local Government Series (SLGS) obligations;

(vi) any calculations of liability for *arbitrage rebate* that is or may become due with respect to any issue of Tax Advantaged Obligations, and any calculations prepared to show that no arbitrage rebate is due, together, if applicable, with account statements or cancelled checks showing the payment of any rebate amounts to the United States Treasury together with any applicable IRS Form 8038-T; and

(vii) copies of all contracts and agreements of the Village, including any leases (the “*Contracts*”), with respect to the use of any property owned by the Village and acquired, constructed or otherwise financed or refinanced with the proceeds of the Tax Advantaged Obligations effective at any time when such Tax Advantaged Obligations are, will or have been outstanding. Copies of contracts covering no more than 50 days of use and contracts related to Village employees need not be retained.

(e) *IRS Examinations or Inquiries.* In the event the IRS commences an examination of any issue of Tax Advantaged Obligations or requests a response to a



compliance check, questionnaire or other inquiry, the Compliance Officer shall inform the Board of such event, and is authorized to respond to inquiries of the IRS, and to hire outside, independent professional counsel to assist in the response to the examination or inquiry.

(f) *Annual Review.* The Compliance Officer shall conduct an annual review of the Contracts and other records to determine for each issue of Tax Advantaged Obligations then outstanding whether each such issue complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans. The Compliance Officer is expressly authorized, without further official action of the Board, to hire outside, independent professional counsel to assist in such review. To the extent that any violations or potential violations of federal tax requirements are discovered incidental to such review, the Compliance Officer may make recommendations or take such actions as the Compliance Officer shall reasonably deem necessary to assure the timely correction of such violations or potential violations through remedial actions described in the United States Treasury Regulations, or the Tax Exempt Bonds Voluntary Closing Agreement Program described in Treasury Notice 2008-31 or similar program instituted by the IRS.

(g) *Training.* The Compliance Officer shall undertake to maintain reasonable levels of knowledge concerning the rules related to tax-exempt bonds (and build America bonds and tax credit bonds to the extent the Village has outstanding build America bonds or tax-credit bonds) so that such officer may fulfill the duties described in this Section. The Compliance Officer may consult with counsel, attend conferences and presentations of trade groups, read materials posted on various web sites, including the web site of the Tax Exempt Bond function of the IRS, and use other means to maintain such knowledge. Recognizing that the Compliance Officer may not be fully knowledgeable in this area, the Compliance Officer may consult with outside counsel, consultants and experts to assist him or her in exercising his or her duties hereunder. The Compliance Officer will endeavor to make sure that the Village's staff is aware of the need for continuing compliance. The Compliance Officer will provide copies of this Ordinance and the Tax Exemption Certificate and Agreement or other applicable tax documents for each series of Tax Advantaged Obligations then currently outstanding (the "*Tax Agreements*") to staff members who may be responsible for taking actions described in such documents. The Compliance Officer should assist in the education of any new Compliance Officer and the transition of the duties under these procedures. The Compliance Officer will review this Ordinance and each of the Tax Agreements periodically to determine if there are portions that need further explanation and, if so, will attempt to obtain such explanation from counsel or from other experts, consultants or staff.

(h) *Amendment and Waiver.* The procedures described in this Section are only for the benefit of the Village. No other person (including an owner of a Tax Advantaged Obligation) may rely on the procedures included in this Section. The Village may amend this Section and any provision of this Section may be waived, without the consent of the holders of any Tax Advantaged Obligations and as authorized by passage of a resolution by the Board. Additional procedures may be required for Tax Advantaged Obligations the

proceeds of which are used for purposes other than capital governmentally owned projects or refundings of such, including tax increment financing bonds, bonds financing output facilities, bonds financing working capital, or private activity bonds. The Village also recognizes that these procedures may need to be revised in the event the Village enters into any derivative products with respect to its Tax Advantaged Obligations.

*Section 22. Publication of Ordinance.* A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Board.

*Section 23. Severability.* If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

*Section 24. Superseder and Effective Date.* All ordinances, resolutions or orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval, and publication in the manner provided by law.

ADOPTED: June 20, 2017

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED: June 20, 2017

\_\_\_\_\_  
President, Village of Bartlett  
DuPage, Cook and Kane Counties, Illinois

ATTEST:

\_\_\_\_\_  
Village Clerk, Village of Bartlett,  
DuPage, Cook and Kane Counties, Illinois

Recorded in the Village Records: June 20, 2017.

Published in pamphlet form by authority of the Board on May \_\_, 2017.

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF COOK     )

**CERTIFICATION OF ORDINANCE AND MINUTES**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois (the “*Village*”), and as such official I am the keeper of the records and files of the President and Board of Trustees of the Village (the “*Board*”).

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Board held on the 20th day of June, 2017, insofar as the same relates to the adoption of Ordinance No. \_\_\_\_\_, entitled:

AN ORDINANCE providing for the issuance of not to exceed \$2,950,000 General Obligation Refunding Bonds of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said Bonds, and authorizing the sale of said Bonds to the purchaser thereof.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was called and held at a specified time and place convenient to the public; that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board 96 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said meeting, a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the adoption of said ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Village this 20th day of June, 2017.

---

Village Clerk

[SEAL]

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF DUPAGE    )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerks of The County of DuPage, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 2017, there was filed in my office a duly certified copy of Ordinance No. \_\_\_\_\_ entitled:

AN ORDINANCE providing for the issuance of not to exceed \$2,950,000 General Obligation Refunding Bonds of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said Bonds, and authorizing the sale of said Bonds to the purchaser thereof.

duly adopted by the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, on the 20th day of June, 2017, and approved by the Village President, and that the same has been deposited in (and all as appearing from) the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of said County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
County Clerks of The County of DuPage,  
Illinois

[SEAL]

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF COOK    )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerks of The County of Cook, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 2017, there was filed in my office a duly certified copy of Ordinance No. \_\_\_\_\_ entitled:

AN ORDINANCE providing for the issuance of not to exceed \$2,950,000 General Obligation Refunding Bonds of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said Bonds, and authorizing the sale of said Bonds to the purchaser thereof.

duly adopted by the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, on the 20th day of June, 2017, and approved by the Village President, and that the same has been deposited in (and all as appearing from) the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of said County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
County Clerks of The County of Cook,  
Illinois

[SEAL]

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF KANE     )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerks of The County of Kane, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 2017, there was filed in my office a duly certified copy of Ordinance No. \_\_\_\_\_ entitled:

AN ORDINANCE providing for the issuance of not to exceed \$2,950,000 General Obligation Refunding Bonds of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said Bonds, and authorizing the sale of said Bonds to the purchaser thereof.

duly adopted by the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, on the 20th day of June, 2017, and approved by the Village President, and that the same has been deposited in (and all as appearing from) the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of said County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
County Clerks of The County of Kane,  
Illinois

[SEAL]



STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF DUPAGE    )

**CERTIFICATE OF PUBLICATION IN PAMPHLET FORM**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois (the "*Village*"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the Village and of the President and Board of Trustees (the "*Board*") of the Village.

I do further certify that on the \_\_\_\_ day of May, 2017, there was published in pamphlet form, by authority of the Board, a true, correct, and complete copy of Ordinance No. \_\_\_\_\_ of the Village entitled:

AN ORDINANCE providing for the issuance of not to exceed \$2,950,000 General Obligation Refunding Bonds of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said Bonds, and authorizing the sale of said Bonds to the purchaser thereof.

and providing for the issuance of said bonds, and that the ordinance as so published was on that date readily available for public inspection and distribution, in sufficient number so as to meet the needs of the general public, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Village this \_\_\_\_ day of May, 2017.

[SEAL]

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



**Village of Bartlett**  
**Finance Department Memo**  
**2017 - 16**

**DATE:** May 26, 2017

**TO:** Paula Schumacher, Acting Village Administrator

**FROM:** Todd Dowden, Finance Director

**SUBJECT:** Municipal Advisory Services Agreement

Attached, please find for your review a resolution and engagement agreement with Robert W. Baird & Co. to perform financial advisory work for the 2007 GO Bond Refunding. The Village's first agreement with Robert W. Baird & Co. began in June of 2014 and was for the issuance of the Police Station Bonds.

The terms include a fee of 0.165% of the principal amount issued with a minimum fee of \$18,250. This is the same fee structure that was charged to the Village for the 2016 General Obligation bonds issue.

**RESOLUTION 2017- -R**

**A RESOLUTION APPROVING ADVISORY SERVICES AGREEMENT WITH ROBERT W. BAIRD TO PERFORM FINANCIAL ADVISORY WORK FOR THE VILLAGE OF BARTLETT**

---

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

**SECTION ONE:** The Municipal Advisory Services Agreement dated April 11, 2017, between the Village of Bartlett and Robert W. Baird and Co. Incorporated (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein, 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:** June 20, 2017

**APPROVED:** June 20, 2017

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

**ATTEST:**

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

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2017- -R, enacted on June 20, 2017, and approved on June 20, 2017, as the same appears from the official records of the Village of Bartlett.

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

April 11, 2017

Mr. Todd Dowden  
Finance Director  
Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

Re. Municipal Advisory Services Agreement

Mr. Dowden:

On behalf of Robert W. Baird & Co. Incorporated (“we” or “Baird”), we wish to thank you for the opportunity to serve as municipal advisor to the Village of Bartlett, Illinois (“you” or the “Client”) with respect to the proposed issuance of General Obligation Refunding Bonds, Series 2017 (the “Securities”). Upon your acceptance, this engagement letter (“Agreement”) will establish the mutual terms and conditions under which Baird will provide municipal advisory services to the Client in connection with the proposed issuance or other financing (the “Financing”), effective on the date this Agreement is executed by Client (the “Effective Date”).

