

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**MAY 21, 2019**  
**7:00 P.M.**

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

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

- \*6. MINUTES: Board and Committee Minutes – May 7, 2019
- \*7. BILL LIST: May 21, 2019
8. TREASURER'S REPORT: March, 2019  
Sales Tax Report –January, 2019  
Motor Fuel Tax Report – February, 2019
9. PRESIDENT'S REPORT: A. National Public Works Proclamation
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES
11. TOWN HALL: (Note: Three (3) minute time limit per person)
12. STANDING COMMITTEE REPORTS:
  - A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS
    1. None
  - B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA
    1. Resolution Supporting and Consenting to the Class 6B Eligibility Application of Elmhurst Chicago Stone Company for Proposed Lot 1 in the Brewster Creek Business Park (26.32 Acres), Bartlett, Illinois
    2. Stearns and Munger Early Earthwork Request
    3. Resolution Approving of the Public Improvement Completion Agreement Stearns and Munger Among the Village of Bartlett, LPC Bartlett I, LLC, and Triumph Construction Services Corp..
    - \*4. Ordinance Granting Variations to the Side Yards and the Accessory Building Height for the Forest Trails Horse Stable at 600 S. Bartlett Road
  - C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE
    1. None
  - D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN REINKE
    1. None
  - E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO
    1. None
  - F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER
    - \*1. Ordinance Accepting the Public Improvements for Lot 9B2 at 1365 Brewster Creek Boulevard
    - \*2. Purchase of a 2019 Ford F-250 XL 4X2 Pick Up Truck
13. NEW BUSINESS
14. QUESTION/ANSWER: PRESIDENT & TRUSTEES
15. ADJOURNMENT



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Village Attorney Mraz swore in the following elected officials at 7:00 p.m. on May 7, 2019 for a 4 year term, prior to the start of the regular meeting of the President and Board of Trustees of the Village of Bartlett:

Raymond H. Deyne, Trustee  
Adam J. Hopkins, Trustee  
Kristina Gabrenya, Trustee

1. CALL TO ORDER

President Wallace called the regular meeting of May 7, 2019 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:03 p.m. in the Council Chambers.

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Economic Development Coordinator Tony Fradin, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Planning & Development Services Director Roberta Grill, Planner Kristy Stone, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Management Analyst Tyler Isham, Building Director Brian Goralski, Assistant Golf Professional Paul Galvan, Police Chief Patrick Ullrich, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Special Guest from the Village Church of Bartlett, Police Chaplain Breanne Fuelling, gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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



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wished to remove from the Consent Agenda, or any items a Board member wished to add to the Consent Agenda.

There were no additions.

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

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

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

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

NAYS: None

ABSENT: None

**MOTION CARRIED**

**6. MINUTES**

Trustee Deyne moved to approve the Board Minutes from April 16, 2019 and that motion was seconded by Trustee Camerer.

**ROLL CALL VOTE TO APPROVE THE BOARD MINUTES FROM APRIL 16, 2019**

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

NAYS: None

ABSENT: None

ABSTAIN: Trustee Carbonaro

**MOTION CARRIED**

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

**8. TREASURER'S REPORT - None**



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9. PRESIDENT'S REPORT

A. President Wallace announced the new Committee Assignments:

Building & Zoning – Chairman Hopkins

Community & Economic Development – Chairman Gabrenya

Finance & Golf – Chairman Deyne

License & Ordinance – Chairman Reinke

Police & Health – Chairman Carbonaro

Public Works – Chairman Camerer

B. Trustee Carbonaro read a Proclamation for National Police Week from May 12 through May 18.

C. Trustee Camerer read a Proclamation recognized May, 2019 as Bike Month in the Village of Bartlett.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne announced staff anniversaries and birthdays.

Trustee Carbonaro asked for an update on the Lake Michigan water.

Public Works Director Dan Dinges stated that they were almost there. All pipelines have been flushed and they chlorinated and drew their first samples today. Assuming they pass, they will get the operating permit from the EPA and next week the pumps will get started and they will be tested. There will be a transition when they are testing all the equipment. Lake Michigan water will flow very soon. They are going to have a valve turning ceremony on June 4<sup>th</sup> at 5:30 p.m.

11. TOWN HALL

**Marlene Palmer, 874 Groton Lane**

Ms. Palmer stated that she represented the Weathersfield subdivision and addressed the Munger and Lynnfield construction. The board has heard their oppositions, from the health standpoint, safety, traffic and the devaluation of their properties. The bottom line is that 122 residents don't want this construction and 85 businessmen are opposed also. They as residents have exhausted all their avenues to convey to the board just how much



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a negative influence this will have on their lives. They submitted letters, emails, Town Hall time, met with village officials and proposed a compromise to no avail. Will the trustees do what is in the best interest like they are pledged to do or are they looking at the dollar signs?

**Phil Piscitello, 868 Groton Lane**

Mr. Piscitello stated that he has lived at this address for the last three years. He was speaking in opposition to the plans for the proposed building construction. He spoke about safeguards regarding the businesses and manufacturing that may occur in these buildings. Seeing that they are so close to the residences, he spoke about the Cheese Merchants building and the fact that in the early morning, the night shift exhausts their fermentation somewhere around 4:00 a.m. He stated that an odor wafts over there subdivision. He stated that it was unpleasant but he didn't think it was dangerous. As residents, they don't know what will be going into the commercial buildings. He cited two recent catastrophes in Lake County where there was an ammonia leak and an explosion. Should this be approved, what regulates what goes on in those buildings? He was concerned for his family and the families of the other residents.

**John Martin, 870 Groton Lane**

Mr. Martin stated that he also was concerned about the rezoning of this property. When their homes were built 20-30 years ago they worked with the village to provide a logical land use offer transition between their homes and the business park behind them. The 27 acre property in question was zoned SR-5 and OR. This is a logical land use transition for the more intense I-2 industrial uses that occur west of the intersection of Munger and Stearns in the Brewster Creek Business Park. This proposal takes the transition away from them by placing I-2 industrial zoning at the front door of their community. They propose a compromise plan which would give the builder an industrial zoning lot at the intersection of Munger and Stearns where it belongs. The Business Park is not at Lynnfield Lane where you have single-family homes backing into Stearns Road all the way to the park and all the way to Lynnfield Lane. They propose one building and an active adult residential community which would fit the existing zoning on the property as a transition to their single-family uses. Putting a big box industrial use at the front door of the community definitely has a negative impact on their daily lives.

**John Linke, 1221 Lynnfield Lane**

Mr. Linke stated that he was a homeowner in the Weathersfield subdivision. He was opposed to the rezoning at Stearns and Munger Road. The proposed development of these two gigantic buildings is not impeding with the existing commercial development adjacent to just north of the site and the existing buildings on Humbracht Circle. The berm between the existing buildings and the homes that back up to this area are considerably higher which does a good job of blocking the view of the commercial buildings from the residential properties. The current proposal allows left and right turns as well as truck traffic into and out of the property on Stearns Road which will contribute



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to the existing traffic problems and also to the safety of families and children using the playground facilities. There has been several accidents at Stearns and Munger Roads, one of which resulted in the loss of life. There is no direct access from Stearns Road to any of the other sites in the Brewster Creek Business Park. The access to this site should be from Munger Road and not from Stearns. Prior to voting on this proposal he suggested board members go out to the site and compare these issues. He does not believe this was a correct development plan for this property.

**Bob Bucaro, 961 Doral Drive**

Mr. Bucaro also wanted to make comments on the Stearns/Munger development. He stated that past developments on Prospect and Devon have failed as well as Route 59 and Schick. What they have in common is residents that are concerned and the board should listen to the residents. There are several large undeveloped parcels and the issues are always the same - traffic concerns, noise, environmental, etc. On this issue there are 122 residents that have concerns. He believed that the process works. Staff looks at developments long before the committee's look at a concept or detailed plan. Staff has looked at the developer and helped them make changes based on what they think is best for the community as well as residents living in that area. He would like to see this proposed development moved to West Bartlett Road and Naperville and there still will be residents objecting.

**Rochelle Prybylski, 875 Brewster Lane**

Ms. Prybylski stated that there were 120 oppositions on the petitions from their subdivision as well as the business owners. Is everything about money or also about quality of life? This lot is in their subdivision and is not part of Brewster Creek Business Park! They have lovely homes and these humongous buildings will be invading their subdivision - 28 truck bays and 2 shifts or maybe 3. She asked if any homeowner would want this building near their homes. She spoke about the power plant that was proposed in previous years and stated that the residents fought it like crazy. A one million gallon ammonia storage tank was included in their specs. They are putting their faith in this Board and asked them to please protect their property values. She spoke about other developments that residents spoke against and were able to make compromises. She spoke about the additional traffic and the staging. The property values will go down and their lives are going to change. She asked them to please vote "no" because it is the right thing to do.

**Michael Tessner, 860 Groton Lane**

Mr. Tessner stated that if the board approves these two gigantic buildings, we will be making a monster. Thousands of people will drive by daily and look at these two buildings traffic path, affect safety, and stand out like a sore thumb and say "what were they thinking when they allowed this to happen". What a dumb thing to allow! Who do the board members report to and who is their boss? It is the residents who will have their property values decline. Is it the Weathersfield taxpayers who you don't listen to? If the board



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approves this project they will not be taking the best interest of the Weathersfield residents and taxpayers to heart. If the board approves this project and harms them, makes a mess out of traffic and reduce safety - what does the board expect them to do? This is a lawsuit waiting to happen because they did not protect the residents from big money grabbing interests.

**Michael Werden, 431 S. Main Street**

Mr. Werden stated that he thought there were valid concerns on both sides. He was impressed on how many changes the developer was willing to make to accommodate. His concern was that the residential was allowed in there 21 years after it was going to be commercial. At the time he felt that it was going to come back to haunt them and stop the development of the Business Park. He was concerned with the proposal to put senior living and more because it would be hard for them to make a left-hand turns onto Lynnfield to go over to Route 59. He would like to see this resolved in such a way where they have consistency in zoning and more current strip zoning that exists.

He also spoke about the branch pickup with the garbage company. He did not think that Groot was very efficient with branch pick-up. We had a very good system before when the Village did it. He spoke about a bundle he put out last year in May that did not get picked up until August and thought it was inconsistent with the village contract. He thought the village did an excellent job and would like to see it returned.

**Theresa Materna, 329 W. North Avenue**

Ms. Materna spoke about traffic at North Avenue and Western. She thanked the village arborist for taking care of a problem she had with a tree. She appreciated the police presence and enforcement but she thought it was beyond that. There was a traffic study done in November and in one week, on a residential street, there were 44,000 cars that went by. The speed limit is 30 mph and some cars were doing 60 mph. At 3:20 p.m. today, she counted 36 cars in 5 minutes and only 11 stopped at the Stop sign (30%). She had concerns for the children in the area and felt that we have to come up with other alternatives to alleviate this traffic concern.

**12. STANDING COMMITTEE REPORTS**

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

Trustee Hopkins stated that there was no report.

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

Trustee Gabrenya presented Ordinance 2019-40, an Ordinance Approving of a Preliminary Final Plat of Subdivision; Rezoning from the OR and SR-5 Districts to I-2 EDA Zoning District; Site Plan Approval for Lots 1 and 2; Granting a Special Use Permit to Fill



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Two Wetlands; and Granting a Variation to Reduce the Required Number of Parking Spaces for Lot 1 for the Property Located at the Northeast Corner of Stearns and Munger Roads.

Planning and Development Services Director Roberta Grill stated that the petitioner is requesting: Preliminary/Final Plat of Subdivision; Rezoning from the OR (Office Research) and SR-5 (Suburban Residence-Multiple Family – Low Density) Zoning Districts to the I-2 EDA (General Industry Economic Development Area) Zoning District; Site Plan Review for Lots 1 and 2; Special Use Permit to fill two (2) wetlands, and a Variation to reduce the required number of parking spaces for Lot 1 (12 spaces).

The above requests are for the property located at the northeast corner of Stearns and Munger Roads for two (2) 207,000 square foot warehouse buildings.

The Zoning Board of Appeals reviewed the variation request and conducted the required public hearing at their meeting on March 7, 2019. The Zoning Board recommended approval based upon the Findings of Fact outlined in the Staff Report.

The Plan Commission reviewed the Petitioner's requests and conducted the public hearing at their March 14, 2019 meeting. The Plan Commission recommended approval subject to the conditions and findings of fact outlined in the Staff Report. The Commission directed the petitioner to work with the Village Engineer to increase the height of the berm. At the public hearing several residents presented two petitions of opposition for the project. The concerns were focused on traffic, trash, noise, emissions, lighting and the rezoning of the property.

The Committee of the Whole reviewed the Petitioner's requests at their meeting on April 16, 2019. The Committee had concerns with left turn truck movements onto Stearns and Munger Roads and requested Staff to research if any idling citations had been issued in the Brewster Creek Business Park in the past. Several residents also commented both for and against the Petitioner's requests. The Committee forwarded the petition on to the Village Board for a final vote.

In response to the Trustee's concerns regarding the left turn truck movements on Stearns and Munger Roads, the Village's Traffic Consultant states "future traffic conditions with the proposed development indicate there are sufficient gaps with the adjacent traffic stream along Stearns Road and Munger Road to permit the anticipated automobile and truck development traffic to both enter and exit the site. The proposed access driveways on both Munger Road and Stearns Road are designed in accordance with DuPage County Division of Transportation (DuDOT) guidelines, providing sufficient spacing and adequate sight distance for vehicles to safely enter and exit the site/minimize conflicts."



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As requested, the Police Department researched if idling had been an issue within the Brewster Creek Business Park. To date, there have been no idling complaints, nor have any tickets been issued for idling in the Park.

After the Committee of the Whole meeting, the DuPage County Division of Transportation informed Staff that they have preliminarily approved all three curbcuts as proposed by the Petitioner. (Both Stearns Road and Munger Road are under the jurisdiction of the DuPage County Division of Transportation.) The plans for the widening of Stearns Road are currently being reviewed. The County provided an exhibit of the proposed widening and re-striping. Staff has superimposed the existing edge of pavement on the exhibit to clearly show the change in width of Stearns Road along the south side of the right-of-way.

Trustee Gabrenya moved to approve Ordinance 2019-40, an Ordinance Approving of a Preliminary Final Plat of Subdivision; Rezoning from the OR and SR-5 Districts to I-2 EDA Zoning District; Site Plan Approval for Lots 1 and 2; Granting a Special Use Permit to Fill Two Wetlands; and Granting a Variation to Reduce the Required Number of Parking Spaces for Lot 1 for the Property Located at the Northeast Corner of Stearns and Munger Roads and that motion was seconded by Trustee Deyne.