**1. Scope of Services.**

(a) Municipal Advisory Services to be Provided by Baird. The Client hereby engages Baird to serve as municipal advisor with respect to the Financing, and in such capacity Baird agrees to provide advice as to the structure, timing, terms and other matters regarding the Financing, including the following services, if and as requested by the Client:

- Evaluate possible options, vehicles and structures or alternatives for the Financing
- Assist Client in establishing the structure, timing, terms and other similar matters concerning the Financing
- Advise the Client as to the methods and types of Financing that are available and appropriate to the Client
- Assist the Client in developing and designing the terms and features of the plan of Financing and prepare the financing schedule
- Consult and meet with representatives of Client and its agents or consultants with respect to the Financing
- Review recommendations made by other parties to Client with respect to the Financing
- Review financial and other information regarding Client, the proposed Financing and any source of repayment of or security for the Financing
- Consult with and/or advise Client on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on Client and its financing plans
- Advise the Client as to strategies for obtaining the Financing, including, if applicable, provide information on the differences between a negotiated underwriting and a competitively bid offering
- Review financial and other information regarding the Client, the Financing
- Assist in the preparation and/or review and distribution of documents pertaining to the Financing, including, if applicable, the official statement and/or bid package

- Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of Client and other documents necessary to finalize and close the Financing
- Respond to questions and requests from bidders, underwriters or potential investors and other possible Financing sources
- If applicable, in a negotiated sale assist in the selection of one or more underwriters for the Financing
- At the time of sale, provide Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
- In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise Client on matters relating to retail or other order periods and syndicate priorities, review the order book, advise on the acceptability of the underwriter's pricing and offer to purchase
- Advise Client with respect to recommendations made by the underwriters and other interactions between Client and the underwriters
- Review required underwriter disclosures to Client
- If applicable, arrange and facilitate visits to, and prepare materials for, credit ratings agencies and insurers and other liquidity providers
- Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Financing
- Advise Client with regard to any continuing disclosure undertaking required to be entered into in connection with the Financing, including advising on the selection of a dissemination agent
- Assist Client in selecting legal and other professionals (such as trustee, escrow agent, accountant, feasibility consultant, etc.) to work on the Financing
- Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of Client and other documents necessary to finalize and close on the Financing
- Prepare a closing memorandum or settlement statement for, and otherwise coordinate or assist with, the closing and delivery of the Financing and transfer of funds
- Such other usual and customary financial advisory services as may be requested by the Client

limitations: (b) Limitations on Scope of Services The Scope of Services is subject to the following

- i.) The Scope of Services is limited solely to the services described herein and is subject to any limitations set forth within the description of the Scope of Services.
- ii.) Unless otherwise provided in the Scope of Services described herein, Baird is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Baird provided by Baird for inclusion in such documents.
- iii.) The Scope of Services does not include tax, legal, accounting or engineering advice with respect to the Financing or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

2. Regulatory Duties. Under MSRB Rule G-23, Baird will not be able to serve as underwriter or placement agent for any notes, bonds or other securities to be issued and sold as part of the Financing. Baird is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board. As financial advisor to the Client in connection with the proposed Financing, Baird will have fiduciary duties, including a duty of care and a duty of loyalty. Baird is required to act in the Client's best interests without regard to its own financial and other interests.

MSRB Rule G-42 requires that Baird make a reasonable inquiry as to the facts that are relevant to Client's determination whether to proceed with a course of action or that form the basis for and advice provided by Baird to Client. The rule also requires that Baird undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Baird is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client's behalf.

Client agrees to cooperate, and to cause its agents to cooperate, with Baird in carrying out these regulatory duties, including providing to Baird accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, Client agrees that, to the extent Client seeks to have Baird provide advice with regard to any recommendation made by a third party, Client will provide to Baird written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. Fees and Expenses. For its financial advisory services, Baird shall be entitled to a fee (the "Municipal Advisory Fee") to be paid by the Client equal to 0.165% of the principal amount or par value of the Financing with a minimum fee of \$18,250. The Municipal Advisory Fee shall be paid upon completion of the Financing. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest because it may give Baird an incentive to recommend to the Client a Financing that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

The Client shall also reimburse Baird for all out-of-pocket costs and expenses it reasonably incurs in connection with the services it provides hereunder. The Issuer shall be responsible for paying all other costs of issuance, including without limitation, bond counsel, underwriter, underwriter's counsel (if any) and ratings agency fees and expenses, and all other expenses incident to the performance of the Issuer's obligations under the proposed Financing.

4. Term and Termination. The term of this engagement shall extend from the date of this Agreement to the closing of the Financing. Notwithstanding the forgoing, either party may terminate Baird's engagement at any time without liability or penalty upon at least 30 days' prior written notice to the other party. If Baird's engagement is terminated by the Client, the Client agrees to reimburse Baird for its out-of-pocket expenses incurred until the date of termination and if within 12 months following such termination the Client completes the Financing the Client shall pay Baird the Financial Advisory Fee.

5. Limitation of Liability. The Client agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to the Client in the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Baird to Client. No recourse shall be had against Baird for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Financing/Offering or otherwise relating to the tax treatment of any Financing/Offering, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Baird's fiduciary duty to Client under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.



6. **Required Disclosures.** Accompanying this letter is a disclosure document describing the material conflicts of interest and information regarding certain legal events and disciplinary history related to the securities proposed to be sold in the Financing as required by MSRB Rule G-42.

7. **Miscellaneous.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. This Agreement shall be binding upon and inure to the benefit of Client and Baird, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party. This Agreement contains the entire agreement between the parties relating to the rights granted herein and obligations assumed herein. This Agreement and the Scope of Services provided hereunder may not be amended, supplemented or modified except by means of a written instrument executed by both parties hereto. This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return the enclosed copy of this letter. The undersigned represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of Client.

Again, we thank you for the opportunity to assist you with the Financing and the confidence you have placed in us.

Very truly yours,

**ROBERT W. BAIRD & CO. INCORPORATED**

By:   
Managing Director

Accepted this \_\_\_ day of \_\_\_\_\_, 20\_\_

**VILLAGE OF BARTLETT, ILLINOIS**

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

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



# Agenda Item Executive Summary

Item Name      Active Transportation Alliance Kickstand      Committee  
Classic II bike race Agreement      or Board      Committee

## BUDGET IMPACT

Amount:      N/A      Budgeted      N/A

List what  
fund      N/A

## EXECUTIVE SUMMARY

The Active Transportation Alliance Kickstand Classic II bike race Agreement shares the costs and responsibilities for staging the second annual event in the Village on October 1, 2017.

For this year's Classic Active Transportation is adding the Davis Phinney Foundation's 200 cyclists as a partner to help promote the event and add to the sponsorship.

## ATTACHMENTS (PLEASE LIST)

Staff memo, Draft MOU Agreement with cost sharing exhibit, Bike Route map depicting Davis Phinney and Kickstand Bike Race Lanes and Kickstand Classic Bike Route map

## ACTION REQUESTED

- For Discussion Only:
- Resolution
- Ordinance
- Motion

Staff:      Jim Plonczynski, Com Dev Director      Date:      5/27/2017

**COMMUNITY DEVELOPMENT MEMORANDUM**

**17-100**

**DATE:** May 26, 2016  
**TO:** Paula Schumacher, Acting Village Administrator  
**FROM:** Jim Plonczynski, CD, Director  
**RE:** Kickstand Classic II Bike Race Agreement

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The Village Staff has been working with Active Transportation Alliance, a not-for-profit alternative transportation advocacy organization, to stage the Kickstand Classic II Bike Race. This event is a timed bike race for all skill levels.

The Village's Economic Development Commission recommended that additional events be held in the village to improve the local economy. The inaugural Kick Stand Classic was very successful and being in its second year is set to be an event held in the community on an annual basis.

For this year's Classic, Active Transportation Alliance is partnering with the Davis Phinney Foundation to pair up their annual race with the Kickstand Classic II Bike Race. The Davis Phinney riders will number approximately 200 and total ridership will remain well below the course capacity. Each Phinney cyclist will race continuously for multiple hours, and thus they will not be sprinting. However, steps are being taken to ensure Davis Phinney cyclists remain a safe distance from slower Kickstand riders.

As part of planning this event, an Agreement between the Village and Active Transportation Alliance detailing the date, route, cost sharing, personnel and equipment required to stage the event needs to be approved by both parties.

Attached is a draft of the Agreement between the Village of Bartlett and Active Transportation Alliance for the Kickstand Classic II bike race on October 1, 2017.

**Active Transportation Alliance  
Kickstand Classic  
Location Host Agreement  
2017**

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|  |   |
|--|---|
| <p>To: Village of Bartlett<br/>228 S. Main Street<br/>Bartlett, IL 60103</p> <p>Paula Schumacher, Interim Village<br/>Administrator<br/>Phone 630-837-0800<br/>Fax 630-837-0891<br/>pschumacher @vbartlett.org</p> | <p>From: Ron Burke<br/>Executive Director<br/>Active Transportation Alliance<br/>9 W. Hubbard St., Suite 402<br/>Chicago, IL 60654</p> <p>(312) 427-3325, ext. 228<br/>(312) 427-4907 fax<br/>ron@activetrans.org</p> |
|--|---|

Date: May 5, 2017

**AGREEMENT**

The Active Transportation Alliance, an Illinois not-for-profit organization (“Active Trans”), will produce the Kickstand Classic bike race in conjunction with the Village of Bartlett, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois. The event will take place on public right of way within the corporate limits of the Village of Bartlett improved with roads and streets that are owned by and under the jurisdiction of the Village of Bartlett (“Bartlett Roads”). Proceeds from the event will support the nonprofit Active Transportation Alliance in their mission to improve biking, walking, and transit in the Chicago region. The event will be held on October 1, 2017

**1. Bartlett will provide:**

- a. All services and staff to ensure agreed upon route and closures of Bartlett Road (“Road Closures”) on the date of the event.
- b. Village permitting and community outreach for Road Closures.
- c. Infrastructure for Road Closures (barricades, traffic cones, variable message boards, detour materials).
- d. Assistance in recruiting local volunteers to support the event
- e. Police Services for the day of event and overnight security after set-up on the day prior to the event.
- f. Ample Parking within one mile of the start/finish area
- g. Promotional support through Village outlets
- h. Free access to village water and electricity
- i. Mutually agreed upon additional resources to support the production of the event

**DRAFT**

**2. Active Trans will provide:**

- a. Staff to plan and execute the event including sponsorship, marketing, logistics, registration, IT support, participant communications, liability assessment, volunteer recruitment and management, etc.
- b. Up to 15 personnel for support on the day of the event
- c. A robust regional marketing and PR plan, highlighting Bartlett as the event host
- d. Funding for event expenses, excluding those which Bartlett has agreed to provide
- e. Payment to Bartlett for the expenses outlined in the expense attachment.

**3. Insurance**

Each party agrees to secure and maintain the following insurance in full force and effect throughout the Term of this Agreement: (i) commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate to cover bodily injury/and or property damage to third parties (including contractual liability coverage), and (ii) workers compensation coverage as required by law. To satisfy its obligation to provide stand-alone insurance, Bartlett shall obtain either policies of insurance, or maintain its membership in the Intergovernmental Risk management Agency ("IRMA"), which shall obtain policies which provide the coverage in amounts as set forth on Exhibit B attached to and made a part of this Agreement (the "Bartlett/IRMA Insurance Coverage"). Certificates evidencing proof of insurance shall be provided upon request. The insurance policies shall be written on an "occurrence" basis and shall provide for thirty (30) days' notice of any cancellation or modification of the policy. All insurance shall be written by companies having an A.M. Best's rating of at least A VII. The Village of Bartlett reserves the right to self-insure or provide insurance through IRMA for any and all exposures typically covered by the insurance policies listed herein. This provision shall survive the termination or expiration of this Agreement.

**4. Cross Indemnification**

- a. The Village of Bartlett agrees to defend, indemnify and hold Active Trans and its members, officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the gross negligence, willful and wanton acts, omissions, failures to act or misconduct of the Village of Bartlett, or its elected or appointed officials, officers, employees, agents, contractors, subcontractors, or representatives, or arising out of the condition of the Bartlett Roads, or the placement and erection of infrastructure for Road Closures, except to the extent any injuries, claims, demands, judgments, damages, losses or expenses arise out of or result from the negligence or misconduct of Active Trans, or any of its members, officers, employees, contractors, subcontractors, agents or representatives.

- b. Active Trans agrees to defend, indemnify and hold the Village of Bartlett and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense arising out of, resulting from or alleged to arise out of or result from the gross negligence, willful or wanton acts, omissions, failures to act or misconduct of Active Trans, or of any of its members, officers, employees, agents, contractors, subcontractors, representatives, sponsors or volunteers in the use or occupancy of the Bartlett Roads during the event (including set up and take down), except to the extent any injuries, claims, demands, judgments, damages, losses or expenses arise out of or result from the negligence or misconduct of the Village of Bartlett, or of any of its officials, officers, employees, contractors, agents or representatives.

## **5. Limitation of Liability**

Neither Party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages, provided, however, that the limitations set forth in this Section shall not apply to or in any way limit the obligations of the parties under Section 4 above (entitled "Cross Indemnification"). The Village of Bartlett acknowledges that the Kickstand Classic is an outdoor event and that Active Trans has no control over acts of God, weather, road conditions or pre-existing signage along the event route.

## **6. Conduct.**

The parties and their respective employees, contractors and volunteers shall act in a legal, professional, and first class manner. Either party may request the other party to remove specific employee(s), contractor(s) or volunteer(s) from the event at any time due to gross negligence or willful or reckless acts.

## **7. Cancellation**

Each party shall be excused from performance under this Agreement and shall have no liability to the other party in the event that the Kickstand Classic is cancelled due to an Act of God, war, terrorism, civil disturbance, court order, or natural disaster. Bartlett and Active Trans will negotiate in good faith to agree upon a mutual plan of resolution if this situation occurs.

## **8. Propriety Rights To Kickstand Classic**

Nothing in this Agreement shall diminish the rights of Active Trans in regard to future production of a Kickstand Classic. The Kickstand Classic shall remain an event produced by, and for the benefit of, Active Trans, both during and after the Terms of this Agreement have expired. Active

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Trans reserves the right to include other charitable partners in this event and share proceeds if agreements are reached that are in the best interest of both charities. Notwithstanding the foregoing, nothing contained herein shall be construed as obligating Bartlett to approve or hold any future Kickstand Classic, or a bike marathon by another name, or renew or extend the term of this Agreement.

The parties have read this Agreement and agree to abide by the policies stated therein.

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

VILLAGE OF BARTLETT

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

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

ACTIVE TRANSPORTATION ALLIANCE

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

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

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

Please email or mail to Active Transportation Alliance, attn.: Maureen Stern, Sr. Manager of Event at [Maureen@activetrans.org](mailto:Maureen@activetrans.org) or 9 W. Hubbard St., Ste. 402, Chicago, IL 60654. Thank You!

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**Active Transportation Alliance  
Kickstand Classic  
Location Host Agreement  
2017**

**Expense Attachment**

|   |   |
|---|---|
| <p>To: The Village of Bartlett, IL</p> <p>Village President<br/>Kevin Wallace<br/>228 S. Main Street<br/>Bartlett, IL 60103</p> <p>KWallace@vbartlett.org</p> | <p>From: Ron Burke<br/>Executive Director<br/>Active Transportation Alliance<br/>9 W. Hubbard St., Suite 402<br/>Chicago, IL 60654</p> <p>(312) 427-3325, ext. 228<br/>(312) 427-4907 fax<br/>ron@activetrans.org</p> |
|---|---|

Date: May 5, 2017

The Village of Bartlett has outlined the following expenses to support the production of the Kickstand Classic. The following costs will be divided evenly between the Village of Bartlett and the Active Transportation Alliance. The Active Transportation Alliance will provide additional resources, not governed by this agreement, to ensure a successful event.

The expenses outlined below come to a total of \$32,502.22. These resources will be facilitated and/or provided by the Village of Bartlett. They will be paid for by the Village of Bartlett. The Active Transportation Alliance will reimburse the Village of Bartlett for 50% of the final costs, up to but not exceeding, \$16,251.11 by a mutually agreed upon date. Should expenses for policing, public works, street closures, portable toilets and trash exceed the estimates below, the additional costs will be covered by the Village of Bartlett.

| Village of Bartlett Outlined Costs |         |           |        |         |          |                           |
|------------------------------------|---------|-----------|--------|---------|----------|---------------------------|
| Officer                            | Reg Hrs | Reg. Rate | OT Hrs | OT Rate | Total    | Detail                    |
|                                    |         |           | 7      | \$66.82 | \$467.74 | Overnight Security        |
|                                    |         |           | 7      | \$78.58 | \$550.06 | Traffic control           |
|                                    |         |           | 7.5    | \$36.24 | \$197.30 | Traffic Control           |
|                                    |         |           | 9.5    | \$36.24 | \$344.28 | Traffic Control and Setup |
|                                    |         |           | 7      | \$36.24 | \$253.68 | Traffic Control           |
|                                    |         |           | 7      | \$53.15 | \$372.05 | Traffic Control           |
|                                    | 7       | \$20.40   |        |         | \$142.80 | Traffic Control           |
|                                    |         |           | 7      | \$52.11 | \$364.77 | Traffic Control           |



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|  |     |         |     |         |          |                                  |
|--|-----|---------|-----|---------|----------|----------------------------------|
|  |     |         | 8.5 | \$49.25 | \$328.29 | Traffic Control & Set Up         |
|  |     |         | 7   | \$66.82 | \$467.74 | Traffic Control                  |
|  |     |         | 7   | \$66.82 | \$467.74 | Traffic Control                  |
|  |     |         | 7   | \$66.82 | \$467.74 | Traffic Control                  |
|  |     |         | 7   | \$66.82 | \$467.74 | Traffic Control                  |
|  |     |         | 7   | \$66.82 | \$467.74 | Traffic Control                  |
|  |     |         | 6.5 | \$66.82 | \$434.33 | Traffic Control                  |
|  |     |         | 7   | \$47.17 | \$330.19 | Traffic Control                  |
|  |     |         | 7   | \$66.82 | \$467.74 | Traffic Control                  |
|  |     |         | 7   | \$62.95 | \$440.65 | Traffic Control                  |
|  |     |         | 7   | \$66.82 | \$467.74 | Traffic Control                  |
|  |     |         | 7   | \$47.17 | \$330.19 | Traffic Control                  |
|  |     |         | 8   | \$66.82 | \$534.56 | Traffic Control & Festival       |
|  |     |         | 8   | \$50.07 | \$400.56 | Traffic Control & Festival       |
|  |     |         | 7   | \$82.19 | \$575.33 | Traffic Control                  |
|  |     |         | 7   | \$50.07 | \$400.56 | Traffic Control                  |
|  |     |         | 7.5 | \$66.82 | \$501.15 | Traffic Control & Set Up         |
|  |     |         | 7   | 66.82   | \$305.76 | Traffic Control                  |
|  |     |         | 7   | \$82.19 | \$575.33 | Traffic Control Relief Team      |
|  |     |         | 7   | \$66.82 | \$467.74 | Traffic Control Relief Team      |
|  |     |         | 8   | \$66.82 | \$534.56 | Traffic Con Relief and Take Down |
|  |     |         | 7   | \$71.92 | \$503.44 | Traffic Control Relief Team      |
|  |     |         | 7   | \$66.82 | \$467.74 | Festival Area                    |
|  |     |         | 7   | \$46.19 | \$323.33 | Traffic Control Relief Team      |
|  |     |         | 7   | \$66.82 | \$467.74 | Festival Area                    |
|  |     |         | 7   | \$47.17 | \$330.19 | Bike Patrol                      |
|  |     |         | 8   | \$66.82 | \$534.56 | Bike Patrol & Festival           |
|  |     |         | 7   | \$64.85 | \$453.95 | Bike Patrol                      |
|  |     |         | 7   | \$47.17 | \$330.19 | Bike Patrol                      |
|  |     |         | 7   | \$66.82 | \$467.74 | Festival area                    |
|  |     |         | 4   | \$44.66 | \$178.64 | Record Call Taking               |
|  |     |         | 2   | \$66.82 | \$133.64 | Volunteer Meeting & Set Up       |
|  | 6.5 | \$20.05 |     |         | \$130.33 | Traffic Control                  |