Trustee Deyne stated that they have an extremely controversial issue before them tonight. He has gone through this before with the plan commission on a number of different issues such as the bale fill and power plant. At one point his home was egged because residents did not like the comments that he made. He stated the Village has over 42,000 residents and yes, we do listen to our residents. The board was elected to serve the entire community. He understood their passion to preserve their subdivision but there are 120 people there and 40,000 plus others. He has read and discussed this proposal numerous times. This developer and the Village staff have worked diligently to meet the concerns of the residents. He stated that sometimes we have to go back to the horse and buggy because we have to have progress in this Village. We have to trust the experts that we have as well as the staff, village engineers and commissioners. He stated that this board lives in the community as well and would not like to see any property values diminished. They want what is beneficial for the community and they have to represent the 42,000 residents. In his opinion, this should never have been zoned OR and SR-5. He sympathized with the residents but thought this was going to be great addition to the Village.

Trustee Hopkins stated that he voiced his concerns at the last meeting and he still feels the same.

Trustee Camerer stated that there is a process and they have gone through that process. There is reason why these things don't just come directly to the board. They have gone



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through committees as well as staff and there seems to be a substantial nod of support for the building.

ROLL CALL VOTE TO APPROVE ORDINANCE 2019-40, APPROVING PRELIMINARY FINAL PLAT OF SUBDIVISION, REZONING, SITE PLAN APPROVAL, SPECIAL USE AND VARIATION TO REDUCE PARKING SPACES AT NORTHEAST CORNER OF STEARNS AND MUNGER

AYES: Trustees Camerer, Carbonaro, Deyne, President Wallace

NAYS: Trustees Gabrenya, Hopkins, Reinke

ABSENT: None

MOTION CARRIED

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that there was no report.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN REINKE

Trustee Reinke presented the Annual Appointments of Village Officers by the Village President with the Advice and Consent of the Board.

- a. Village Administrator, Paula Schumacher
- b. Village Attorney, Bryan Mraz
- c. Village Treasurer, Todd Dowden
- d. Village Budget Officer, Todd Dowden
- e. Director of Public Works, Daniel Dinges
- f. Director of Building Department, Brian Goralski
- g. Electrical Inspector, William Dettmer
- h. Plumbing Inspector, Dewayne Burris
- i. Chief of Police, Patrick Ullrich
- j. Village Engineer, Robert Allen
- k. Administrative Hearing Officer, Thomas Bastian
- l. Open Meetings Act Officer, Paula Schumacher
- m. Freedom of Information Act Officers, Samuel Hughes, Scott Skrycki (in his absence)

Trustee Reinke moved to Consent to the Annual Appointments of Village Officers by the Village President with the Advice and Consent of the Board and that motion was seconded by Trustee Gabrenya.



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**ROLL CALL VOTE TO CONSENT TO THE ANNUAL APPOINTMENT OF VILLAGE OFFICERS**

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

2. Trustee Reinke presented the Designation by the Board of Trustees of Zoning Administrator, Roberta Grill.

Trustee Reinke moved to approve the Designation by the Board of Trustees of Zoning Administrator, Roberta Grill, and that motion was seconded by Trustee Hopkins.

**ROLL CALL VOTE TO APPROVE ANNUAL APPOINTMENT OF ZONING ADMINISTRATOR ROBERTA GRILL**

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

3. Trustee Reinke presented Resolution 2019-41-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and Bryan E. Mraz & Associates, P.C.

Trustee Reinke moved to approve Resolution 2019-41-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and Bryan E. Mraz & Associates, P.C., and that motion was seconded by Trustee Deyne.

**ROLL CALL VOTE TO APPROVE PROFESSIONAL SERVICE AGREEMENT FOR BRYAN E. MRAZ & ASSOCIATES**

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

4. Trustee Reinke presented Resolution 2019-42-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C.



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Trustee Reinke moved to approve Resolution 2019-42-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C., and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE PROFESSIONAL SERVICE AGREEMENT FOR ROBERT J. KRUPP, P.C.

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

5. Trustee Reinke presented Resolution 2019-43-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and the Law Firm of Storino, Ramello & Durkin

Trustee Reinke moved to approve Resolution 2019-43-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and the Law Firm of Storino, Ramello & Durkin and that motion was seconded by Trustee Gabrenya.

ROLL CALL VOTE TO APPROVE PROFESSIONAL SERVICE AGREEMENT FOR STORINO, RAMELLO & DURKIN

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

Trustee Reinke stated that the Memorial Day Open Burn Request, Arts in Bartlett Class D Liquor License Application and the Parade Permit Request for BAPS Charities Walkathon were covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that the authorization to purchase one police vehicle was covered and approved under the Consent Agenda.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer stated that Resolution 2019-44-R, a Resolution Authorizing the Purchase of up to 1,300 Tons of Road Salt from Compass Minerals America, Inc.; Ordinance 2019-45, an Ordinance Accepting the Public Improvements for Muirfield West Building at 1361 Schiferl Road; the purchase of Sewer Televising Van; Resolution 2019-



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46-R, a Resolution Approving of the Agreement for Professional Engineering Services Between the Village of Bartlett and Engineering Enterprises, Inc. were covered and approved under the Consent Agenda.

13. NEW BUSINESS

Trustee asked about the status of the deteriorated cleaners across from Village Hall.

Ms. Grill stated that they have placed a lien on the property about one month ago per the advice of the village attorney. They are investigating actions they can take on this private property. The owner claims that he has no money.

Trustee Reinke suggested that they have an executive session to talk about this pending litigation.

Ms. Grill stated that the roof is in severe need of repair and she will be talking with the village attorney as to other avenues they can pursue.

Trustee Deyne stated that he has seen work going on at the Mobil gas station on Lake and West Bartlett.

Ms. Grill stated that they have recently met with an interested buyer for the property. He would like to tear it all down and build something very nice. They are hoping that this happens. Because they had this interest, they held up on the removal of the underground storage. They are proceeding with the groundwater ordinance with the Illinois EPA.

Trustee Hopkins asked what it would cost to have public works pick up brush once or twice per year.

Public Works Director Dan Dinges stated that his concern with doing it only once or twice per year would be the volume that would be out there. Another idea would be to get pricing from another contractor for the pick-up.

President Wallace stated that it is not for everyone because many people use individual contractors. He felt that we could provide a service contact to those in need and they would pay per their individual need.

Trustee Camerer stated that people in his community would pay to have the village pick up the brush. It doesn't necessarily have to be an expenditure by the village if they could get the residents to pay a nominal amount.

Trustee Reinke asked if Groot had an option where they could supply a large tote.



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Mr. Dinges thought they had a yard waste option where the branches would be trimmed down to fit into the tote.

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

15. ADJOURN TO COMMITTEE OF THE WHOLE MEETING

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

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 8:00 p.m.

Lorna Gilless  
Village Clerk



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COMMITTEE MINUTES  
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President Wallace called the Committee of the Whole meeting to order at 8:00 p.m.

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

**ABSENT:** None

**ALSO PRESENT:** Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Senior Management Analyst Sam Hughes, Finance Director Todd Dowden, Planning and Development Services Director Roberta Grill, Public Works Director Dan Dinges, Public Works Engineer Bob Allen, Management Analyst Tyler Isham, Building Director Brian Goralski, Assistant Golf Professional Paul Galvan, Chief Patrick Ullrich, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

**BUILDING AND ZONING, CHAIRMAN HOPKINS**

**600 S. Bartlett Road (Forest Trails Horse Stable)**

Chairman Hopkins stated that the property is located on the west side of S. Bartlett Rd., south of the Commonwealth Edison right-of-way and is commonly referred to as the Forest Trails Horse Stable. The petitioner is requesting a variation for a 20' reduction from the 50' required side yard setback. A 16' reduction from the 50' required side yard setback, and a 10' increase from the 15' minimum accessory building height. The Zoning Board of Appeals reviewed the request, conducted a public hearing and recommended approval at their April 4, 2019 meeting. He suggested forwarding it on to the Board for a vote.

Chairman Deyne stated that he had no objection.

Mayor Wallace stated that if it was not located right next to the forest preserve, the Board might have a problem with that setback, but he thought it was a nice addition.

There being no further business to discuss, Chairman Camerer moved to adjourn and that was seconded by Trustee Carbonaro.

The item was forwarded on to the Village Board for final vote.

**ROLL CALL VOTE TO ADJOURN**

**AYES:** Trustee Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke  
**NAYS:** None  
**ABSENT:** None



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MOTION CARRIED

The meeting adjourned at 8:02 p.m.

A handwritten signature in black ink, appearing to read 'Sam Hughes', is written over a horizontal line.

Sam Hughes  
Deputy Village Clerk

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 5/21/2019**

**100-GENERAL FUND REVENUES**

**480601-MISCELLANEOUS INCOME**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARK LINDSTROM	ARCHITECTURAL SERVICES	2,450.00
	<b>INVOICES TOTAL:</b>	<b>2,450.00</b>

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - MAY 2019	277,169.00
** 1 DEARBORN NATIONAL LIFE	MONTHLY INSURANCE - MAY 2019	2,595.46
** 1 FIDELITY SECURITY LIFE	MONTHLY INSURANCE - MAY 2019	986.42
	<b>INVOICES TOTAL:</b>	<b>280,750.88</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	RETIREMENT GIFT/FOOD PURCHASES	8.58
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	181.12
	<b>INVOICES TOTAL:</b>	<b>189.70</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	PRINTER RIBBON/SUPPLIES	137.60
1 WAREHOUSE DIRECT	TABLE COVERS	37.68
1 WAREHOUSE DIRECT	TABLE COVERS	34.10
	<b>INVOICES TOTAL:</b>	<b>209.38</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	N.I.U. CONFERENCE REGISTRATION	60.00
1 DUPAGE MAYORS & MANAGERS	MEETING FEES	35.00
	<b>INVOICES TOTAL:</b>	<b>95.00</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHWEST MUNICIPAL CONFERENCE	ANNUAL MEMBERSHIP DUES	21,016.00
	<b>INVOICES TOTAL:</b>	<b>21,016.00</b>

**543910-HISTORY MUSEUM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MUSEUM SUPPLIES	1,786.56
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	37.24

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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INVOICES TOTAL: 1,823.80

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	LUNCH/MEETING REFRESHMENTS	287.45
1 COMCAST	CABLE SERVICE	31.57
1 COUNTY COURT REPORTERS INC	REPORTING SERVICES	632.00
1 PAULA SCHUMACHER	ADMIN STAFF LUNCH	81.20
1 VANTAGE CUSTOM CLASSICS INC	STAFF JACKETS	356.14
1 VANTAGE CUSTOM CLASSICS INC	STAFF JACKET	26.65
<u>INVOICES TOTAL:</u>		<u>1,415.01</u>

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	16,708.50
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	32,035.40
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
<u>INVOICES TOTAL:</u>		<u>51,668.90</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY COLLECTOR	PIN 01-02-206-088	111.88
<u>INVOICES TOTAL:</u>		<u>111.88</u>

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	42.75
<u>INVOICES TOTAL:</u>		<u>42.75</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	A/P CHECK FORMS	171.14
1 WAREHOUSE DIRECT	BUSINESS LICENSE SEALS	45.15
1 WAREHOUSE DIRECT	TONER	128.43
1 WAREHOUSE DIRECT	PAPER TOWELS/KLEENEX/SUPPLIES	63.58
1 WAREHOUSE DIRECT	FILE FOLDERS/STAPLES	54.11
<u>INVOICES TOTAL:</u>		<u>462.41</u>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	17.63

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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1 FEDERAL EXPRESS CORP	RECIPROCAL AGREEMENT TO STATE	18.41
	<u>INVOICES TOTAL:</u>	<u>36.04</u>

**541600-PROFESSIONAL DEVELOPMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 CARDMEMBER SERVICE	IGFOA PENSION INSTITUTE	140.00
	<u>INVOICES TOTAL:</u>	<u>140.00</u>

**543101-DUES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GOVERNMENT FINANCE OFFICERS	MEMBERSHIP RENEWAL	250.00
	<u>INVOICES TOTAL:</u>	<u>250.00</u>

**1500-COMMUNITY DEVELOPMENT**

**522400-SERVICE AGREEMENTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	470.55
	<u>INVOICES TOTAL:</u>	<u>470.55</u>

**523100-ADVERTISING**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 CARDMEMBER SERVICE	AIRFARE FOR CONFERENCE	1,263.26
1 LOOPNET	ADVERTISING	69.00
	<u>INVOICES TOTAL:</u>	<u>1,332.26</u>

**530100-MATERIALS & SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMAZON CAPITAL SERVICES INC	BADGE HOLDERS	15.98
1 VANTAGE CUSTOM CLASSICS INC	STAFF JACKETS	124.61
1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS	216.41
	<u>INVOICES TOTAL:</u>	<u>357.00</u>

**532200-OFFICE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	100.00
1 WAREHOUSE DIRECT	ENVELOPES/POST-IT NOTES/SUPPLIES	81.55
1 WAREHOUSE DIRECT	WALL CALENDAR/POST-IT NOTES	44.68
	<u>INVOICES TOTAL:</u>	<u>226.23</u>

**541600-PROFESSIONAL DEVELOPMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BRUCE SCHROER	IEHA CONFERENCE REGISTRATION	150.00
1 BRUCE SCHROER	PEST SOLUTIONS HEALTH SUMMIT	50.00
	<u>INVOICES TOTAL:</u>	<u>200.00</u>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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**1600-BUILDING**

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	POST-IT NOTES/HIGHLIGHTERS/SUPPLIES	73.02
	<b>INVOICES TOTAL:</b>	<b>73.02</b>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SF MOBILE-VISION INC	MAINTENANCE AGREEMENT	1,563.00
1 SF MOBILE-VISION INC	MAINTENANCE AGREEMENT	2,162.00
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	707.64
	<b>INVOICES TOTAL:</b>	<b>5,667.64</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	1,261.84
	<b>INVOICES TOTAL:</b>	<b>1,261.84</b>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 911 TECH INC	ANNUAL SUBSCRIPTION	4,000.00
	<b>INVOICES TOTAL:</b>	<b>4,000.00</b>

**525400-COMMUNICATIONS - DUCOMM**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DU-COMM	FACILITY LEASE COSTS	8,021.33
1 DU-COMM	QUARTERLY DUES	160,176.75
	<b>INVOICES TOTAL:</b>	<b>168,198.08</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARMY TRAIL TIRE & SVC CENTER	VEHICLE MAINTENANCE	214.55
1 ARMY TRAIL TIRE & SVC CENTER	VEHICLE MAINTENANCE	137.39
1 HOME DEPOT CREDIT SERVICES	STORAGE BOXES/WINDSHIELD DEICER	41.64
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	688.01
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	174.10
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	123.13
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	381.80
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	22.21
1 MR CAR WASH	APRIL 2019 CAR WASHES	92.69

\*\* Indicates pre-issue check.

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1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	15.57
	<b>INVOICES TOTAL:</b>	<b>1,950.94</b>

**526100-AUTO BODY REPAIRS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BOB'S AUTO BODY INC	AUTO BODY REPAIRS	7,728.96
1 BOB'S AUTO BODY INC	AUTO BODY REPAIRS	1,697.57
1 BOB'S AUTO BODY INC	AUTO BODY REPAIRS	1,354.52
1 EBY GRAPHICS INC	REPLACED VEHICLE GRAPHICS	175.00
	<b>INVOICES TOTAL:</b>	<b>10,956.05</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES/SUPPLIES	32.94
1 MICHAEL KMIECIK	LUTHER K9 FOOD	96.88
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	230.22
1 SUBURBAN ACCENTS INC	MCAT BOARD	275.00
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	41.77
	<b>INVOICES TOTAL:</b>	<b>676.81</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	EBAY FEES	206.30
1 THOMSON REUTERS - WEST	MONTHLY SUBSCRIPTION	201.65
	<b>INVOICES TOTAL:</b>	<b>407.95</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	BINDERS/FLASH DRIVE/PENS	157.50
1 WAREHOUSE DIRECT	NOTARY STAMP	27.50
1 WAREHOUSE DIRECT	BINDERS/LEGAL PADS	44.60
1 WAREHOUSE DIRECT	FLASH DRIVES	596.11
1 WAREHOUSE DIRECT	FLASH DRIVES/SHEET PROTECTORS	111.28
	<b>INVOICES TOTAL:</b>	<b>936.99</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	48.93
	<b>INVOICES TOTAL:</b>	<b>48.93</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALIBRE PRESS INC	TRAINING FEES	169.00
** 1 ILLINOIS JUVENILE OFFICERS ASSOC	CONFERENCE REGISTRATION FEES	625.00
1 KATHRYN R JUZWIN	CONSULTING SERVICES	3,750.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	150.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	300.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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1	PETE RAKIEWICZ	TRAINING EXPENSES	91.20
1	CHRISTOPHER SOLESKY	TRAINING EXPENSES	45.60
<b>INVOICES TOTAL:</b>			<b>5,130.80</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT		
1	CNA SURETY	NOTARY RENEWAL FEE/J DURBIN	30.00	
1	CNA SURETY	NOTARY RENEWAL FEE/G PRETKELIS	30.00	
1	CNA SURETY	NOTARY RENEWAL FEE/S YARWOOD	30.00	
**	1	COOK COUNTY CLERK	NOTARY REGISTRATION/A DELGADO	10.00
1	IL POLICE ACCREDITATION COALITION	ANNUAL MEMBERSHIP DUES	100.00	
<b>INVOICES TOTAL:</b>			<b>200.00</b>	

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	ALBERTSONS - SAFEWAY	FOOD PURCHASES/SUPPLIES	35.04
1	HOME DEPOT CREDIT SERVICES	STORAGE BOXES/WINDSHIELD DEICER	177.72
1	POSITIVE PROMOTIONS INC	COMMUNITY RELATIONS GIVEAWAYS	2,317.93
<b>INVOICES TOTAL:</b>			<b>2,530.69</b>

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	CONRAD POLYGRAPH INC	POLYGRAPH EXAM	160.00
<b>INVOICES TOTAL:</b>			<b>160.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT		
**	1	DUPAGE COUNTY TRANSPORTATION	PERMIT APPLICATION FEE/JULY 4 PARADE	50.00
<b>INVOICES TOTAL:</b>			<b>50.00</b>	

**1800-STREET MAINTENANCE**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	ALTORFER INDUSTRIES INC	WHEEL LOADER RENTAL	346.00
1	COMCAST	CABLE SERVICE	2.10
1	COMMUNICATIONS NORTHWEST	PORTABLE RADIO RENTAL	454.00
1	VERIZON WIRELESS	WIRELESS SERVICES	190.92
1	VERIZON WIRELESS	WIRELESS SERVICES	34.80
<b>INVOICES TOTAL:</b>			<b>1,027.82</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	COMMONWEALTH EDISON CO	ELECTRIC BILL	22.64
1	COMMONWEALTH EDISON CO	ELECTRIC BILL	81.98
1	COMMONWEALTH EDISON CO	ELECTRIC BILL	105.57
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	675.04

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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INVOICES TOTAL: 885.23

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	280.00
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENT	427.90
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	491.92
1 SAFETY-KLEEN SYSTEMS INC	PARTS WASHER SOLVENT	370.77
<u>INVOICES TOTAL:</u>		<u>1,570.59</u>

**527100-SERVICES TO MAINTAIN STREETS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
<u>INVOICES TOTAL:</u>		<u>120.00</u>

**527110-SVCS TO MAINTAIN TRAFFIC SIGS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	EMERGENCY SIGNAL REPAIRS	391.63
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL/STREET LIGHT MAINT	341.00
<u>INVOICES TOTAL:</u>		<u>732.63</u>

**527113-SERVICES TO MAINT. GROUNDS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPE MAINTENANCE	140.00
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE	5,925.00
1 TRUGREEN	FERTILIZER APPLICATION	772.50
<u>INVOICES TOTAL:</u>		<u>6,837.50</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	176.56
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	974.51
1 JOHN ZENINO	REIMBURSEMENT/DAMAGED MAILBOX	67.77
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	98.03
<u>INVOICES TOTAL:</u>		<u>1,316.87</u>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	261.92
<u>INVOICES TOTAL:</u>		<u>261.92</u>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	REFLECTIVE RAIN SUITS	175.00

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 175.00

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	47.37
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	16.57
INVOICES TOTAL:		<u>63.94</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	43.95
1 GRAINGER	PRESSURE GAUGE	134.42
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	54.11
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	13.37
1 HAWK FORD OF ST CHARLES	EQUIPMENT MAINTENANCE SUPPLIES	8.24
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	63.84
1 WEST SIDE TRACTOR SALES	EQUIPMENT MAINTENANCE SUPPLIES	34.05
INVOICES TOTAL:		<u>351.98</u>

**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BRACING SYSTEMS - NORTH	MAINTENANCE MATERIALS	458.00
1 ELMHURST CHICAGO STONE COMPANY	MAINTENANCE SUPPLIES	783.00
1 WELCH BROS INC	GRAVEL PURCHASE	43.50
1 WELCH BROS INC	GRAVEL PURCHASE	1,242.51
1 WELCH BROS INC	MAINTENANCE SUPPLIES	56.40
INVOICES TOTAL:		<u>2,583.41</u>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLARKE AQUATIC SERVICES INC	MAINTENANCE SERVICE/MAY-SEPT 2019	2,383.00
1 DUPAGE TOPSOIL INC	TOPSOIL	1,050.00
INVOICES TOTAL:		<u>3,433.00</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	17.86
1 UNIFIRST CORPORATION	MATS	17.87
INVOICES TOTAL:		<u>35.73</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PUBLIC WORKS ASSOC	CONFERENCE REGISTRATION FEES	560.00
INVOICES TOTAL:		<u>560.00</u>

**543800-STORMWATER FACILITIES MAINT**

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

**VILLAGE OF BARTLETT  
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**	1	CARDMEMBER SERVICE	STORM DRAIN MARKERS	601.79
	1	NEENAH FOUNDRY COMPANY	ROLL FRAMES/GRATES	1,352.00
	1	NEENAH FOUNDRY COMPANY	FRAMES/GRATE	383.00
	1	WELCH BROS INC	MAINTENANCE SUPPLIES	419.36
	1	WELCH BROS INC	MAINTENANCE SUPPLIES	135.75
	1	WELCH BROS INC	MAINTENANCE SUPPLIES	837.60
<u>INVOICES TOTAL:</u>				<u>3,729.50</u>

**2200-MFT EXPENDITURES**

**583005-MFT MAINTENANCE PROGRAM**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
** 1	DUPAGE COUNTY TRANSPORTATION	HIGHWAY PERMIT APPLICATION FEE	250.00
		<u>INVOICES TOTAL:</u>	<u>250.00</u>

**583085-DOWNTOWN CROSSWALKS/CURBS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	CURB CUTTERS INC	CURB CUT CHARGES	280.00
		<u>INVOICES TOTAL:</u>	<u>280.00</u>

**4800-BREWSTER CREEK TIF MUN ACC EXP**

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
** 1	CARDMEMBER SERVICE	INDUSTRIAL SUMMIT	79.00
1	LAW BULLETIN PUBLISHING CO	ADVERTISING	625.00
		<u>INVOICES TOTAL:</u>	<u>704.00</u>

**5000-WATER OPERATING EXPENSES**

**520025-ELGIN WATER AGREEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
** 1	CITY OF ELGIN	ELGIN WATER BILL	469,061.83
		<u>INVOICES TOTAL:</u>	<u>469,061.83</u>

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE	800.00
1	WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	11,015.08
1	WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
		<u>INVOICES TOTAL:</u>	<u>14,108.41</u>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	VERIZON WIRELESS	WIRELESS SERVICES	190.93
		<u>INVOICES TOTAL:</u>	<u>190.93</u>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	728.75
<b>INVOICES TOTAL:</b>		<b>728.75</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	60.78
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	1,715.79
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	3,071.44
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	246.94
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	1,945.42
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	6,405.93
1 NICOR GAS	GAS BILL	55.10
1 NICOR GAS	GAS BILL	90.83
<b>INVOICES TOTAL:</b>		<b>13,592.23</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	1,415.79
<b>INVOICES TOTAL:</b>		<b>1,415.79</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS & SUPPLIES	408.00
1 CORE & MAIN LP	MATERIALS & SUPPLIES	278.73
<b>INVOICES TOTAL:</b>		<b>686.73</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	67.67
<b>INVOICES TOTAL:</b>		<b>67.67</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	WATER DEPT LETTERHEAD	433.25
<b>INVOICES TOTAL:</b>		<b>433.25</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	46.96
<b>INVOICES TOTAL:</b>		<b>46.96</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	EQUIPMENT MAINTENANCE SUPPLIES	1,624.21

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 1,624.21

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	17.86
1 UNIFIRST CORPORATION	MATS	17.86
		<u>INVOICES TOTAL: 35.72</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PUBLIC WORKS ASSOC	CONFERENCE REGISTRATION FEES	140.00
		<u>INVOICES TOTAL: 140.00</u>

**5090-WATER CAPITAL PROJECTS EXP**

**581029-WATERMAIN REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GERARDI SEWER & WATER	WATER MAIN REPLACEMENT PROJECT	394,307.00
		<u>INVOICES TOTAL: 394,307.00</u>

**581037-DWC PUMP STA,STORAGE,LAND**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	DWC RECEIVING STATION FACILITY	35,402.70
		<u>INVOICES TOTAL: 35,402.70</u>

**5100-SEWER OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE	1,660.00
1 LIONHEART CRITICAL POWER	GENERATOR MAINTENANCE SERVICES	10,489.58
		<u>INVOICES TOTAL: 12,149.58</u>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	190.93
		<u>INVOICES TOTAL: 190.93</u>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	50.50
		<u>INVOICES TOTAL: 50.50</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	84.97

\*\* Indicates pre-issue check.

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1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	83.34
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	79.08
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	189.28
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	102.97
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	208.12
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	156.40
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	138.74
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	139.95
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	271.01
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	208.52
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	306.28
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	439.16
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	827.11
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	23,875.34
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	116.10
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	286.46
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	277.28
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	345.09
1	NICOR GAS	GAS BILL	29.79
1	NICOR GAS	GAS BILL	29.71
1	NICOR GAS	GAS BILL	102.73
1	NICOR GAS	GAS BILL	99.94
1	NICOR GAS	GAS BILL	31.12
1	NICOR GAS	GAS BILL	31.14
1	NICOR GAS	GAS BILL	29.80
1	NICOR GAS	GAS BILL	54.65
<b>INVOICES TOTAL:</b>			<b>28,544.08</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	AIRGAS NORTH CENTRAL	CYLINDER RENTAL	176.56
1	HINCKLEY SPRING WATER CO	DISTILLED WATER	28.92
1	HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	416.30
1	KIMBALL MIDWEST	MATERIALS & SUPPLIES	141.64
1	NORTH CENTRAL LABORATORIES	LAB SUPPLIES	822.87
1	O.H. RODSETH COMPANY	STEEL BEAM REMOVAL	2,470.00
1	ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	21.64
<b>INVOICES TOTAL:</b>			<b>4,077.93</b>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	HAWKINS INC	CHEMICAL SUPPLIES	2,171.23
1	HAWKINS INC	CHEMICAL SUPPLIES	2,767.74
1	SOLENIS LLC	CHEMICAL SUPPLIES	9,297.40
<b>INVOICES TOTAL:</b>			<b>14,236.37</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	66.36

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 66.36

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	LEGAL PADS	16.86
1 WAREHOUSE DIRECT	COFFEE/SUPPLIES	276.69
		<u>INVOICES TOTAL: 293.55</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	PUMP TUBE	357.20
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	56.78
1 LIONHEART CRITICAL POWER	GENERATOR EQUIPMENT REPAIRS	441.35
1 LIONHEART CRITICAL POWER	GENERATOR MATERIALS	136.72
1 USA BLUE BOOK	EQUIPMENT MAINTENANCE SUPPLIES	201.13
1 USA BLUE BOOK	EQUIPMENT MAINTENANCE SUPPLIES	197.73
1 WEST SIDE ELECTRIC SUPPLY INC	EQUIPMENT MAINTENANCE SUPPLIES	26.62
		<u>INVOICES TOTAL: 1,417.53</u>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPE MAINTENANCE	30.00
		<u>INVOICES TOTAL: 30.00</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	17.87
1 UNIFIRST CORPORATION	MATS	17.86
		<u>INVOICES TOTAL: 35.73</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PUBLIC WORKS ASSOC	CONFERENCE REGISTRATION FEES	210.00
		<u>INVOICES TOTAL: 210.00</u>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE RIVER SALT CREEK	ANNUAL MEMBERSHIP/PROJECT ASSESSMENT	10,221.00
		<u>INVOICES TOTAL: 10,221.00</u>

**5190-SEWER CAPITAL PROJECTS EXP**

**582023-PHOSPHORUS REMOVAL SYSTEM**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 DUPAGE RIVER SALT CREEK	ANNUAL MEMBERSHIP/PROJECT ASSESSMENT	60,730.00
		<u>INVOICES TOTAL: 60,730.00</u>

\*\* Indicates pre-issue check.