DRAFT

|                     |     |         |  |              |                    |                                     |
|---------------------|-----|---------|--|--------------|--------------------|-------------------------------------|
|                     | 6.5 | \$20.05 |  |              | \$130.33           | Traffic Control                     |
|                     | 6.5 | \$20.05 |  |              | \$130.33           | Traffic Control                     |
|                     | 6.5 | \$20.05 |  |              | \$130.33           | Traffic Control                     |
|                     | 6.5 | \$20.05 |  |              | \$130.33           | Traffic Control                     |
|                     | 6.5 | \$20.05 |  |              | \$130.33           | Traffic Control                     |
|                     | 6.5 | \$20.05 |  |              | \$130.33           | Traffic Control                     |
|                     | 6.5 | \$20.05 |  |              | \$130.33           | Traffic Control                     |
|                     | 6.5 | \$20.05 |  |              | \$130.33           | Traffic Control                     |
|                     | 6.5 | \$20.05 |  |              | \$130.33           | Traffic Control                     |
|                     | 6.5 | \$20.05 |  |              | \$130.33           | Traffic Control                     |
| Sewer               |     |         |  |              | \$775.71           |                                     |
| Streets             |     |         |  |              | \$7,030.47         |                                     |
| Water               |     |         |  |              | \$671.69           |                                     |
| Special Signs       |     |         |  |              | \$2,500            | Signs                               |
| Barricade Rental    |     |         |  |              | \$6,000            | Barricades from TSI/TCP             |
| Portable Toilets    |     |         |  |              | Republic           | 15 Festival Units                   |
| Trash and Liners    |     |         |  |              | Republic           | 35 total boxes and lids with liners |
| United Rent a Fence |     |         |  |              | \$973.50           | Fence for Festival                  |
| Mailing             |     |         |  |              | \$2,800            | Neighbor notification               |
|                     |     |         |  | <b>TOTAL</b> | <b>\$32,502.22</b> | Barricade cost is estimate          |



Kickstand Classic & Davis Phinney Lanes

**NEWPORT BLVD**

Kickstand Classic Lane

Davis Phinney Lane

Davis Phinney Lane

Kickstand Classic Lane

**STEARNS RD**

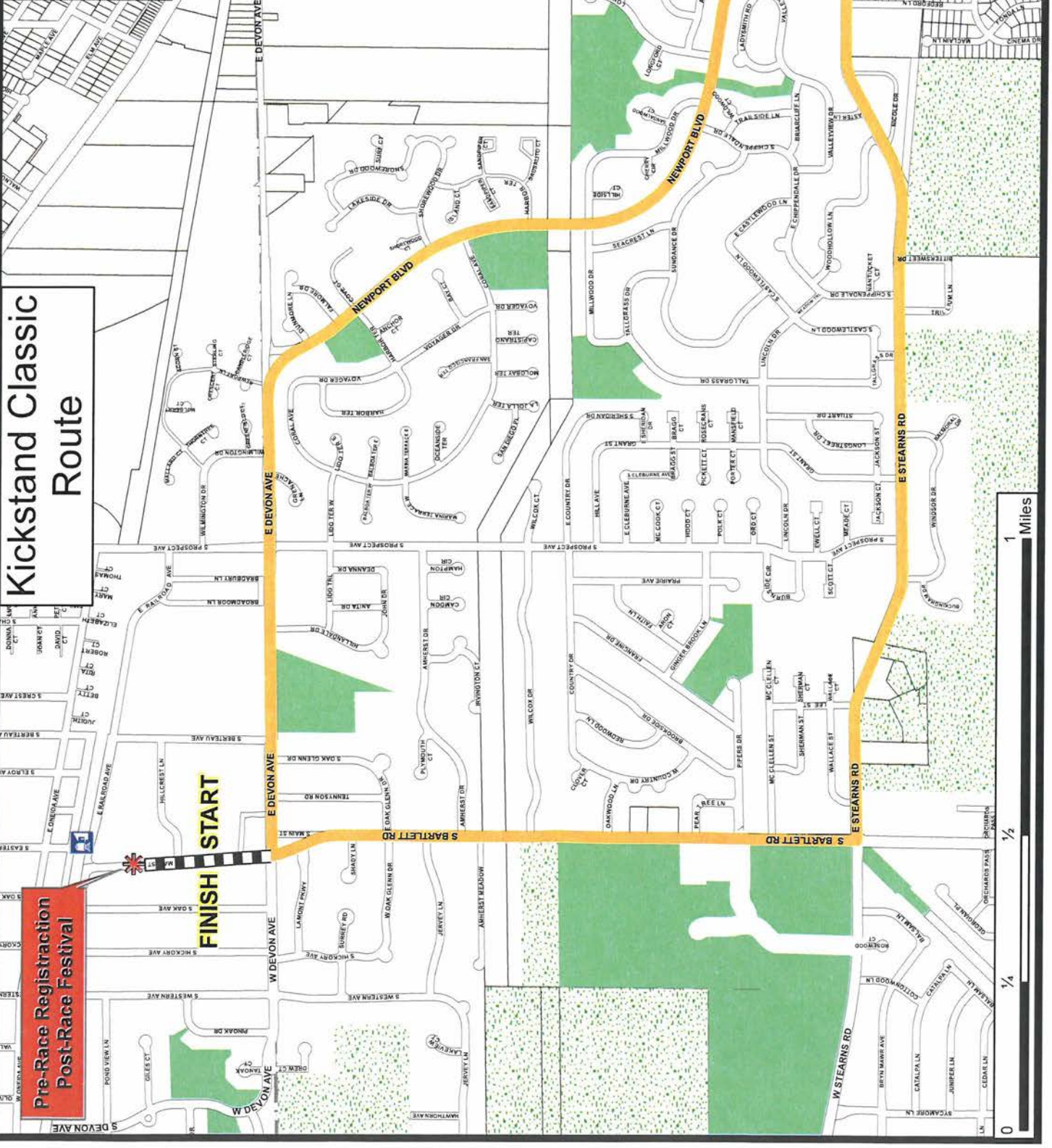


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, U Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

# Kickstand Classic Route

**LEGEND**

- Start/Finish Area
- 4.8 Miles-Race Route
- Park Facility
- Forest Preserve



**Pre-Race Registration  
Post-Race Festival**

**FINISH START**





# Memorandum

**To:** Paula Schumacher, Acting Village Administrator  
**From:** Tyler Isham, Management Analyst  
**Date:** 5/26/2017  
**Re:** ADA Transition Plan

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In accordance with Title II of the American with Disabilities Act (ADA), staff has created a Transition Plan for all of the public right of ways and sidewalks within the Village. The staff started this process once the ADA updated the requirements of the sidewalks and right of ways to include truncated dome curb cuts, and required an active plan for transitioning the “older” curb cuts, into the more updated version. This plan took an inventory of our current sidewalks and right of ways and created a multi-year plan to create safe and compliant right of ways at intersections for all pedestrians. There will be a budgeted amount of \$10,000 each year out of the MFT and Street Department’s Sidewalk and Curb Replacement Fund until the work is complete.

The plan consists of multiple years. The highest priority intersection crossings are the curbs within the roads being resurfaced with MFT funds. Once the curbs in the resurfacing area are all compliant, any remaining funds shall be utilized to install compliant curbs per the plan until all curbs are within compliance.

This plan is subject to change if there is ever a need to do so, or if a new priority area is identified. The implementation of this plan will create a safer and more walkable Village for the residents. Attached is a copy of the plan for your review.

## MOTION

**I MOVE TO APPROVE RESOLUTION NO. 2017-\_\_\_\_\_ A RESOLUTION ADOPTING THE VILLAGE OF BARTLETT’S ADA TRANSITION PLAN FOR PUBLIC RIGHT OF WAYS AND SIDEWALK**

**RESOLUTION 2017-\_\_\_\_\_**

**A RESOLUTION ADOPTING THE VILLAGE OF BARTLETT'S ADA TRANSITION PLAN FOR PUBLIC RIGHT OF WAYS AND SIDEWALK**

**WHEREAS**, as required by the law, the Department of Public Works has prepared an ADA (American with Disabilities Act) Transition Plan 2017 for Public Right of Ways and Sidewalk for the Village of Bartlett; and

**WHEREAS**, The Village of Bartlett staff has thoroughly reviewed the plan and recommends the Village of Bartlett Board of Trustees approve the plan; and

**WHEREAS**, it is in the best interest of the safety of the residents of the Village of Bartlett that this plan should be adopted; and

**WHEREAS**, providing a safe and equal access to all public programs and walkways is important for all residents and visitors of the Village;

**NOW, THEREFORE, BE IT RESOLVED**, that I, Kevin Wallace, Village President of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, adopt the Village of Bartlett ADA Transition Plan for Public Right of Ways and Sidewalk.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:** None

**ABSENT:**

**PASSED:** June 6, 2017

**APPROVED:** June 6, 2017

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

**ATTEST:**

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

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2017-\_\_\_\_\_ enacted on June 6, 2017, and approved on June 6, 2017, as the same appears from the official records of the Village of Bartlett.

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



# The Village of Bartlett's ADA Transition Plan for Municipal Facilities and Public Right of Ways



Village of Bartlett, Illinois  
Updated: May 2016





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## **DEMOGRAPHICS AND HISTORY**

The Village of Bartlett is a northwest suburb of Chicago. The town sits approximately 30 miles from Downtown Chicago and 20 miles from O'Hare International Airport. The current population of Bartlett is 41,208 as of the 2010 census.

Luther Bartlett started a woodlot for lumber in the area that would become Bartlett in 1843. He donated some acres to create a train depot going through from Elgin to Chicago in the 1870's. Bartlett was officially incorporated on February 28, 1891. The Village of Bartlett now has relied on some light industrial and retail along the Route 59 corridor within the Village for the majority of its economy. The village is divided into three counties; Cook, DuPage, and a little bit of Kane Counties. The municipality currently covers roughly 16 square miles.

The municipal complex contains the Village Hall and Police Department. Village Hall is where the Administration, Finance, Building, and Community Development Departments are located. Public Works is located on the southern end of the village in a different location and was built in 1997. The municipal complex was built in 2006, and the construction of a new Police Department has been approved. The Village also owns and operates an 18-hole municipal golf course.

## **PURPOSE**

The purpose of the Transition Plan is to ensure that the citizens of Bartlett are provided full access to Village programs, services and activities as reasonably possible. The Village has received input from individuals and organizations at public meetings.

Title II of the ADA requires that each of the Village's services, programs and activities, when viewed in their entirety, be readily accessible and usable by individuals with disabilities. The Village Board adopted a resolution dated July 21, 1992 titled "Resolution of Compliance with the Americans with Disabilities Act" in accordance with the requirements of ADA.

This Plan identifies two forms of barriers: physical and programmatic barriers

Physical barriers include the following:

1. Parking
2. Paths of entry/travel
3. Doorways
4. Restrooms
5. Service counters
6. Stairways
7. Curb Ramps
8. Sidewalks

Programmatic barriers include the following:

1. Building signage
2. Customer communications and interaction
3. Access to public telephones
4. Emergency notifications, alarms, visible signals
5. Communications (via Internet, public meetings, telephone)

Village facilities, programs, services, policies, practices and procedures will continue to be surveyed on an ongoing basis, and the Plan may be revised from time to time to account for changes to Village activities. An accessibility inventory of sidewalks, curb ramps, marked crosswalks and government buildings have been completed, and an approach has been put in place to ensure that Village programs, activities and services are handicap accessible.

The Plan will be posted on the Village website for review and consideration by the general public. Individuals may submit comments on the accessibility of Village programs and facilities by contacting the Village's ADA Coordinator, the Village Clerk, or the designee at 630-837-0800 or by e-mail at [pschumacher@vbartlett.org](mailto:pschumacher@vbartlett.org).

## **PHYSICAL BARRIERS**

The Village owns the following properties:

1. Village Hall, including Administrative offices and Police Department.
2. Public Works Administration Building
3. Bartlett Hills Golf Course
4. Public Works Garages (x3)

5. Salt Storage Building
6. Village of Bartlett Wastewater Treatment Plant
7. Lake Street Elgin Pumping Station
8. City Public Parking Lots with Metra
9. Glen Koehler Field
10. Ruzicka Field
11. Bartlett Park
12. Surface Improvements to Public Streets and Sidewalks Within the Municipal Limits of the Village

A self-evaluation and inventory of the Village's accessibility to sidewalks, curb ramps, government buildings and programs has been conducted for public input as referenced in attached Exhibit "A". Sidewalk evaluation has been completed and additional criteria may be added. A GIS map of existing sidewalks, curb ramps, and crossings within the Village of Bartlett including a GIS map and access to State/local government facilities is attached as Exhibit "B".

## **BASELINE CONDITIONS**

Each of the Village's facilities were reviewed for several "baseline" conditions, including:

1. Access to parking and entry into the facilities;
2. Access to a clear and distinct path of travel;
3. Access to programs and services;
4. Access to public areas and restrooms; and
5. Access to related amenities

## **CRITERIA FOR DETERMINING EXISTENCE OF IMPEDIMENT**

Criteria were established to determine whether corrective action needs to be taken at a particular facility. The criteria include, but are not limited to:

1. The nature of unique programs or services. Some facilities and sites are the only location that a particular program or service may be provided.

2. Facilities already in compliance with ADA Accessibility Guidelines. Most of the Village's facilities were constructed or underwent major renovations after the effective date of the ADA.
3. Ability to relocate programs from one facility to another accessible facility. Because the Village offers special programs and services at more than one location, consideration was given to distribution of special programs and services when viewed in their entirety.
4. Community/staff input. Input from members of the disabled community has been included in the process whenever complaints or new federal regulations have been implemented.
5. Current state of accessibility. The current condition of each facility in terms of barriers already removed or planned for removal, as identified by Village administration.
6. Cost. The cost of alternatives to physical barrier removal versus the cost of an alternative corrective action plan.
7. Public use. The population served by a particular program or service and whether the public can obtain service from an alternative Village location.
8. Maintenance. The maintenance of current facilities is ongoing. Sidewalks will be addressed when there is review of complaints and will be brought to ADA standards. Curb ramps will be prioritized by MFT Road-work funds or by the specific subdivision in line with money left over.

## **PROGRAMMATIC BARRIERS**

The Village recognizes not all barriers to the Village's programs, services and activities are physical in nature. Other administrative barriers exist that must be overcome to provide complete government services to those who are disabled.

### **Communications**

The Village's Plan incorporates steps to ensure that communications with people with disabilities are as effective as communications with others to provide direct and equal access to persons with disabilities. The 9-1-1 calls and police within the Village are dispatched through DUCOMM.

As to communications the Village does handle, including website communications, communications relating to Village administration and open public meetings, and other communications regarding the Village's programs, services and activities, the Village currently:

- Produces documents in Braille, and
- Has interpreter services and other providers so that interpreters and other aides may be available on short notice.

The Village also takes the following additional specific actions to improve communications:

1. Agenda text. At request, the Village will print certain portions of meeting agendas in large-font type so that the content of agendas of public meetings can be more easily reviewed. Minutes and agendas may also be read for those who are blind at request.
2. Website communication. The Village has also posted, and will continue to post, agendas on the Village website, which, when used with the free Adobe Acrobat Reader function, allows for enlargement so that the contents of agendas may be viewed from one's personal computer. The Village will continue to ensure that the website is held up to ADA standards.
3. Accommodations for hearing impaired persons/use of auxiliary aids. The Village has equipment, upon request, specifically designed to assist hearing impaired persons to fully participate in Village meetings in the Council Chambers, including the use of sign language interpreters.
4. Participation in/accessibility to public meetings. The Village has already taken substantial efforts ensuring public meetings are held in ADA accessible facilities. The Village conducts all public meetings in ADA accessible facilities and will make specific accommodations, where necessary, to ensure that meetings among residents and Village staff can be held within ADA accessible facilities.
5. The Village ensures to comply with Title VI to ensure that no minority or low income population suffers disproportionately high and adverse human health or environmental effect due to any programs, policies and activities undertaken by any agency receiving federal funds.

#### **ADA Grievance Coordination/Administration**

The Village has established an ADA Grievance Policy and Procedures, including a grievance form, attached as Exhibit “C”. The Village has posted the ADA Grievance Policy at Village Hall and on the Village Website, with reporting directly to the Assistant Village Administrator, who is the ADA Coordinator. It is the Village’s hope that good communication will ensure that the Village provides a forum in which individuals can raise issues related to access.

### **Accommodation of Disabled Persons in Municipally-Sponsored Programs**

The Village is committed to enabling persons with disabilities to participate in municipally-sponsored programs. This includes recreation activities sponsored by the Village, community forums and other events hosted or sponsored by the Village. The Village will achieve this goal by integrating all of the steps outlined above into these programs, including providing for effective communications and ensuring meeting and events are, to the extent possible, held in ADA accessible facilities.

### **Employment**

The Village open job positions through the local newspaper, the Village Website, and other job position advertisement sources. Each department has their own criteria and specifications based on specific job descriptions. If requested by the applicant, the Village would make reasonable modifications or adjustments to the application process that would enable a qualified individual with a disability to be considered for the position he or she desires. Applicants are chosen for interviews based on the qualifications reflected on their applications.

According to the Village’s Employee Work Policy, a written job description within the Village organizational structure is on file with the Human Resource Manager. Such description sets out the general duties of each position, including, but not limited to, the following: department, division, job title, general statement of job duties, distinguishing characteristics of the class, supervision received, supervision exercised, examples of duties, required skills, knowledge and abilities, acceptable education and experience, responsibility and impact, decision making, communication and customer service, problem solving and innovation, supervision, working conditions and necessary special requirements.

The Village is to ensure that there is no discrimination on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal

Employment Opportunity Commission under Title I of the ADA. The Village Board adopted a resolution dated January 19, 1993 titled “Resolution of Compliance with the Americans with Disabilities Act” in accordance to ADA requirements.

## **CONCLUSION / ACTION LOG**

The Village is taking actions referenced above and will continue to look for and timely remedy barriers to access in an effort to ensure that the disabled residents of the Village of Bartlett are given access to the Village’s programs, services, and activities.

To confirm follow-up on corrective actions under the Plan, the Village will institute an ADA Action Log, as attached on Exhibit “D”, based on review of deficiencies and sidewalk conditions with efforts of documenting compliance with the ADA. At a minimum, the Action Log will identify items that are not ADA compliant and will include anticipated completion dates. From and after the adoption of this Plan, the ADA Action Log will be updated on an annual basis. The ADA Action Log shall be available upon request.

The criteria measure for accessibility within the transition plan is based on safety, volume of use by the general public and a first step approach to solving accessibility issues (e.g. access to parking solved as a first step approach to solving accessibility problems). Priorities are based on each fiscal year for planning purposes.

Funding is based on the Department of Justice’s regulations, which provide that elements of facilities that were built or altered in compliance with the previous standards are not required to be in compliance with the 2010 guidelines until the elements are subject to a planned alteration. The sidewalks are based off of Motor Fuel Tax Funds and done in conjunction with the current roads being remedied. Any remaining funds left over allotted for each year will be used according to which subdivision is on the list next until all intersection curbs are ADA compliant.

Deficiencies in the physical features of facilities that diminish the ability of disabled persons to benefit from the Village’s programs, services and activities are identified. A correction plan or other course of action is noted for each deficiency, along with a schedule of completion for each correction.



## **EXHIBIT “A”**

### **SELF EVALUATION AND INVENTORY FOR PUBLIC INVOLVEMENT**

#### **SIDEWALKS AND CURB RAMPS ACCESSIBILITY**

The Village of Bartlett utilizes a GIS program to track existing sidewalks and curb ramps within the Village, and has collected data on the condition and type of curb that is at the intersection. The different curb cuts were labeled as being either perpendicular or diagonal towards the street intersection; being a ramp or raised curb; and having any detectable warning (e.g. truncated domes, diamond cuts, etc.). The current ADA compliance requires curb ramps to have a slope, truncated domes and for the intersections to be perpendicular as opposed to diagonal. Sidewalks and curb cuts not in this condition may have significant barriers to people with disabilities. Newer sidewalks and curb cuts have been put into place using several mechanisms, including Village ordinances, annual sidewalk improvement plans, and outside funding such as the Motor Fuel Tax.

Village Code 7-1-3 provides that any repairs done to the sidewalks, either by the Village or the abutting owner, must be done in accordance with the current compliance of the ADA and requirements set forth by the Director of Public Works.

Village Code 9-8-9 gives the exact specifications for materials needed for public sidewalks.

Village Code 7-6-19 states that if a building is reconstructed the outside of the building must be brought up to current code including all abutting sidewalks and public right of ways and side streets damaged by the construction.

The Village installs curbs as part of street and sidewalk projects. Since the ADA requires that funding priority be given to walkways serving local and state government offices and facilities, these conditions have received the highest priority in the Village's self-evaluation process. High priority is given to curb ramps that will allow for safe crossings at controlled or marked intersections within the MFT road resurfacing and then the subdivisions beyond that.