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**582028-DEVON EXCESS FLOW PLANT REHB**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY EVALUATION	2,650.25
	<b>INVOICES TOTAL:</b>	<b>2,650.25</b>

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	400.00
1 UNIFIRST CORPORATION	MATS	19.26
1 UNIFIRST CORPORATION	MATS	19.26
1 UNIFIRST CORPORATION	MATS	19.26
	<b>INVOICES TOTAL:</b>	<b>457.78</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	86.13
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	557.29
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	76.60
1 NICOR GAS	GAS BILL	50.69
1 NICOR GAS	GAS BILL	59.29
	<b>INVOICES TOTAL:</b>	<b>830.00</b>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPE MAINTENANCE	1,473.75
** 1 CARDMEMBER SERVICE	DSL LINE FOR METRA PAY BOXES	40.97
	<b>INVOICES TOTAL:</b>	<b>1,514.72</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOMATED PARKING TECHNOLOGIES LLC	PAY STATION MAINTENANCE	119.00
	<b>INVOICES TOTAL:</b>	<b>119.00</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PARK WAREHOUSE LLC	DOWNTOWN PARK BENCHES	9,478.85
	<b>INVOICES TOTAL:</b>	<b>9,478.85</b>

**570200-BLDG & GROUNDS IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPE MAINTENANCE	527.00
	<b>INVOICES TOTAL:</b>	<b>527.00</b>

\*\* Indicates pre-issue check.

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**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - APRIL 2019	275.62
1 ROSCOE CO	MATS	161.60
<b>INVOICES TOTAL:</b>		<b>437.22</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO DISTRICT GOLF ASSOCIATION	MARKETING PROGRAM	2,000.00
<b>INVOICES TOTAL:</b>		<b>2,000.00</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW BURRIS	PLUMBING SERVICES	250.00
1 JENSEN'S PLUMBING & HEATING INC	EQUIPMENT REPAIRS	1,617.19
1 JENSEN'S PLUMBING & HEATING INC	ROOFTOP UNIT REPAIRS	506.20
<b>INVOICES TOTAL:</b>		<b>2,373.39</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	213.75
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	1,168.98
1 NICOR GAS	GAS BILL	723.65
<b>INVOICES TOTAL:</b>		<b>2,106.38</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	ROLL TOWELS/COTTON GLOVES	36.74
1 GOLF CORE	SCORECARDS	1,165.00
<b>INVOICES TOTAL:</b>		<b>1,201.74</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PORTFOLIOS/TIME CARDS	7.00
1 WAREHOUSE DIRECT	TICKETS	10.65
<b>INVOICES TOTAL:</b>		<b>17.65</b>

**534200-GOLF CART MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SEAT COVERS	111.90
<b>INVOICES TOTAL:</b>		<b>111.90</b>

**534330-PURCHASES - BAGS/HEADCOVERS**

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

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1 TOUR EDGE GOLF MFG INC	GOLF CLUBS/BAGS	510.00
	<b>INVOICES TOTAL:</b>	<b>510.00</b>

**534332-PURCHASES - GOLF BALLS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ACUSHNET COMPANY	GOLF BALLS	932.41
1 ACUSHNET COMPANY	GOLF BALLS	257.63
1 ACUSHNET COMPANY	GOLF BALLS	239.44
1 ACUSHNET COMPANY	GOLF BALLS	239.44
	<b>INVOICES TOTAL:</b>	<b>1,668.92</b>

**534333-PURCHASES - GOLF CLUBS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ACUSHNET COMPANY	GOLF CLUBS	815.22
1 NEW GROUND GOLF CO	GOLF CLUBS	308.00
1 TOUR EDGE GOLF MFG INC	GOLF CLUBS/BAGS	422.00
1 TOUR EDGE GOLF MFG INC	GOLF CLUBS	210.00
	<b>INVOICES TOTAL:</b>	<b>1,755.22</b>

**534334-PURCHASES - GOLF GLOVES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ACUSHNET COMPANY	GOLF GLOVES	652.83
	<b>INVOICES TOTAL:</b>	<b>652.83</b>

**534335-PURCHASES - MISC GOLF MDSE**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ACUSHNET COMPANY	MISC. GOLF MERCHANDISE	123.00
1 ACUSHNET COMPANY	MISC. GOLF MERCHANDISE	607.57
1 ALL STAR PRO GOLF	GOLF TEES	201.43
1 TRAVISMATHEW LLC	GOLF APPAREL	1,245.17
	<b>INVOICES TOTAL:</b>	<b>2,177.17</b>

**534600-BUILDING MAINTENANCE MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CINTAS FIRE PROTECTION	FIRE EXTINGUISHER INSPECTIONS	437.74
	<b>INVOICES TOTAL:</b>	<b>437.74</b>

**5510-GOLF MAINTENANCE EXPENSES**

**524120-UTILITIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	389.66
1 NICOR GAS	GAS BILL	206.21
1 NICOR GAS	GAS BILL	241.22
	<b>INVOICES TOTAL:</b>	<b>837.09</b>

\*\* Indicates pre-issue check.

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**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	1,095.60
1 GREAT LAKES TURF LLC	MATERIALS & SUPPLIES	3,348.75
<b>INVOICES TOTAL:</b>		<b>4,444.35</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 1ST AYD CORPORATION	CLEANING MATERIALS	152.85
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	252.44
1 LAWSON PRODUCTS INC	EQUIPMENT MAINTENANCE SUPPLIES	538.12
1 REINDERS INC	EQUIPMENT MAINTENANCE SUPPLIES	60.00
1 REINDERS INC	EQUIPMENT MAINTENANCE SUPPLIES	95.08
<b>INVOICES TOTAL:</b>		<b>1,098.49</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	MAINTENANCE SUPPLIES	70.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	231.17
<b>INVOICES TOTAL:</b>		<b>301.17</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRE PROTECTION	FIRE EXTINGUISHER INSPECTIONS	437.75
<b>INVOICES TOTAL:</b>		<b>437.75</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GOLF COURSE SUPERINTENDENTS	MEMBERSHIP DUES/K DEROO	455.00
<b>INVOICES TOTAL:</b>		<b>455.00</b>

**5520-GOLF DRIVING RANGE EXPENSES**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HORNUNG'S PRO GOLF SALES INC	RANGE BASKETS	352.97
<b>INVOICES TOTAL:</b>		<b>352.97</b>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	192.87
1 INDUSTRIAL STEAM CLEANING	HOOD/EXHAUST SYSTEM CLEANING	350.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - APRIL 2019	36.19

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 579.06

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS INC	BEER LINE REPAIRS	80.00
		<u>INVOICES TOTAL: 80.00</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	194.83
1 NICOR GAS	GAS BILL	120.61
		<u>INVOICES TOTAL: 315.44</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	ROLL TOWELS/COTTON GLOVES	36.74
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	27.95
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	59.63
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	14.61
1 SYSCO FOOD SERVICES - CHICAGO	GLASSWARE/TABLEWARE	125.00
		<u>INVOICES TOTAL: 263.93</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PORTFOLIOS/TIME CARDS	7.00
		<u>INVOICES TOTAL: 7.00</u>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	622.07
1 ELGIN BEVERAGE CO	BEER PURCHASE	417.54
1 EUCLID BEVERAGE LLC	BEER PURCHASE	702.22
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	61.01
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	279.99
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	35.05
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	69.19
1 LAKESHORE BEVERAGE	BEER PURCHASE	34.90
1 MIDWEST FOODS	FOOD PURCHASE	14.32
1 MIDWEST FOODS	FOOD PURCHASE	67.04
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	307.22
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	170.19
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	797.02
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	497.02
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	900.02
1 TEC FOODS INC	COFFEE PURCHASE	25.00
		<u>INVOICES TOTAL: 4,999.80</u>

\*\* Indicates pre-issue check.

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**5570-GOLF BANQUET EXPENSES**

**511200-TEMPORARY SALARIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALL TEAM STAFFING	TEMPORARY STAFFING	505.17
1 CAROL'S EVENT STAFFING INC	TEMPORARY STAFFING	328.00
<b>INVOICES TOTAL:</b>		<b>833.17</b>

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SERVICE	19.00
1 ALSCO	LINEN SERVICES	206.06
1 CLUBTEC	SERVER MIGRATION INSTALLATION	250.00
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	58.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	192.88
1 INDUSTRIAL STEAM CLEANING	HOOD/EXHAUST SYSTEM CLEANING	350.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - APRIL 2019	36.19
<b>INVOICES TOTAL:</b>		<b>1,112.13</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	MOTHER'S DAY ADVERTISING	60.00
<b>INVOICES TOTAL:</b>		<b>60.00</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS INC	BEER LINE REPAIRS	80.00
<b>INVOICES TOTAL:</b>		<b>80.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	194.83
1 NICOR GAS	GAS BILL	120.61
<b>INVOICES TOTAL:</b>		<b>315.44</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EVAN BLUM	TULLE FOR WEDDING CEREMONIES	43.67
1 EDWARD DON & COMPANY	ROLL TOWELS/COTTON GLOVES	280.26
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	59.64
1 MLA WHOLESALE INC	FLOWERS	175.25
1 PAUL PETERSEN	WEDDING VASES/STAFF TRAINING	42.78
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	30.00
1 SYSCO FOOD SERVICES - CHICAGO	GLASSWARE/TABLEWARE	323.61
<b>INVOICES TOTAL:</b>		<b>955.21</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 5/21/2019**

**53220-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PORTFOLIOS/TIME CARDS	43.83
1 WAREHOUSE DIRECT	TICKETS	10.65
<b>INVOICES TOTAL:</b>		<b>54.48</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	388.77
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	209.00
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	227.40
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,824.86
1 ELGIN BEVERAGE CO	BEER PURCHASE	255.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	226.28
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	259.50
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	68.69
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	325.91
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	59.75
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	138.60
1 LAKESHORE BEVERAGE	BEER PURCHASE	34.91
1 MIDWEST FOODS	FOOD PURCHASE	380.96
1 MIDWEST FOODS	FOOD PURCHASE	200.00
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	123.54
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	86.62
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	1,620.18
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	13.37
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	1,158.60
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	2,364.54
1 TEC FOODS INC	COFFEE PURCHASE	132.65
<b>INVOICES TOTAL:</b>		<b>10,099.13</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PAUL PETERSEN	WEDDING VASES/STAFF TRAINING	15.95
<b>INVOICES TOTAL:</b>		<b>15.95</b>

**5580-GOLF MIDWAY EXPENSES**

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	202.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	244.56
1 EUCLID BEVERAGE LLC	BEER PURCHASE	968.95
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	321.40
1 LAKESHORE BEVERAGE	BEER PURCHASE	92.09
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	578.88

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 5/21/2019**

**	1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	301.63
	1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	518.65
	1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	100.00
	1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	106.69
	1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	243.50
<b>INVOICES TOTAL:</b>			<b>3,678.35</b>

**6000-CENTRAL SERVICES EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLEGIANT FIRE PROTECTION LLC	INSPECTION SERVICES	455.00
1 MACMUNNIS INC	2017 REAL ESTATE TAX	420.46
1 NORTHWEST MUNICIPAL CONFERENCE	EMPLOYEE ASSISTANCE PROGRAM	3,736.50
<b>INVOICES TOTAL:</b>		<b>4,611.96</b>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARCHIVESOCIAL	ARCHIVING FOR SOCIAL MEDIA ACC	4,776.00
1 COMCAST	INTERNET SERVICE	86.90
1 GRANICUS	ANNUAL SERVICE AGREEMENT	5,834.43
1 IDENTITY AUTOMATION LP	2FA SOFTWARE MAINT RENEWAL	1,106.00
1 TREBRON COMPANY INC	SOPHOS ENDPOINT PROTECTION RENEWAL	7,424.00
<b>INVOICES TOTAL:</b>		<b>19,227.33</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - APRIL 2019	3,752.00
1 UNIFIRST CORPORATION	MATS	73.80
1 UNIFIRST CORPORATION	MATS	73.80
1 UNIFIRST CORPORATION	MATS	73.80
<b>INVOICES TOTAL:</b>		<b>3,973.40</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLACK BOX NETWORK SERVICES	ANNUAL SERVICE AGREEMENT	6,679.94
1 CALL ONE	TELEPHONE BILL	213.77
1 COMCAST	TELEPHONE BILL	4,042.62
1 VERIZON WIRELESS	WIRELESS SERVICES	224.41
1 VERIZON WIRELESS	WIRELESS SERVICES	775.54
<b>INVOICES TOTAL:</b>		<b>11,936.28</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	219.09
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	60.30

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 5/21/2019**

1 NICOR GAS	GAS BILL	787.89
	<u>INVOICES TOTAL:</u>	<u>1,067.28</u>

**530100-MATERIALS & SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ALBERTSONS - SAFEWAY	RETIREMENT GIFT/FOOD PURCHASES	302.30
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	276.18
1 WAREHOUSE DIRECT	PAPER TOWELS/KLEENEX/SUPPLIES	293.54
	<u>INVOICES TOTAL:</u>	<u>872.02</u>

**534600-BUILDING MAINTENANCE MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CAROL STREAM LAWN & POWER	INNERTUBE FOR FURNITURE DOLLY	6.49
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	83.62
	<u>INVOICES TOTAL:</u>	<u>90.11</u>

**546900-CONTINGENCIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 CARDMEMBER SERVICE	TRANSCIEVER MODULES	118.00
1 TOWN & COUNTRY GARDENS	FLOWERS	71.99
	<u>INVOICES TOTAL:</u>	<u>189.99</u>

**570100-MACHINERY & EQUIPMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	14.05
1 CDW GOVERNMENT INC	MICROSOFT EXCHANGE LICENSES	12,295.65
1 CDW GOVERNMENT INC	SQL SERVER LICENSE	4,437.00
	<u>INVOICES TOTAL:</u>	<u>16,746.70</u>

**7000-POLICE PENSION EXPENDITURES**

**523400-LEGAL SERVICES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 REIMER & DOBROVOLNY PC	LEGAL SERVICES	530.20
	<u>INVOICES TOTAL:</u>	<u>530.20</u>

**541600-PROFESSIONAL DEVELOPMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GARY MITCHELL	PENSION CONFERENCE EXPENSES	1,017.18
	<u>INVOICES TOTAL:</u>	<u>1,017.18</u>

**GRAND TOTAL: 1,777,178.51**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
INVOICES DUE ON/BEFORE 5/21/2019

GENERAL FUND	589,182.65
MOTOR FUEL TAX FUND	530.00
BREWSTER CREEK TIF MUN ACCT	704.00
WATER FUND	931,842.18
SEWER FUND	134,903.81
PARKING FUND	12,927.35
GOLF FUND	46,826.07
CENTRAL SERVICES FUND	58,715.07
POLICE PENSION FUND	1,547.38
<b>GRAND TOTAL</b>	<b>1,777,178.51</b>

\*\* Indicates pre-issue check.