Most of the Village sidewalks were built within early compliances. Most of the sidewalks that have been built have been consistently maintained throughout the Village. As the guidelines for the ADA grew, the Village had to take into account these new requirements in an attempt to become compliant with the current laws. Most curb ramps within the Village are not to the current ADA standards. Most are cut, but there is a strong mix between diagonal toward the intersection and the appropriate perpendicular cut. Fortunately, most curbs are cut at the current ADA compliant slopes within the Village. Since the start of the new requirements, the Village has required all curb ramps being replaced to coincide with the new truncated dome panels, perpendicular sloped ramps.

The Village plows do their best to ensure that the curb ramps are accessible after snowfalls. Although not done on every intersection, smaller trucks will come to remove the snow at busy intersections and around schools in order to maintain safety for school children and other residents along with employees. Per Village code, it is the responsibility of the abutting property owner to maintain the sidewalk in front of their home or business to keep the sidewalk clear of snow and ice. The Village maintains education on the responsibility of the homeowners through the newsletter during the cold months and the Village Website. It is the duty of the homeowner to refrain from having obstructions on the sidewalk and curb ramps. Sidewalks are to be free of any obstructions including trees, shrubs, bicycles, trash cans, parked cars or other objects that may

deter people from travelling safely on sidewalks. The Village's Public Works Department organizes a scheduled leaf, branch and other yard waste items pick-up to assist in disposing these items that may be obstructing the right of ways.

## **GOVERNMENT BUILDING ACCESSIBILITY**

The Village of Bartlett government buildings are moderately new structures. The oldest of buildings were not necessarily built for accessibility and may have multiple deficiencies limiting their accessibility. Newer facilities have fewer accessibility deficiencies. Accessibility solutions include capital improvements, such as remodeling or replacement, corrective maintenance to include repair, replacement and addition of asphalt and concrete surfaces to meet accessible route and clear space requirements, and scheduled maintenance, such as adjustments to door closures or drinking faucet control adjustments. Other accessibility solutions include Braille signage on restroom facilities and elevator.

### **VILLAGE HALL**

The current Village Hall was constructed through 2004 and ended in 2006. The Village Hall is the current spot where the Administration, Building, Community Development, Finance and Police Department are all located. The Village Hall also hosts a Museum area as well as the Council Chambers. Village Hall is also attached to the Police Department. Because most of the Police Department is not accessible to the public, holds a high degree of physical ability in the job, and is soon to be renovated, the building was not evaluated under these criteria.

The current Village Hall Municipal Complex is mostly compliant with the ADA requirements. The complex is accessible via the front doors with automated door openers for

disabled persons to be able to gain access. There is also an elevator that would allow them to get to the upstairs area. All signs within the Village Hall also include Braille underneath for those that have a hard time seeing or are blind. The restrooms and entry points throughout the entire Village Hall were evaluated for compliance.

**Parking:** The Village Hall has two asphalt surfaced parking lots with a total of 110 spaces. The employee parking lot has 60 spaces and the public parking lot has 50 spaces. For the public lot, there is a space that is van accessible. The spaces are mostly, if not, entirely compliant with current guidelines.

**Accessible Routes:** A level paver surface connects the parking lot to the entrances of the Village Municipal Complex and doors. Circulation paths inside the building are accessible. Floor coverings, hallway spaces and turning areas are compliant and adequate as well.

**Building Entrances:** There are three public entrances and four restricted entrances provided to the building. Each public entrance and one restricted entrance should be accessible. Doors to the public entrances are automatic and accessible. The restricted entrances have key-card entrances for employees so they would not be fully accessible. The employee entrances do not have automatic openers in case an employee would need help opening the door so they are not accessible. The Southern employee entrance also has an excessive closing speed. Employee entrances can be operated by one hand which does help accessibility.

Consider adding automatic openers to an employee entrance so it could be fully accessible.

**Interior Doors:** Interior doors to public areas and restrooms were specifically evaluated. Restroom and toilet room doors are discussed below with the toilet facilities. The doors to the public areas

open with an acceptable speed and provide the appropriate space for egress maneuvering clearances. Braille signs to permanent public rooms are attached and affixed in the proper location.

Doors to employee rooms were not specifically evaluated, but they all appear to be wide enough as well with adequate hardware and maneuvering clearance.

**Elevator:** An elevator provides an accessible route to the second floor. It is accessible and with Braille on the buttons for the emergency controls.

**Toilet Facilities:** Public and employee restrooms are provided on both floors in several locations. All toilet rooms should be accessible. If public use of it is to be allowed, directional signage to it is needed.

The toilet structures are largely compliant with the current ADA standard having been recently built. Adequate maneuvering clearance and proper space is there.

**Drinking Fountains:** If drinking fountains are provided, two are required, one for standing persons (38" to 43") and one for seated persons (36" max). The drinking fountains provided on the first and second floor are both adequate and installed with enough space for maneuvering around.

**Service Counters:** Service counters are provided on the first floor in the main office, the Finance/Water Billing department, and the Building Department. On the second floor, they are provided at the Community Development Department and the Administration Department. All current service counters are in compliance with enough toe and leg room for a forward approach as well as low enough for a resident in a wheelchair to have access.

**Vending Machines:** One vending machine is provided on the first floor and is not typically used by residents but is largely accessible. The other Vending Machine is in the Employee Break Room so is intentionally inaccessible to residents.

**Employee Break Room:** The employee break room is on the second floor and is largely accessible. There are two doors leading to the break room that are not automated which may impede access by an employee with a disability. The break room does include a sink and counter space which is of an appropriate height and provides access to all of the items available to employees.

## PUBLIC WORKS ADMINISTRATION BUILDING

The Bartlett Public Works Administration building was constructed in 1997. It is located at 1150 Bittersweet Drive adjacent to Hawk Hollow Forest Preserve. The other facilities that are also adjacent to the building like the Wastewater Treatment Plant, the Garage and Sign Shops, Salt Dome, and other buildings are generally not accessible to the public due to the hazards associated with the area.

The Administration Building is a one story building with no basement so there are no stairs or elevator issues. The public entrance doors are automated and due to security reasons, there is a key-code for entry otherwise a door bell should be pushed. There is no Braille sign alerting the public of that doorbell just a sticker on the door. There is a handicap space available as well and the restrooms are handicap accessible. All doorways are also accessible and wide enough for entry.

## WASTEWATER TREATMENT PLANT

The Wastewater Treatment Plant was originally constructed in the 1970s. The plant contains many different areas used in the process of removal of contaminants from waste water. The buildings' contents include valves, piping, chemical storage, dewatering equipment, etc. The main building includes a lab and a break room on the main floor and offices on the second floor. The only part of this building that could be accessible would be the break room and lab area, but generally the public is not permitted access due to the chemicals and sensitive nature of the lab equipment.

There is a handicap space available but there is no automatic door for access for people that have difficulty with manually opening a door. The employees, due to the type of job and the job description should all have no problem with this fact but a public resident may have an issue. There is no drinking fountain.

## WATER DEPARTMENT BUILDINGS AND TANKS

The Lake Street Water Treatment Plant and the other water towers and ground storage tanks are not intended to be accessible to the public and the rigorous nature of the job for these areas, including the necessity to climb ladders and reach tall valves, allow for different accessibility issues compared to most publically owned places. So while most of these areas are not compliant, they are justified in their noncompliance.

## PARKS AND GOLF COURSE ACCESSIBILITY

Title II of the Americans with Disabilities Act (ADA) applies to local governments. It prohibits discrimination on the basis of disability. Among the requirements, it sets facility

construction and alteration standards. While facilities existing prior to January 26, 1992, don't have to be modified, accommodations must be made to allow program accessibility. Often, the easiest way to do this is by retrofitting for accessibility. Facilities constructed after January 26, 1992, need to meet ADA standards. Old ADA standards adopted the Americans with Disabilities Act Accessibility Guidelines (ADAAG) or optionally the Uniform Federal Accessibility Standards (UFAS). Recently established new standards adopt the ADA-ABA Accessibility Guidelines that were used for this inventory project.

## COMPLIANCE FINDINGS

Bartlett has a variety of attractive and well-maintained parks. For the most part, the Bartlett Park District, a different taxing district, maintains and owns all park space within the Village. The Village of Bartlett does own two baseball field areas: Ruzicka and Glen A. Koehler Fields. The Village does own Bartlett Park, which is located in between Oak Avenue and Eastern Avenue. The Village also owns and operates the Bartlett Hills Golf Course that is in the Village. Two of these areas are open fields with baseball diamonds so they largely fall into compliance. All areas do have some similarities. Bartlett Park is leased to the Park District to operate and maintain so it was not evaluated, but a recent project is underway to make the Park fully handicap accessible in a "Free to be Me" Initiative that the Village is contributing \$40,000 to help in creating the park.

**Parking:** All three sites have paved parking lots and provide the proper number of accessible spaces. However, some of these parking lots are in disrepair and will be mended within the next couple years.

**Accessible Routes:** Bartlett Hills does have a compliance issue because the building is an older building, the front door is not automated and is not handicap accessible mostly currently. It will



be planned out to make the doors more accessible and fall into compliance. All facilities have accessible routes to the facilities, although some are more open than others. The sidewalks at the fields are wide enough to accommodate people of all needs and the paths at the Golf Course are accessible for Golf Carts so accessibility issues are not a major issue.

**Toilet Facilities:** All sites have toilet facilities. All of the different facilities vary in style and design, but are mostly accessible to all persons. The minimum accessibility for compliance (5% or 1 minimum toilet) in a cluster are met by the different areas.

**Drinking Fountains:** If drinking fountains are provided, two are required, one for standing persons (38” to 43” high) and one for seated persons (36” high max). This requirement is met at the Golf Course. There are no drinking fountains at Ruzicka Field. At Glen Koehler Field there is only one drinking fountain. A recommendation would be to install a second drinking fountain at the appropriate height required.

**Trails:** Within the Village, there is an extensive system of bike paths and trails for residents and nonresidents to enjoy. These trails are owned and operated by different taxing bodies, but all bike paths appear to be nearly in compliance and fully accessible. New bike paths are being installed with truncated domes at intersections to ensure safety of all users.

## **PROGRAM ACCESSIBILITY**

The Village has begun an evaluation of its policies, programs and procedures to determine current levels of service and the extent to which its policies and programs create barriers to accessibility for persons with disabilities during the public involvement process. Opportunities for further improvement of Village programs will arise as technology advances. Additionally, as the Village acquires new facilities and develops new programs, it will be necessary to review each of

them for access compliance. It is the intent of the Village to keep its programs up-to-date through increased community involvement and partnerships with organizations that offer services to persons with disabilities.

It's the Village's intent to make reasonable accommodations for inclusion of members of the public who have disabilities in public meetings and programs. Programs are made available and inclusive to all populations within our community through a variety of media types; some are defined by Illinois Law, others by local ordinance. Educational packets are provided for an overview and summary of commonly asked questions, ordinances, important facts, local land-use law and application process and hearing procedures. The Village maintains a comprehensive and informative website that communicates agendas, schedules, staff reports, and links to code, programs, activities, elections, job positions and contact information. The Village is reviewing compliance to website accessibility under Title II of the ADA. In accordance with Illinois Law, Notices of Public Hearing are put up on the website and printed in the local newspaper of record, the Examiner. The public is provided the opportunity to testify at meetings. Participants may speak during the Town Hall meeting or send in comments to the Trustees and/or Village President. Testimony at meetings may be limited to three minutes. The Council Chambers on the first floor is utilized for meetings. All equipment and resources for Village Board meetings are provided. Village departments welcome feedback, suggestions and input from participants and the community as a whole.

Braille is not provided for those who are sight impaired, but recordings of meetings are available upon request or staff may read an agenda to a resident who is sight impaired. Standard print is usually 10-12 point font. Large print can be produced upon request. Interpreters and telecommunication devices are also available if needed. Pen and paper will be provided for those

who have difficulty with communication. Auxiliary hearing aids or sign interpreters will be provided for those who are hearing impaired.

## **EXHIBIT “B”**

### **CURB RAMP, CROSSWALK, AND SIDEWALK INVENTORY**

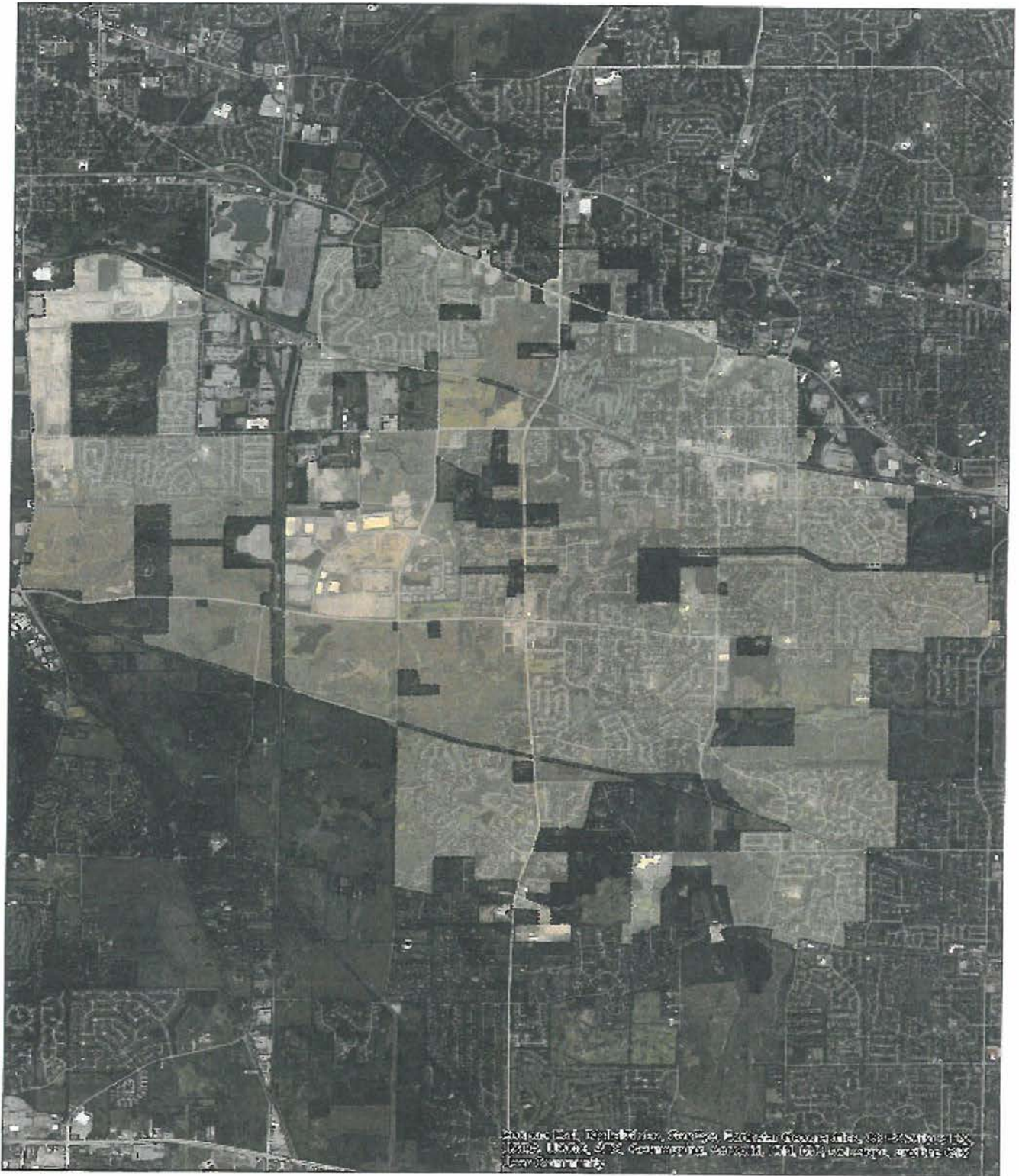
Attached is a GIS Map of the Village of Bartlett with each subdivision highlighted. In another map Curb Ramp and crosswalk locations are noted. The curb and crosswalks are all described as either perpendicular or diagonal towards the intersection, if they are raised or ramped and if they have any detectable warning such as the ADA compliant truncated domes or the diamond cuts into the concrete or none.

This is the first representation of pedestrian facility condition for Bartlett as a layer in the Village’s Geographic Information Systems (GIS) software. There are many advantages to this approach, including: the ability to develop a database of information about the facilities, the ability to project or print the information as a layer over orthographic photographs, and the ability to access the information quickly for referencing, sharing and keeping it updated.

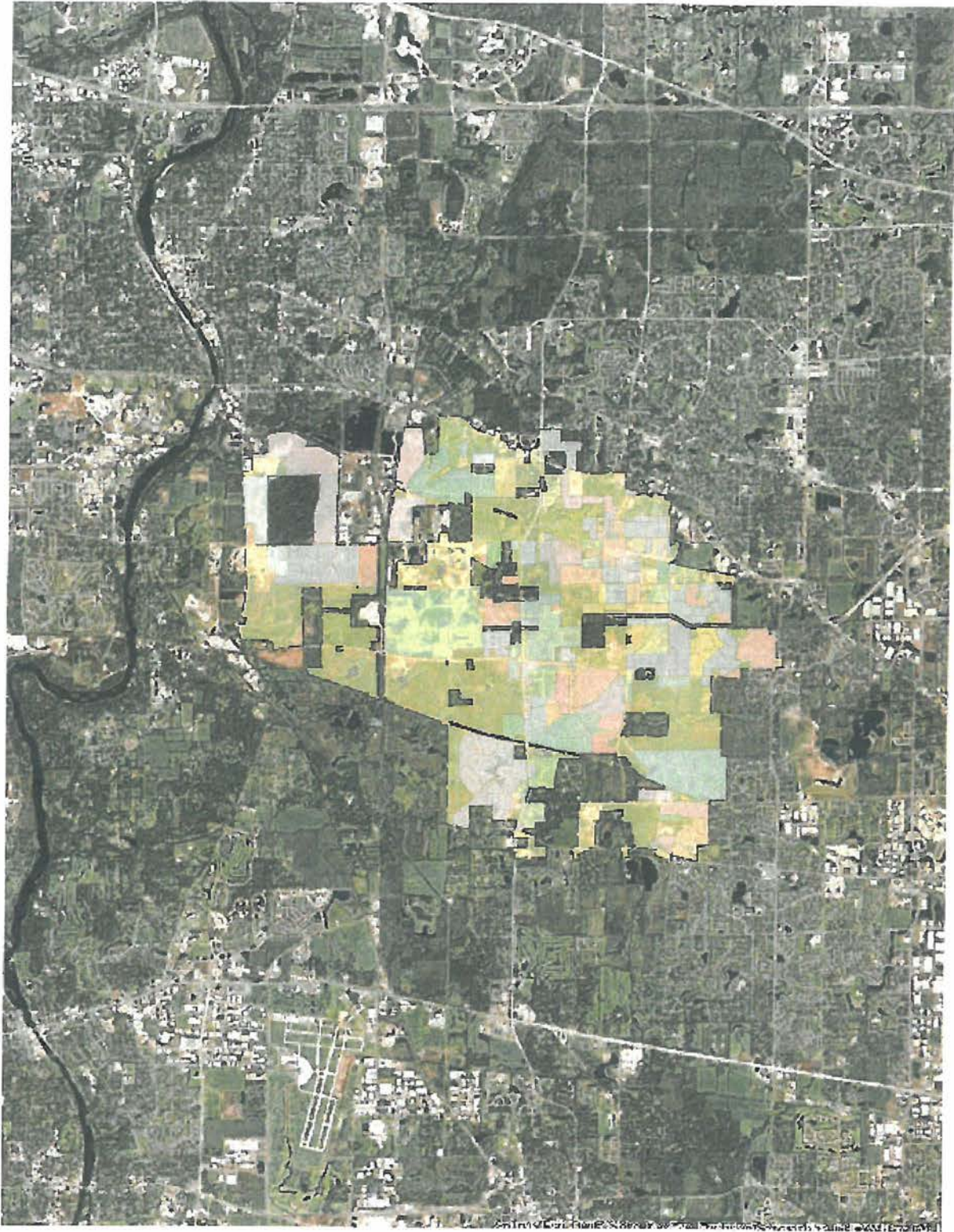
The data was gathered based on field observations and measurements and past data. The observations were collected and inputted around a similar time. The sidewalks are already on a set schedule and rotation as set by the Public Works Department, but the compliance of the curb ramps and intersections had to be updated and budgeted out for, as most of the curb ramps were non-compliant with the current ADA guidelines.