**CASH & INVESTMENT REPORT**  
 March 31, 2019

Fund	Detail of Ending Balance			
	2/28/2019	Receipts	Disbursements	3/31/2019
General	12,238,557	2,279,304	2,217,199	12,300,662
MFT	3,091,846	86,337	0	3,178,184
Debt Service	277,593	470,929	0	748,523
Capital Projects	40,665	58	0	40,723
Municipal Building	1,057,379	5,459	494,170	568,667
Developer Deposits	2,455,671	12,510	0	2,468,181
59 & Lake TIF	(58,699)	0	0	(58,699)
BC Municipal TIF	657,886	976	59,250	599,612
Bluff City Tif Municipal	51,223	73	0	51,297
Water	7,216,124	1,286,981	1,550,372	6,952,734
Sewer	20,158,114	414,374	410,508	20,161,980
Parking	86,010	10,687	16,370	80,326
Golf	460,509	67,299	156,434	371,374
Central Services	595,861	97,257	93,968	599,150
Vehicle Replacement	3,753,220	62,897	0	3,816,117
<b>TOTALS</b>	<b>52,081,960</b>	<b>4,795,142</b>	<b>4,998,271</b>	<b>51,878,830</b>

	Detail of Ending Balance			
	Cash	Investments	Net Assets/Liab.	3/31/2019
General	4,789,895	7,409,469	101,297	12,300,662
MFT	1,328,523	2,085,392	(235,731)	3,178,184
Debt Service	267,331	478,800	2,391	748,523
Capital Projects	14,554	26,067	102	40,723
Municipal Building	495,061	886,675	(813,069)	568,667
Developer Deposits	147,031	2,401,254	(80,104)	2,468,181
59 & Lake TIF	222,011	397,632	(678,342)	(58,699)
BC Municipal TIF	222,425	398,372	(21,185)	599,612
Bluff City Tif Municipal	18,333	32,836	128	51,297
Water	782,298	1,400,949	4,769,487	6,952,734
Sewer	643,413	1,152,200	18,366,367	20,161,980
Parking	26,060	46,675	7,591	80,326
Golf	0	0	371,374	371,374
Central Services	132,433	237,193	229,524	599,150
Vehicle Replacement	461,187	826,005	2,528,926	3,816,117
<b>TOTALS</b>	<b>9,550,555</b>	<b>17,779,520</b>	<b>24,548,756</b>	<b>51,878,830</b>

BC Project TIF	4,232,336	2,801	0	4,235,137
Bluff City Project TIF	3,416	5	0	3,421
Bluff City SSA Debt Srv.	49,489	571,301	0	620,790
Police Pension	42,064,504	1,005,370	158,088	42,911,786



Todd Dowden  
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT  
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND  
 FISCAL YEAR 2018/19 as of March 31, 2019

Fund	Revenues			Expenditures			
	Actual	Current Year Budget	Percent	Actual	Current Year Budget	Percent	Prior YTD %
General	20,738,784	22,259,999	93.17%	21,127,868	24,035,326	87.90%	81.97%
MFT	1,062,984	2,179,958	48.76%	1,443,685	3,548,225	40.69%	39.80%
Debt Service	3,236,316	3,206,718	100.92%	3,198,568	3,198,750	99.99%	98.88%
Capital Projects	646	400	161.43%	0	0	0.00%	0.00%
Municipal Building	2,387,190	2,489,650	95.88%	6,415,270	9,378,906	68.40%	87.57%
Developer Deposits	139,031	105,000	132.41%	1,300,000	1,528,000	85.08%	17.10%
Bluff City SSA	6,447,016	993,020	649.23%	6,666,618	1,155,000	577.20%	93.76%
59 & Lake TIF	0	78,000	0.00%	58,699	78,000	75.25%	38.63%
Bluff City Municipal TIF	30,112	28,500	105.66%	0	28,000	0.00%	0.00%
Bluff City Project TIF	6,682,762	1,881,000	1.60%	6,679,943	1,880,000	355.32%	9.18%
Brewster Creek Municipal TIF	703,029	668,000	105.24%	543,854	708,877	76.72%	65.82%
Brewster Creek Project TIF	7,634,220	8,360,000	91.32%	7,722,323	8,463,720	91.24%	91.09%
Water	13,850,304	39,932,200	34.68%	13,294,816	39,206,347	33.91%	18.66%
Sewer	4,716,016	5,075,000	92.93%	3,500,582	5,626,286	62.22%	60.26%
Parking	191,584	231,500	82.76%	182,552	217,042	84.11%	86.64%
Golf	1,904,705	2,397,150	79.46%	2,001,222	2,347,087	85.26%	82.89%
Central Services	1,070,537	1,162,763	92.07%	1,026,953	1,458,006	70.44%	87.92%
Vehicle Replacement	653,369	651,770	100.25%	290,097	356,500	81.37%	387.01%
Police Pension	4,624,206	4,747,655	97.40%	1,765,288	4,747,655	37.18%	33.41%
Subtotal	76,072,812	96,448,283	78.87%	77,218,338	107,961,727	71.52%	54.93%
Less Interfund Transfers	(5,675,998)	(6,334,068)	89.61%	(5,675,998)	(6,334,068)	89.61%	98.25%
Total	70,396,814	90,114,215	78.12%	71,542,340	101,627,659	70.40%	53.49%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 MAJOR REVENUE BUDGET COMPARISONS  
 FISCAL YEAR 2018/19 as of March 31, 2019

Fund	Current Year		Prior YTD %
	Actual	Budget	
Property Taxes	11,091,099	10,943,187	101.35%
Sales Taxes (General Fund)	2,223,684	2,425,000	91.70%
Income Taxes	3,603,027	3,700,000	97.38%
Telecommunications Tax	728,418	765,000	95.22%
Home Rule Sales Tax	866,421	1,333,000	65.00%
Real Estate Transfer Tax	723,853	645,000	112.23%
Building Permits	456,001	690,000	66.09%
MFT	1,008,321	1,095,000	92.08%
Water Charges	8,991,558	9,900,000	90.82%
Sewer Charges	4,520,989	4,945,000	91.43%
Interest Income	570,420	248,900	229.18%
Gas Utility Tax	75,104	25,000	300.41%
Electric Utility Tax	20,077	10,000	200.77%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 GOLF FUND DETAIL (Excluding Capital Projects)  
 FISCAL YEAR 2018/19 as of March 31, 2019

Fund	Current Year		Percent
	Actual	Budget	
<b>Golf Program</b>			
Revenues	1,073,220	1,428,150	75.15%
Expenses	1,066,709	1,335,621	79.87%
Net Income	6,511	92,529	7.04%
<b>F&amp;B - Restaurant</b>			
Revenues	138,095	156,000	88.52%
Expenses	274,135	313,051	87.57%
Net Income	(136,040)	(157,051)	86.62%
<b>F&amp;B - Banquet</b>			
Revenues	578,589	685,000	84.47%
Expenses	606,142	632,815	95.78%
Net Income	(27,553)	52,185	-52.80%
<b>F&amp;B - Midway</b>			
Revenues	114,801	128,000	89.69%
Expenses	54,236	65,600	82.68%
Net Income	60,565	62,400	97.06%
<b>Golf Fund Total</b>			
Revenues	1,904,705	2,397,150	79.46%
Expenses	2,001,222	2,347,087	85.26%
Net Income	(96,517)	50,063	-192.79%

**Sales Taxes**

Month	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
May	126,506	175,701	173,657	178,983	170,734	186,214	201,320	200,041
June	164,604	195,692	193,303	201,968	200,031	224,385	219,629	227,783
July	165,519	190,898	186,097	188,547	194,738	211,186	224,268	218,236
August	177,919	180,797	184,425	190,872	206,213	209,930	215,328	211,089
September	187,893	182,163	189,650	183,399	198,880	206,205	208,760	215,922
October	177,758	165,188	170,530	188,055	212,286	212,435	219,639	196,081
November	161,152	181,865	174,037	179,846	204,437	207,123	221,599	221,276
December	164,341	165,852	153,005	163,529	178,413	201,075	206,836	196,714
January	167,926	168,154	210,506	187,865	194,219	190,934	196,530	181,590
February	157,086	147,189	151,678	141,054	149,630	167,837	180,413	
March	177,777	147,039	128,886	141,609	161,850	159,411	167,379	
April	152,124	162,595	153,553	170,308	178,006	186,494	194,753	
<b>Total</b>	<b>1,980,605</b>	<b>2,063,133</b>	<b>2,069,327</b>	<b>2,116,036</b>	<b>2,249,438</b>	<b>2,363,230</b>	<b>2,456,454</b>	

**% increase 1.06% 4.17% 0.30% 2.26% 6.30% 5.06% 3.94% -7.60%**

**Budget 1,950,000 1,975,000 2,010,000 2,075,000 2,115,000 2,205,000 2,400,000 2,425,000**

## VENDOR WARRANT DETAIL

### BARTLETT VILLAGE TREASURER



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[VENDOR SUMMARY](#)



[CONTRACT SEARCH](#)



[PAYMENTS SEARCH](#)



[PAYMENTS ISSUED](#)



[PENDING PAYMENTS](#)



[PAYMENTS NOTIFICATIONS](#)

[Return Back](#)

Warrant/EFT#: EF 0016289

Fiscal Year: 2019      Issue Date: 03/06/19

Warrant Total: \$181,589.58      Warrant Status:

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1432947	9A1432947	\$181,589.58

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$181,589.58	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 03/05/2019
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: DEC. 2018 COLL MO: JAN. 2019 VCHR MO: MAR. 2019
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

[Click here for assistance with this screen.](#)

**MOTOR FUEL TAX**

Month	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19
May	85,450	89,115	104,788	106,665	89,988	93,139	91,478	86,848
June	83,830	75,066	71,924	80,212	58,408	58,737	72,645	79,592
July	78,002	87,721	84,361	89,915	103,948	94,278	95,252	93,416
August	90,041	87,924	99,063	61,056	100,154	89,533	89,970	90,079
September	88,420	76,347	70,076	83,006	67,441	79,032	79,527	75,247
October	79,216	83,510	90,026	89,337	87,626	91,489	91,053	98,725
November	88,011	89,027	77,655	90,552	101,486	93,216	92,796	92,950
December	92,981	85,014	103,117	103,771	93,002	97,757	91,055	89,502
January	115,721	82,788	90,866	97,525	89,828	92,928	93,233	89,403
February	83,346	70,348	83,687	74,031	90,531	88,602	80,765	81,313
March	84,943	83,251	65,802	37,978	77,861	75,544	80,062	
April	82,622	70,866	75,969	95,841	93,782	90,224	94,336	
<b>Subtotal</b>	<b>1,052,583</b>	<b>980,978</b>	<b>1,017,334</b>	<b>1,009,889</b>	<b>1,054,055</b>	<b>1,044,479</b>	<b>1,052,174</b>	<b>877,076</b>
Plus:								
High Growth	29,046	29,031	37,678	37,682	37,743	37,801	37,266	36,909
Jobs Now	179,796	179,796	179,796	359,592				
<b>Total</b>	<b>1,261,425</b>	<b>1,189,805</b>	<b>1,234,808</b>	<b>1,407,163</b>	<b>1,091,798</b>	<b>1,082,280</b>	<b>1,089,440</b>	<b>913,985</b>
Budget	1,250,000	1,250,000	1,175,000	1,188,990	1,025,000	1,067,287	1,095,000	1,095,000

Annual Inc in \$  
w/o High Growth      **-0.07%**      **-6.80%**      **3.71%**      **-0.73%**      **4.37%**      **-0.91%**      **0.74%**      **0.68%**



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets  
217-782-1662

Municipality Report

March 1, 2019

Bartlett

## MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR FEBRUARY, 2019

Beginning Unobligated Balance		<b>\$3,614,904.63</b>
Motor Fuel Tax Allotment	\$81,313.20	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		<b>\$81,313.20</b>
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		<b>\$3,696,217.83</b>

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PROCESSED TRANSACTIONS:

**PROCLAMATION  
NATIONAL PUBLIC WORKS WEEK  
MAY 19 – 25, 2019**

**WHEREAS**, public works services provided in our community are an integral part of our citizens' everyday lives; and,

**WHEREAS**, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water supply, wastewater treatment and sanitary sewers, storm sewers, streets and highways, and forestry; and,

**WHEREAS**, the health, safety and comfort of a community greatly depends on these facilities and services; and,

**WHEREAS**, the quality and effectiveness of these facilities, as well as their planning, design and construction, is vitally dependent upon the efforts and skill of public works officials; and,

**WHEREAS**, the efficiency of the qualified and dedicated personnel of public works departments is supported when citizens understand the importance of public works; and,

**WHEREAS**, the year of 2019 marks the 59<sup>th</sup> annual National Public Works Week, sponsored by the American Public Works Association;

**NOW, THEREFORE**, I, Kevin Wallace, Village President of the Village of Bartlett, Cook, DuPage and Kane Counties, do hereby proclaim May 19 – 25, 2019 as NATIONAL PUBLIC WORKS WEEK in the Village of Bartlett.

Dated this 21<sup>st</sup> day of May, 2019.



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Kevin Wallace, Village President



## ECONOMIC DEVELOPMENT MEMORANDUM

**DATE:** May 8, 2019  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Tony Fradin, Economic Development Coordinator *TF*  
**RE:** Project Oak Class 6b

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### REQUEST:

Request by Elmhurst-Chicago Stone Company to approve Class 6b classification for property tax assessment purposes for the property located at the east side of Spitzer Road and immediately north of the Commonwealth Edison right-of-way in the Cook County portion of the Brewster Creek Business Park (Proposed Lot 1).

### BACKGROUND:

Class 6b designations are available in Cook County to encourage industrial development of land or reutilization of abandoned property by offering a real estate tax incentive for the development of new facilities as well as the rehabilitation of existing structures.

Under the program, real estate is eligible for a reduced level assessment for a twelve (12) year period. The assessment level is 10% market value for the first ten years, 15% in year eleven and 20% in year twelve. In year thirteen, it would return to the normal 25%.

Class 6b status is renewable beginning in the eleventh year of the incentive, as the Village Board has recently approved at the Sebert Landscaping property at 1550 West Bartlett Road.

Cook County requires a resolution from municipalities stating that the incentive provided by the Class 6b is necessary for the development to occur and that the municipality supports and consents to the Class 6b application. The submittal must be filed with the Assessor prior to the commencement of new construction or rehabilitation of the existing property.

This program is the most powerful economic development incentive offered by Cook County and is of even greater importance for communities like Bartlett that straddle multiple counties and especially sites like this one that straddles the county line, in this case with DuPage County.

Staff has been working with Jeff Brown of Elmhurst-Chicago Stone Company and a site selection consultant from CBRE for over twelve months now in an effort to attract one of the largest site selection projects in the state.

The project is dubbed Project Oak, and Village Staff has communicated with them throughout the process including a discussion of financial incentives including the Class 6b, which now comes before you to help attract the first business to the Cook County portion of Brewster Creek Business Park.

**DISCUSSION:**

The property for which the petitioner is requesting Class 6b status is on the east side of Spitzer Road and immediately north of the Commonwealth Edison right-of-way in the Cook County portion of the Brewster Creek Business Park (Proposed Lot 1). It consists of approximately 26.32 acres out of a property which currently consists of 73.98 acres of vacant land.

The applicant plans a project of major significance that would be one of the largest projects in the Chicago area next year.

The applicant plans to construct a 400,000 square foot industrial building and then enter into a lease agreement with an industrial user who will utilize the property for warehousing and distribution of medical and surgical supplies to customers throughout the Midwest. The applicant intends to begin construction later this year with final occupancy late next year.

Additionally, the prospective building is expected to include approximately 18,000 square feet of office space, approximately 72 truck docks, approximately 30 truck parking spaces and approximately 278 car parking spaces.

The applicant anticipates investing approximately \$40.2 million into developing this property and expects the project to create approximately 200 construction jobs. Following completion of the building and occupancy by the end-user, the applicant expects the occupant to bring at least 200 employees to the property, most of which will be full-time.

As stated in the cover letter from Maxwell A. Kling of the Law Offices of Liston & Tsantilis, the applicant has determined that due to the Cook County property tax burden, a Class 6b will be required in order to not consider developing this project in a neighboring county, state or community that offers it a Class 6b tax incentive.

Mr. Kling has determined that the subject property is expected to have a market value of approximately \$23.3 million or an assessed value of \$2.3 million with the Class 6b. Based on this estimate, the subject property would generate approximately \$11 million in total property tax revenue over the proposed twelve year life of the tax incentive.

Without Class 6b status, it is unlikely that a project of this magnitude would be willing to make that significant of an investment so close to the DuPage and Kane County borders, as the property tax savings in the surrounding counties are significant.

**RECOMMENDATION:**

To approve a Resolution supporting Cook County Class 6b classification for Project Oak.

RESOLUTION 2019 - \_\_\_\_\_

**A RESOLUTION SUPPORTING AND CONSENTING TO THE  
CLASS 6B ELIGIBILITY APPLICATION OF ELMHURST CHICAGO  
STONE COMPANY FOR PROPOSED LOT 1 IN THE BREWSTER CREEK  
BUSINESS PARK (26.32 ACRES), BARTLETT, ILLINOIS**

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**WHEREAS**, the corporate authorities of the Village of Bartlett have received a request from Elmhurst Chicago Stone Company, the owner in fee simple of 73.98+/- acres of vacant property lying south of West Bartlett Road, east of Spitzer Road, west of Naperville Road and north of the Commonwealth Edison right-of-way, in the Brewster Creek Business Park, Bartlett, Illinois (PIN: 06-32-401-003-000) (the "Owner"), for a Resolution stating that it supports and consents to the Cook County Class 6B incentive for a 26.32 acre portion of said property, legally described as follows:

PROPOSED LOT 1 IN THE BREWSTER CREEK BUSINESS PARK:  
THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32,  
TOGETHER WITH THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF  
SECTION 33, ALL IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST HALF OF THE SOUTHEAST  
QUARTER OF SECTIONS 32; THENCE NORTH 88 DEGREES 10 MINUTES 43 SECONDS  
EAST ALONG THE SOUTH LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER 80.02  
FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 27 MINUTES 16  
SECONDS WEST ALONG A LINE 80 FEET EAST OF AND PARALLEL WITH THE WEST LINE  
OF SAID EAST HALF OF THE SOUTHEAST QUARTER 926.45 FEET; THENCE NORTH 89  
DEGREES 33 MINUTES 34 SECONDS EAST 1258.27 FEET; THENCE SOUTH 00 DEGREES  
27 MINUTES 29 SECONDS EAST 896.10 FEET TO THE SOUTH LINE OF SAID WEST HALF  
OF THE SOUTHWEST QUARTER OF SECTION 33; THENCE SOUTH 88 DEGREES 08  
MINUTES 54 SECONDS WEST ALONG SAID SOUTH LINE 17.70 FEET TO THE SOUTHEAST  
CORNER OF SAID SOUTHEAST QUARTER OF SECTION 32; THENCE SOUTH 88 DEGREES  
10 MINUTES 43 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST  
QUARTER OF SECTIONS 32 A DISTANCE OF 1240.97 FEET TO THE PLACE OF BEGINNING.

PIN: Part of 06-32-401-003-0000

which is depicted as Lot 1 on the Assessment Plat/Plat of Survey attached hereto as Exhibit A (the "Subject Property"); and

**WHEREAS**, the Owner plans to construct a 400,000 square foot industrial building on the Subject Property, and then enter into a lease agreement with an industrial user who will utilize the Subject Property for warehousing and distribution of medical and surgical supplies to customers throughout the Midwest; and

**WHEREAS**, the corporate authorities of the Village of Bartlett have independent knowledge of the benefits that the construction of the improvements and the tenant/end user's business will bring to the local economy, including employing over 200 employees;

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

**SECTION ONE:** The President and Board of Trustees of the Village of Bartlett hereby support and consent to the application for a Class 6B classification for the Subject Property based on the new construction of a 400,000 SF industrial warehouse thereon and the substantial rehabilitation thereof, which will create approximately 200 construction jobs, and the real expectation that the occupant thereof will bring approximately 200 employees to the Subject Property, most of which will be full time employees, if the 6B classification is granted by the Cook County Assessor's Office for the Subject Property located south of West Bartlett Road, east of Spitzer Road, west of Naperville Road and north of the Commonwealth Edison right-of-way, in the Brewster Creek Business Park.

**SECTION TWO:** The corporate authorities of the Village of Bartlett hereby find and determine that the industrial use of the Subject Property is necessary and beneficial to the local economy.

**SECTION THREE:** That the Village Clerk shall certify a copy of this Resolution and send a certified copy to the office of the Assessor of Cook County.

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 21, 2019

APPROVED: May 21, 2019

\_\_\_\_\_  
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 2019 - \_\_\_\_\_ enacted on May 21, 2019, and approved on May 21, 2019, as the same appears from the official records of the Village of Bartlett.

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





## **CLASS 6B**

### **ELIGIBILITY BULLETIN**

#### ***Cook County Living Wage Ordinance***

Please be advised that every applicant for this incentive will be required to provide an affidavit to the Assessor's Office to confirm compliance with the Cook County Living Wage Ordinance. The Cook County Assessor will not grant any request for incentive classification until it receives the required affidavit.

#### ***Incentive Benefits***

The Class 6b classification is designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures, and the industrial reutilization of abandoned buildings. The goal of Class 6b is to attract new industry, stimulate expansion and retention of existing industry and increase employment opportunities.

Under the incentive provided by Class 6b, qualifying industrial real estate would be eligible for the Class 6b level of assessment from the date that new construction or substantial rehabilitation is completed and initially assessed or, in the case of abandoned property, from the date of substantial re-occupancy. Properties receiving Class 6b will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. This constitutes a substantial reduction in the level of assessment and results in significant tax savings. In the absence of this incentive, industrial real estate would normally be assessed at 25% of its market value.

Where buildings or other structures qualify for the incentive as new construction or as abandoned property as defined below, the reduced level of assessment under Class 6b will apply to those structures in their entirety as well as to the land upon which they are situated. Where there is substantial rehabilitation of an existing structure which has not been abandoned, the reduced incentive level of assessment is applicable to the additional market value attributable to the rehabilitation, including qualified land related to the rehabilitation. ***(Please note that the additional value attributable to the rehabilitation for assessment purposes is likely to be lower than the actual amount spent on the rehabilitation.)*** Land qualifies when the rehabilitation adds vertical or horizontal square footage to the improvements. The amount of land eligible for the incentive shall be in such proportion as the square footage added by the rehabilitation bears to the total square footage of the improvements on the parcel.

## ***Eligibility Requirements***

Real estate is eligible for Class 6b status under the following conditions:

1. The real estate is used primarily for "industrial purposes".
2. There is either (a) new construction, (b) substantial rehabilitation, or (c) substantial re-occupancy of "abandoned" property.
3. An Eligibility Application and supporting documents have been timely filed with the Office of the Assessor according to deadlines as set forth in the "What Must Be Filed" and "Time for Filing" sections of this Bulletin.
4. The municipality in which such real estate is located (or the County Board, if the real estate is located in an unincorporated area) must, by lawful resolution or ordinance, expressly state that it supports and consents to the filing of a Class 6b Application and that it finds Class 6b necessary for development to occur on the subject property.

The following definitions, as set forth in the Cook County Real Property Assessment Classification Ordinance, pertain to the Class 6b incentive provision:

***Industrial purposes:*** "Any real estate used primarily in manufacturing ... or in the extraction or processing of raw materials unserviceable in their natural state to create new physical products or materials, or in the processing of materials for recycling, or in the transportation or storage of raw materials or finished or partially finished physical goods in the wholesale distribution of such materials or goods for sale or leasing."

***Manufacturing:*** "The material staging and production of goods used in procedures commonly regarded as manufacturing, processing, fabrication, or assembling which changes existing material into new shapes, new qualities, or new combinations and including research and development associated with the production of goods."

***Abandoned property:*** "Buildings and other structures that, after having been vacant and unused for at least 24 continuous months, are purchased for value by a purchaser in whom the seller has no direct financial interest." An exception to this definition shall be, "if the municipality or the Board of Commissioners, as the case may be, finds that special circumstances justify finding that the property is 'abandoned' for the purpose of Class 6b."

The finding of abandonment, along with the specification of the special circumstances, shall be included in the resolution or ordinance supporting and consenting to the incentive application. Notwithstanding the foregoing, special circumstances may not be determined to justify finding that a property is deemed "abandoned" where:

- A. There has been a purchase for value and the buildings and other structures have not been vacant and unused prior to such purchase; or
- B. There has been no purchase for value and the buildings and other structures have been vacant and unused for less than 24 continuous months.

If the ordinance or resolution containing a finding of "special circumstances" is that of a municipality, the approval of the County Board of Commissioners is required to validate such a finding that the property is deemed "abandoned" for purposes of the incentive, and a resolution to that effect shall be included with the eligibility application.

### ***What Must Be Filed***

An applicant seeking the reclassification of real estate to Class 6b is required to file a "Class 6b Eligibility Application" with the Office of the Assessor. At the time of filing the application, a filing fee of \$500.00 must be paid. In addition, an applicant may submit, at the same time, a certified copy of an ordinance or resolution adopted by the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) expressly stating that it supports and consents to the filing of a Class 6b Application and that it finds Class 6b necessary for development to occur on the subject property. If the resolution is not filed at the time the Eligibility Application is submitted to the Assessor, the applicant must file, at that time, a letter from the municipality or the County Board confirming that a resolution or ordinance supporting the incentive has been requested. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must also file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested.

Should the municipality or the County Board, at a later date, deny the applicant's request for a resolution or ordinance, whether or not construction or re-occupancy has begun, the applicant will be deemed ineligible for reclassification to Class 6b. Any information that is not known or any supporting documents that are not available at the time of the initial filing must be submitted as a supplement to the Application.

After the construction or re-occupancy has taken place, an applicant must also file an "Incentives Appeal Form" requesting that the real estate be reclassified to Class 6b. At the time of filing the appeal, an appeal fee of \$100.00 must be paid. If a resolution from the municipality where the property is located, or the Cook County Board of Commissioners if located in an unincorporated area, was not filed with the Eligibility Application, the applicant must file a certified copy of the resolution or ordinance supporting the incentive at this time. No final action on a request for reclassification to Class 6b will be taken until an Appeal and an Eligibility Application, along with the required documentation as described therein, are completed and filed with the Office of the Assessor.

In addition, during the term of the incentive, the Class 6b recipient must file a triennial affidavit attesting to the use of the property and the number of workers employed at the Class 6b site. The Assessor will mail Class 6b recipients the affidavit forms at the time of their triennial reassessments. The affidavit must be signed, notarized and returned to the Assessor within three weeks. Failure to file the triennial affidavits within that time will result in the loss of the incentive.

### ***Time for Filing***

The Eligibility Application along with the appropriate resolution or letter confirming that a resolution has been requested *must be filed* with the Assessor *prior to*, but no earlier than one year before, *commencement of new construction* (excluding demolition, if any) *or substantial rehabilitation*. With respect to abandoned property, the eligibility application must be made to the Assessor ***prior to the commencement of the reoccupation of the vacant and unused property.***

Where reoccupation of "abandoned" property and subsequent substantial rehabilitation is planned, a single Eligibility Application and resolution, ordinance, or letter confirming that a resolution has been requested, may be filed for both situations, provided that the Application is filed prior to the commencement of reoccupation and such rehabilitation.

To finalize the classification change, a "Real Estate Assessed Valuation Appeal" must be filed after the construction or re-occupancy has taken place. In instances where a certified copy of an ordinance or resolution expressly stating that the municipality or County Board supports and consents to filing of a Class 6b Application has not yet been filed, it must be filed at this time. For the purpose of certifying final assessments on a timely basis to the Board of Appeals, deadlines for filing Appeals are established on a township basis. Check with the Office of the Assessor to determine when the deadline occurs for a particular township.

The 6b classification may be renewed during the last year in which a property is entitled to a 10% assessment level or when the incentive is still applied at the 15% or 20% assessment level, by filing a renewal application and a certified copy of a resolution or ordinance adopted by the municipality in which the real estate is located, or by the County Board, if located in an unincorporated area of Cook County, expressly stating that it supports and consents to the renewal of the Class 6b incentive and that it has determined that the industrial use of the property is necessary and beneficial to the local economy. The notice of intent to request renewal will be forwarded by the Assessor's Office to the Cook County Board. The owners must notify the Assessor's Office of their intent to request renewal at the time they request a resolution or ordinance agreeing to the renewal from the municipality or County Board. The number of renewal period requests is not limited.