A more detailed sidewalk and ramp assessment and subdivision chart is also attached which was developed to show the priority year, the number of domes needed, the number of intersection

types changed and the cost of all the changes. The priority for curb ramps and intersections depends on the MFT funding for the year, as those streets that are being resurfaced will have top priority for the sidewalks being changed at the same time. Any money left over in the budget, these subdivisions will become the next priority until all areas are compliant. This is a working list and is not set in stone, if an emergency area arises or the MFT is covering a different area, that area will be completed first before the current years listed on the attached table. The municipal boundaries map and the subdivision map are attached as well as the subdivision chart labeling each chart.



**VILLAGE OF BARTLETT MUNICIPAL BOUNDARY**



**BARTLETT SUBDIVISION BOUNDARIES**

# CURB CUTS BY SUBDIVISION

| SUBDIVISION NAME                      | Budget Years Transitioned | No. of Truncated Domes Installed | No. of Intersections Transitioning Diagonal to Perpendicular | TOTAL COST (\$) |
|---------------------------------------|---------------------------|----------------------------------|--|-----------------|
| Riding's East                         | 1                         | 26                               | 0  | 3,900           |
| Heron's Landing                       | 1 - 2                     | 48                               | 0  | 7,200           |
| Bartlett Estates                      | 2                         | 22                               | 0  | 3,300           |
| Bartlett Pointe                       | 2 - 3                     | 22                               | 0  | 3,300           |
| Westridge                             | 3 - 6                     | 171                              | 22   | 31,575          |
| Lakewood Mills                        | 6                         | 38                               | 0  | 5,700           |
| Castle Creek                          | 6                         | 6                                | 1  | 1,050           |
| Bartlett on the Greens                | 6                         | 5                                | 0  | 750             |
| Villa Olivia                          | 7                         | 6                                | 0  | 900             |
| Four Seasons                          | 7                         | 2                                | 0  | 300             |
| Timberline                            | 7                         | 18                               | 0  | 2,700           |
| Amber Grove                           | 7 - 9                     | 111                              | 21   | 24,525          |
| Eagle's Ridge                         | 9                         | 13                               | 0  | 1,950           |
| Walnut Hills                          | 10                        | 32                               | 0  | 4,650           |
| Woods of Oak Hills                    | 10                        | 13                               | 0  | 1,950           |
| Woods of Bartlett                     | 10                        | 21                               | 2  | 3,150           |
| Fairway Oaks                          | 11                        | 13                               | 0  | 1,950           |
| Williamsburg Hills                    | 11                        | 16                               | 0  | 2,400           |
| Williamsburg Square                   | 11                        | 25                               | 0  | 3,750           |
| Williamsburg Commons                  | 11 - 12                   | 21                               | 1  | 3,450           |
| Moureau Crestview Area                | 12 - 13                   | 102                              | 2  | 15,450          |
| Bartlett Green Area                   | 13 - 14                   | 93                               | 0  | 13,950          |
| Park Place                            | 14 - 15                   | 25                               | 0  | 3,750           |
| Regency Oaks, Clare Oaks, & Oak Grove | 15                        | 36                               | 1  | 5,475           |
| Ponds of Olde Bartlett                | 15 - 16                   | 26                               | 3  | 4,350           |
| Downtown Area                         | 16                        | 49                               | 2  | 7,500           |
| Bartlett's Subdivision                | 16 - 18                   | 114                              | 8  | 18,300          |
| Asbury Place                          | 18 - 19                   | 28                               | 1  | 4,350           |

| <b>SUBDIVISION NAME</b>                  | <b>Budget Years Transitioned</b> | <b>No. of Truncated Domes Installed</b> | <b>No. of Intersections Transitioning Diagonal to Perpendicular</b> | <b>TOTAL COST (\$)</b> |
|--|----------------------------------|---|---|------------------------|
| Litchfield Woods & Lake in the Woods     | 19                               | 38                                      | 0   | 5,700                  |
| Bartlett Station & Weathersfield         | 19 - 20                          | 55                                      | 1   | 8,400                  |
| Williamsburg Estates Area                | 20 - 21                          | 48                                      | 5   | 8,025                  |
| Bartlett Eastpointe                      | 21                               | 32                                      | 0   | 4,800                  |
| Country Creek                            | 21 - 22                          | 51                                      | 1   | 7,800                  |
| Gingerbrook                              | 22 - 23                          | 64                                      | 0   | 9,600                  |
| Bartlett Subdivision                     | 1, 23 - 25                       | 176                                     | 20  | 30,225                 |
| Country Place                            | 25 - 28                          | 154                                     | 3   | 23,700                 |
| Inland Steel                             | 28 - 30                          | 179                                     | 3   | 27,225                 |
| Tallgrass                                | 30 - 31                          | 42                                      | 0   | 6,300                  |
| Apple Orchard Area                       | 31- 38                           | 455                                     | 17  | 70,425                 |
| Charter Oaks, Durwood Forest             | 38 - 39                          | 77                                      | 0   | 11,550                 |
| Villas in Hawk Hollow                    | 39                               | 24                                      | 2   | 4,050                  |
| Brampton Place                           | 39 - 40                          | 33                                      | 2   | 5,250                  |
| Woodland Hills                           | 40 - 43                          | 211                                     | 23  | 35,175                 |
| Silvercrest                              | 43 - 46                          | 214                                     | 0   | 32,175                 |
| Bartlett Reserve & Harmony Grove         | 46 - 47                          | 22                                      | 1   | 3,450                  |
| Hawk Hollow, Enclave, Lake in the Forest | 47                               | 24                                      | 0   | 3,600                  |
| Fairfax Crossings (Southern Portion)     | 47 - 48                          | 66                                      | 0   | 9,900                  |
| Fairfax Commons                          | 48 - 49                          | 99                                      | 1   | 15,000                 |
| <b>TOTAL VILLAGE TRANSITION</b>          | <b>49 Years</b>                  | <b>3,166 Curbs</b>                      | <b>143 Intersections</b>  | <b>\$503,925</b>       |



# EXHIBIT “C”

## VILLAGE OF BARTLETT NON-DISCRIMINATION POLICY STATEMENT

The Village of Bartlett, hereinafter referred to as the “Recipient”, insures that no person shall, on the grounds of race, color, national origin, sex, age, disability, religion, or sexual orientation as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and subsequent related acts, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms “programs and activities” to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not (Public Law 100.259 (S.557) March, 22 1988).

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient’s Assistant Village Administrator, Paula Schumacher, is responsible for initiating and monitoring Title Vi activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.

## **DISCRIMINATION COMPLAINT PROCEDURE**

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Village of Bartlett. A complaint may also be filed by a representative on behalf of such a person. All complaint will be referred to the Village of Bartlett's Assistant Village Administrator or her designee for review and action.

In order to have the complaint considered under this procedure, the complainant must file the complaint no later than 180 days after:

1. The date of alleged act of discrimination; or
2. Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Village of Bartlett Assistant Village Administrator may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Village of Bartlett, the person shall be interviewed by the Assistant Village Administrator or their designee. If necessary, the Assistant Village Administrator, or designee, will assist the person in reducing the complaint to writing and submit

the written version of the complaint to the person for signature. The complaint shall then be handled according to the Village of Bartlett's investigative procedures as outlined below.

Within 10 days, the Assistant Village Administrator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as to IDOT and/or the US Department of Transportation (USDOT).

The Village of Bartlett will advise IDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to IDOT:

1. Name, address and phone number of complainant
2. Name(s) and address(es) of alleged discriminating official(s)
3. Basis of complaint
4. Date of alleged discriminatory act(s)
5. Date of complaint received by the Village of Bartlett
6. A statement of the complaint
7. Other agencies where the complaint has been filed
8. An explanation of the actions the Village of Bartlett has taken or proposed to resolve the issue raised in the complaint

Within 60 days, the Assistant Village Administrator, or designee, will conduct an investigation of the allegation and, based on the information obtained, will render a recommendation for action in a report of findings to the Village of Bartlett's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Village of Bartlett's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with IDOT or USDOT if they are dissatisfied with the final decision rendered by the Village of Bartlett. The Assistant Village Administrator or designee will also provide IDOT with a copy of this decision and a summary of findings upon completion of the investigation.

The Contact for the Village of Bartlett Title VI, ADA Coordinator is as follows:

Paula Schumacher  
Acting Village Administrator  
228 S. Main Street  
Bartlett, IL 60134  
630-837-0800  
[pschumacher@vbartlett.org](mailto:pschumacher@vbartlett.org)

## EXHIBIT “D”

### VILLAGE OF BARTLETT TRANSITION PLAN ACTION LOG

TO BE UPDATED REGULARLY WITH CHANGES IN PROJECTS

| Location                                | Responsible Dept. | Compliance Item                           | Action             | Comments                 | Priority | Year      | Cost      | Funding              | Date Completed                 |
|---|-------------------|---|--------------------|--------------------------|----------|-----------|-----------|----------------------|--------------------------------|
| <u>Sidewalks + Curb Ramps</u>           | PW                | Inadequate Curb Ramps                     | Remedy             | See Chart on Pg. 24 - 25 | Varies   | 5+        | \$503,925 | MFT/ Streets         | Full Completion Projected 2065 |
| <u>Village Hall 228 S. Main St</u>      | Admin             | Accessible Interior Doors                 | Provide Auto Doors | Currently Unnecessary    | Low      | 5+        | \$1,000   | General              |                                |
| <u>Public Works 1150 Bittersweet Dr</u> | PW                | Braille Sign on Front Door                | Purchase           |                          | Low      | 1         | \$50      | Street, Water, Sewer | End of Year 2017               |
| <u>Treatment Plant</u>                  | PW                | Automatic Door                            | Install            |                          | Low      | 5+        | \$2,500   | Sewer                |                                |
|   | PW                | Braille Sign on Door                      | Purchase           |                          | Low      | 1-5 Years | \$50      | Sewer                |                                |
| <u>Glen Koehler Field</u>               | PW                | Lacking 2 <sup>nd</sup> Drinking Fountain | Install            | Needs to be budgeted     | Low      | 1-5 Years | \$2,000   | Water                |                                |
| <u>Bartlett Hills 800 W. Oneida Ave</u> | Golf              | Automatic Door                            | Install            |                          | Mid      | 1-5 Years | \$2,500   | Golf                 |                                |
|   |                   |   |                    |                          |          |           |           |                      |                                |
|   |                   |   |                    |                          |          |           |           |                      |                                |
|   |                   |   |                    |                          |          |           |           |                      |                                |
|   |                   |   |                    |                          |          |           |           |                      |                                |