**Questions regarding Class 6b may be directed to the Development Incentives Department of the Office of the Cook County Assessor, Room 301, 118 North Clark Street, Chicago, Illinois 60602, (312) 603-7529.**

THE LAW OFFICES OF  
**LISTON & TSANTILIS**  
A PROFESSIONAL CORPORATION



33 NORTH LASALLE STREET, 28TH FLOOR CHICAGO, ILLINOIS 60602  
BRIAN P. LISTON (312) 580-1594 PETER TSANTILIS (312) 604-3808 FACSIMILE (312) 580-1592

April 25, 2019

**VIA E-MAIL**

Tony Fradin  
Economic Development Coordinator  
Village of Bartlett  
228 S. Main Street  
Bartlett, Illinois 60103  
Tfradin@vbartlett.org

**Re: Class 6b Application**  
**Elmhurst-Chicago Stone Company**  
**1575 W. Bartlett Road**  
**Bartlett, Illinois 60018**  
**PIN: Part of 06-32-401-003-0000 (Pending PIN Division)**

Dear Tony:

Elmhurst-Chicago Stone Company (the "Applicant") is the sole title owner of the property located at 1575 W. Bartlett Road, Bartlett, Illinois 60103 (06-32-401-003-0000), which currently consists of approximately 73.98 acres of vacant land. The Applicant plans to subdivide the existing property and is requesting a Resolution from the Village of Bartlett supporting and consenting to a Class 6b Tax Incentive based on new construction and substantial rehabilitation. The Applicant's request for a Class 6b Tax Incentive is limited to Lot 1 (the "subject property"), which is illustrated on the attached Plat of Survey.

The subject property currently consists of approximately 26.32 acres of vacant land, however, should the Village of Bartlett approve of the Applicant's Class 6b Tax Incentive request, the Applicant plans to construct an approximately 400,000 square foot industrial building, and lease the same to an industrial user who will utilize the subject property for warehousing and distribution of medical and surgical supplies to customers located within the mid-west. The Applicant intends to commence construction of the building in October 2019, with the expectation of having the building ready for occupancy by October 2020.

In total, the Applicant anticipates investing approximately \$40,235,809 into developing the subject property, and expects the development to create approximately 200 construction jobs. The prospective building is expected to have the following features:

- Approximately 18,000 square foot office buildout
- Approximately 72 truck docks
- Approximately 30 truck parking spaces
- Approximately 278 car parking spaces

After completion, the Applicant plans to lease the new facility to an industrial user who will utilize the subject property for warehousing and distribution of medical and surgical supplies. The Applicant

expects the occupant to bring at least 200 employees to the property, most of which will be full-time employees.

If the Applicant does not receive a Class 6b Tax Incentive, the Applicant has determined that the Cook County property tax burden will require it to consider developing in a neighboring county, state, or community that offers it a Class 6b Tax Incentive. In the event the Applicant does not move forward with the development, the subject property will remain vacant land.

When a property is classified as vacant land in Cook County, the real estate is assessed at 10% of its fair market value, as opposed to developed land which is assessed at 25% of its fair market value. Using fair market value numbers, based on the subject property's prorated share of the 2018 final assessed value of PIN 06-32-401-003-0000, the subject property would have an estimated assessed value of only approximately \$57,333 if it remained vacant land. Based on this assessed value, the subject property would only generate an estimated \$241,805 in total property tax revenue over the proposed 12-year life of the Class 6b Tax Incentive.

Taking into consideration the land acquisition and the anticipated hard costs of the proposed development, the subject property is expected to have a market value of approximately \$23,307,592, or an assessed value of \$2,330,759 with the Class 6b. Based on this assessed value, the subject property would generate an estimated approximately \$11,058,937 in total property tax revenue over the proposed 12-year life of the tax incentive. Ultimately, if the Village of Bartlett approves of the Applicant's Class 6b Tax Incentive, the subject property will create an additional \$10,817,132 in property tax revenue over the proposed 12-year life of the Class 6b Tax Incentive.

The Applicant is eager to develop the property and lease the proposed new building to an industrial user who will utilize the subject property for warehousing and distribution of medical and surgical supplies. Please review this letter and the attached materials, and place the Applicant on the next available Village Board of Trustees' agenda. Should you have any questions or concerns, do not hesitate to contact me at (312) 580-1593.

Regards,



Maxwell A. Kling  
Encls.



***Identification of Person Having an Interest in the Property***

Attach a complete list of all owners, developers, occupants and other interested parties (*including all beneficial owners of a land trust*) identified by names and addresses, and the nature and extent of their interest.

***Industrial Use***

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Include copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

***Nature of Development***

Indicate nature of proposed development by checking the appropriate space:

- New Construction (**Read and Complete Section A**)
- Substantial Rehabilitation (**Read and Complete Section A**)  
**Incentive only applied to the market value attributable to the rehabilitation**
- Occupation of Abandoned Property - No Special Circumstance  
**(Read and Complete Section B)**
- Occupation of Abandoned Property - With Special Circumstance  
**(Read and Complete Section C)**
- Occupation of Abandoned Property - (**TEERM Supplemental Application**)  
**(Read and Complete Section C)**

**SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)**

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction commencement (*excluding demolition, if any*): October 2019

Estimated date of construction completion: October 2020

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1<sup>st</sup> floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits (*including date of issuance*)
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction* (*including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc*)

**SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)**

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 24 continuous months prior to the purchase for value?

YES       NO

When and by whom was the subject property last occupied prior to the purchase for value?

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Attach copies of the following documents:

- (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of such vacancy

2. Application must be made to the Assessor prior to occupation:

Estimated date of reoccupation: \_\_\_\_\_  
Date of Purchase: \_\_\_\_\_  
Name of purchaser: \_\_\_\_\_  
Name of seller: \_\_\_\_\_  
Relationship of purchaser to seller: \_\_\_\_\_

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

**SECTION C (SPECIAL CIRCUMSTANCES)**

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of *abandonment prior to purchase was less than 24 months*, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 24 continuous months or greater**, complete section (2).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 12 continuous months and less than 24 continuous month**, complete section (2) and the **TEERM Supplemental Application**.

1. How long was the period of abandonment prior to the purchase for value? \_\_\_\_\_

When and by whom was the subject property last occupied prior to the purchase for value?

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

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 24-month abandonment period.*

Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of Reoccupation: \_\_\_\_\_  
Date of purchase: \_\_\_\_\_  
Name of purchaser: \_\_\_\_\_  
Name of seller: \_\_\_\_\_  
Relationship of purchaser to seller: \_\_\_\_\_

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

- 24 or greater continuous months (*Eligible for Special Circumstance*)
- 12 continuous months but less than 24 continuous months (*Eligible for Special Circumstance under TEERM*) - **Complete TEERM Supplemental Application**
- Less than 12 continuous months (*Not Eligible for Special Circumstance*)

When and by whom was the subject property last occupied prior to the filing of this application?

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Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: \_\_\_\_\_

**TEERM SUPPLEMENTAL APPLICATION**

*(This form will ONLY be utilized for applicants who specifically elect for TEERM)*

*This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) for at least 12 continuous months and less than 24 continuous months with no purchase taking place.*

*Under the TEERM Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. The terms of this program are Not Renewable.*

*No applications will be taken after November 30, 2018.*

I \_\_\_\_\_ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **TEERM** program.

Further affiant sayeth not.

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Agent's Name & Title

\_\_\_\_\_  
Agent's Mailing Address

\_\_\_\_\_  
Agent's Telephone Number

\_\_\_\_\_  
Applicant's Name

\_\_\_\_\_  
Applicant's Mailing Address

\_\_\_\_\_  
Applicant's e-mail address

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

**EMPLOYMENT OPPORTUNITIES**

How many construction jobs will be created as a result of this development? 200

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: N/A Part-time: N/A

How many new permanent full-time jobs will be created as a result of this proposed development?

200

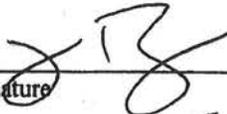
How many new permanent full-time jobs will be created as a result of this proposed development?

\_\_\_\_\_

**LOCAL APPROVAL**

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) should accompany this Application. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property. If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal".

**I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.**

  
\_\_\_\_\_  
Signature  
JEFF BROWN  
\_\_\_\_\_  
Print Name

4/24/19  
\_\_\_\_\_  
Date  
PRESIDENT  
\_\_\_\_\_  
Title

# INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT

Jeff Brown as agent for the applicant set forth below, who is seeking a classification incentive as referenced below, I do hereby state under oath as follows:

1. As the agent for the applicant set forth below, I have personal knowledge as to the facts stated herein.
2. The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of a pending application/renewal (*circle as appropriate*) for one of the following development incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, Sec.74-60 et seq., as amended:

Class 6B     Class 8 (*Industrial property*)     Class 9

3. I have reviewed the Code of Ordinances of Cook County, Chapter 34, Article IV, Division 1 and The Cook County Living Wage Ordinance, Sec. 34-127 et seq., as amended (*the "Ordinance"*), and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance, due to one of the following options (*check as appropriate*):

Applicant is currently paying a living wage to its employees, as defined in the Ordinance.

OR

Applicant is not required to pay a living wage, pursuant to the Ordinance.

Further affiant sayeth not.

[Signature]  
Agent's Signature

400 West First Street, Elmhurst, IL 60126

Agent's Mailing Address

Elmhurst-Chicago Stone Company

Applicant's Name

jbrown@ecstone.com

Applicant's e-mail address

Jeff Brown

Agent's Name & Title

630-832-4000

Agent's Telephone Number

400 West First Street, Elmhurst, IL 60126

Applicant's Mailing Address

Subscribed and sworn before me this 24<sup>th</sup> day of April, 20 19

[Signature]  
Signature of Notary Public





**Legal Description**

LOT 1:

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOGETHER WITH THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 33, ALL IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32; THENCE NORTH 88 DEGREES 10 MINUTES 43 SECONDS EAST ALONG THE SOUTH LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER 80.02 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 27 MINUTES 16 SECONDS WEST ALONG A LINE 80 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER 926.45 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 34 SECONDS EAST 1258.27 FEET; THENCE SOUTH 00 DEGREES 27 MINUTES 29 SECONDS EAST 896.10 FEET TO THE SOUTH LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 33; THENCE SOUTH 88 DEGREES 08 MINUTES 54 SECONDS WEST ALONG SAID SOUTH LINE 17.70 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 32; THENCE SOUTH 88 DEGREES 10 MINUTES 43 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 32 A DISTANCE OF 1240.97 FEET TO THE PLACE OF BEGINNING.

## **BASIC SITE INFORMATION**

Elmhurst-Chicago Stone Company (the "Applicant") is the sole title owner of the property located at 1575 W. Bartlett Road, Bartlett, Illinois 60103 (06-32-401-003-0000), which currently consists of approximately 73.98 acres of vacant land. The Applicant plans to subdivide the existing property and is requesting a Resolution from the Village of Bartlett supporting and consenting to a Class 6b Tax Incentive based on new construction and substantial rehabilitation. The Applicant's request for a Class 6b Tax Incentive is limited to Lot 1 (the "subject property"), which is illustrated on the attached Plat of Survey.

The subject property currently consists of approximately 26.32 acres of vacant land, however, should the Village of Bartlett approve of the Applicant's Class 6b Tax Incentive request, the Applicant plans to construct an approximately 400,000 square foot industrial building, and lease the same to an industrial user who will utilize the subject property for warehousing and distribution of medical and surgical supplies to customers located within the mid-west. The Applicant intends to commence construction of the building in October 2019, with the expectation of having the building ready for occupancy by October 2020.

Attached hereto, please find:

- Plat of Survey
- Site Plan

# BARTLETT QUARRY ASSESSMENT PLAT / PLAT OF SURVEY

PLAN: 6-33-900-001  
6-33-401-003

**LEGEND**

- 6" P. FOUND IRON PIPE
- 6" P. SET IRON PIPE

**GRAPHIC SCALE**

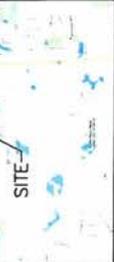
1" = 100'

**AREA**

LOT 1	1,148.04 SQ. FT.	0.0262 AC.
LOT 2	2,800.00 SQ. FT.	0.0643 AC.
LOT 3	2,800.00 SQ. FT.	0.0643 AC.
TOTAL	6,748.04 SQ. FT.	0.1548 AC.

**AREA**

PARCEL 1	6,748.04 SQ. FT.	0.1548 AC.
PARCEL 2	6,748.04 SQ. FT.	0.1548 AC.
PARCEL 3	6,748.04 SQ. FT.	0.1548 AC.
NET TOTAL	20,244.12 SQ. FT.	0.4644 AC.



VICINITY MAP  
NOT TO SCALE

### OWNER'S CERTIFICATE:

I, the undersigned, being the owner of the premises described herein and having caused the same to be plotted as indicated on this assessment plat, do hereby certify that the same are correct and true to the best of my knowledge and belief.

DATED AT \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

BY \_\_\_\_\_

### NOTARY CERTIFICATE:

I, the undersigned, a Notary Public in the County and State of \_\_\_\_\_, do hereby certify that the foregoing is a correct and true copy of the original as shown to me by the undersigned.

DATED AT \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

BY \_\_\_\_\_

### COUNTY CLERK CERTIFICATE

\_\_\_\_\_

### RECORDERS CERTIFICATE

\_\_\_\_\_

### SURVEYOR CERTIFICATE

I, the undersigned, being a duly licensed Professional Engineer in the State of Illinois, do hereby certify that the foregoing is a correct and true copy of the original as shown to me by the undersigned.

DATED AT \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

BY \_\_\_\_\_

**Engineers  
Scientists  
Surveyors**

7002 JONES AVENUE, SUITE 100  
MORRISVILLE, IL 60557  
TEL: 815-233-1111  
FAX: 815-233-1112  
WWW.ENR.COM

### LEGAL DESCRIPTION

LOT 1  
THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY UNDER RECORD NO. 6-33-401-003, DATED AND RECORDED MAY 1, 2006, AS TO THE PART OF SAID QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

AND ALSO EXCEPTING THEREFROM THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

AND ALSO EXCEPTING THEREFROM THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

### LEGAL DESCRIPTION OF NEW LOTS

LOT 1  
THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY UNDER RECORD NO. 6-33-401-003, DATED AND RECORDED MAY 1, 2006, AS TO THE PART OF SAID QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

AND ALSO EXCEPTING THEREFROM THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

AND ALSO EXCEPTING THEREFROM THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

LOT 2  
THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY UNDER RECORD NO. 6-33-401-003, DATED AND RECORDED MAY 1, 2006, AS TO THE PART OF SAID QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

AND ALSO EXCEPTING THEREFROM THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

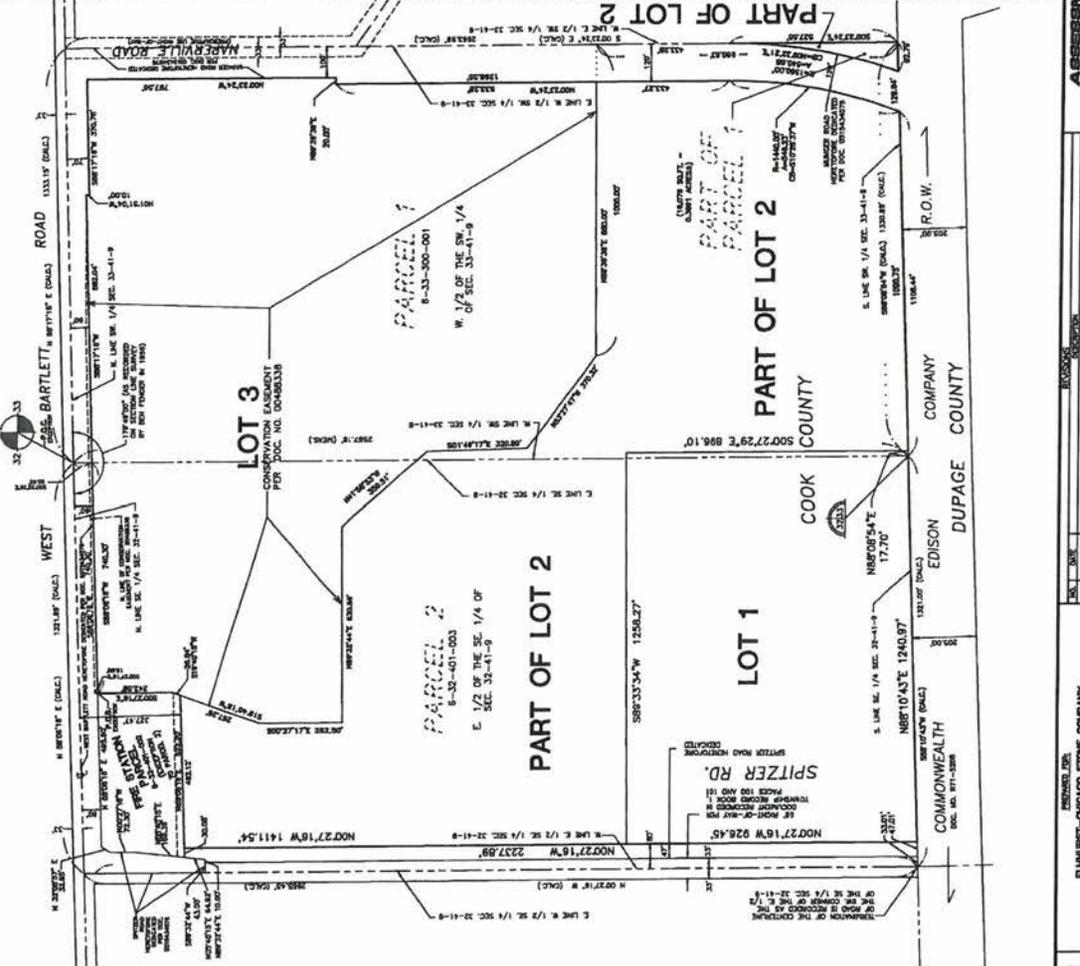
AND ALSO EXCEPTING THEREFROM THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

LOT 3  
THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY UNDER RECORD NO. 6-33-401-003, DATED AND RECORDED MAY 1, 2006, AS TO THE PART OF SAID QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

AND ALSO EXCEPTING THEREFROM THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

AND ALSO EXCEPTING THEREFROM THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:



**ASSESSMENT PLAT / PLAT OF SURVEY**

PREPARED BY: **BARTLETT QUARRY**

DATE: \_\_\_\_\_

FILE NO.: \_\_\_\_\_

BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_

RECORDED IN: \_\_\_\_\_

DATE RECORDED: \_\_\_\_\_

BY: \_\_\_\_\_

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

RECORDERS: \_\_\_\_\_

SURVEYOR: \_\_\_\_\_

OWNER: \_\_\_\_\_

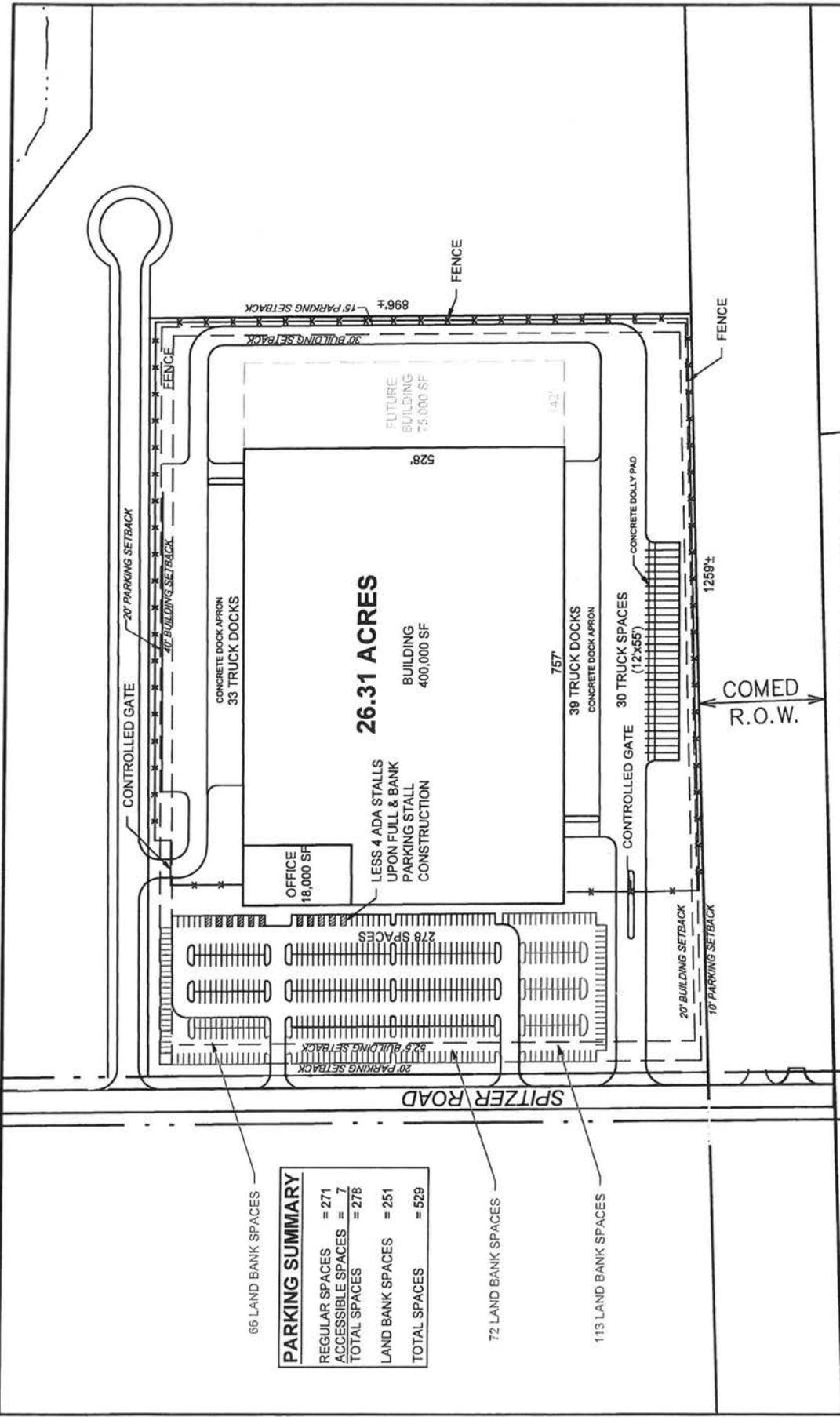
ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

WEBSITE: \_\_\_\_\_

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



PARKING SUMMARY	
REGULAR SPACES	= 271
ACCESSIBLE SPACES	= 7
TOTAL SPACES	= 278
LAND BANK SPACES	= 251
TOTAL SPACES	= 529

66 LAND BANK SPACES

72 LAND BANK SPACES

113 LAND BANK SPACES

DATE: 10-18-18



SCALE: 1"=150'

**COOK PARCEL  
CONCEPTUAL SITE PLAN  
400K OPTION 2**

**BREWSTER CREEK BUSINESS PARK**

**BARTLETT ILLINOIS**

V3 Companies  
1325 James Avenue  
Bartlett, IL 60010  
830.724.9200 Phone  
830.724.9202 Fax  
www.v3co.com



UTLID, WATERS, UTILITIES, ETC. SHOWN TO PROVIDE SUE EXPERIENCE

E:\1818\262626\262626\DRAWING\AUTOCAD\DWG\DESIGN\DRAWING\Cook Parcel 9428\_042604K\_C02.dwg (11/18/2018)

## DESCRIPTION OF NEW CONSTRUCTION

Elmhurst-Chicago Stone Company (the "Applicant") is the sole title owner of the property located at 1575 W. Bartlett Road, Bartlett, Illinois 60103 (06-32-401-003-0000), which currently consists of approximately 73.98 acres of vacant land. The Applicant's request for a Class 6b Tax Incentive is limited to Lot 1 (the "subject property"), which is illustrated on the attached Plat of Survey.

The Applicant plans to construct an approximately 400,000 square foot industrial building, and lease the same to an industrial user who will utilize the subject property for warehousing and distribution of medical and surgical supplies to customers located within the mid-west. The Applicant intends to commence construction of the building in October 2019, with the expectation of having the building ready for occupancy by October 2020.

In total, the Applicant anticipates investing approximately \$40,235,809 into developing the subject property, and expects the development to create approximately 200 construction jobs. The prospective building is expected to have the following features:

- Approximately 18,000 square foot office buildout
- Approximately 72 truck docks
- Approximately 30 truck parking spaces
- Approximately 278 car parking spaces

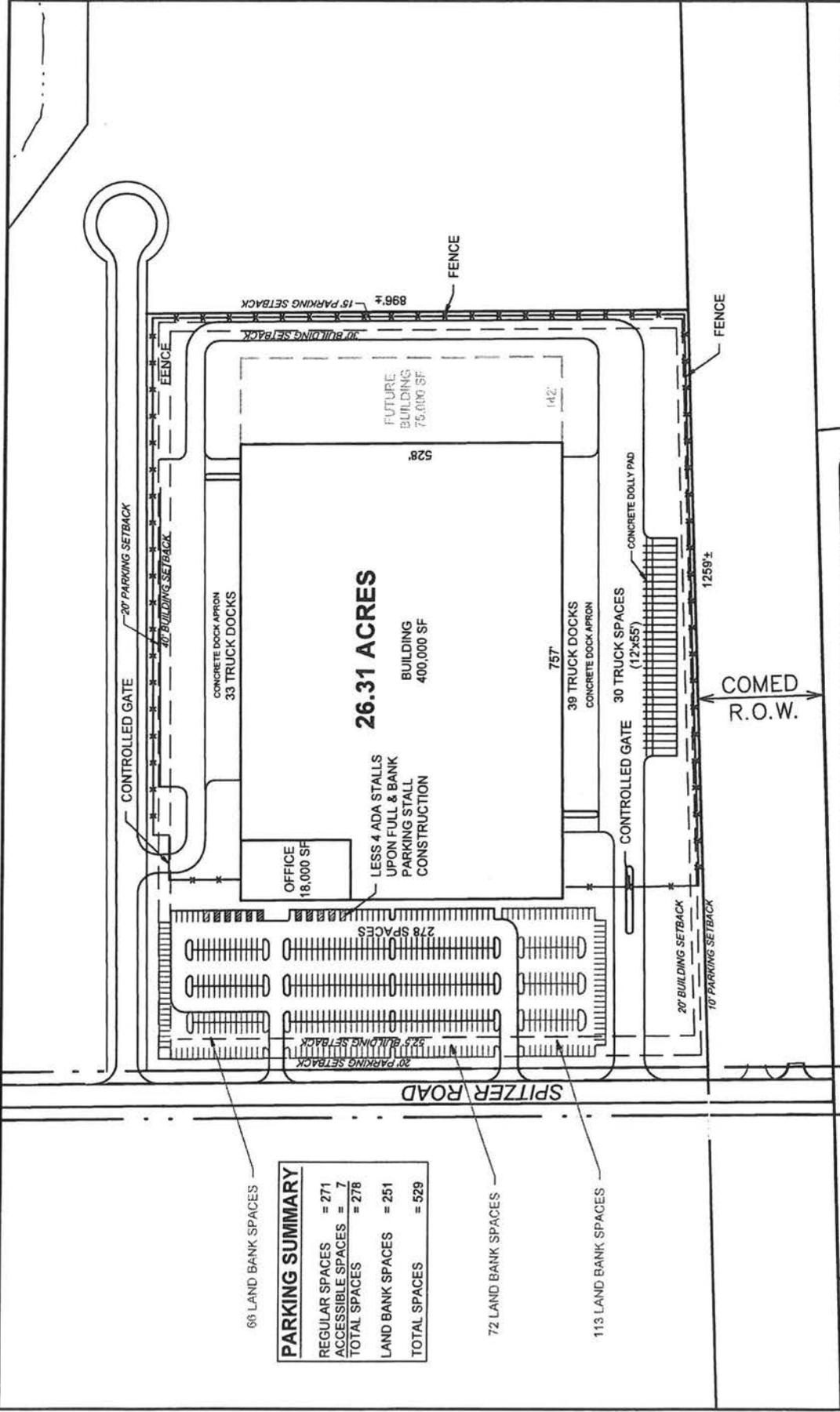
Attached hereto, please find:

- Construction Schedule
- Construction Budget
- Site Plan
- Renderings



Budget		\$ / nrsf	\$ total
Parcel Price	4.19 / lsf	12.00	4,799,254
Land Legal / Closing Costs		0.04	15,000
Subtotal Land		12.04	4,814,254
Building Shell		31.05	12,418,729
Earthwork		5.57	2,227,908
Site Utilities		2.25	899,915
Site Pavement		4.29	1,715,785
Winter Conditions		0.88	350,000
Contingency	5.0%	2.20	881,000
Subtotal Hard		46.23	18,493,338
Architectural		0.31	122,100
Structural		0.11	45,000
Civil		0.15	58,500
Subtotal Design		0.56	225,600
Material Testing		0.38	150,000
Legal (General, Organizational, Acquisition, Disposition, etc.)		0.38	150,000
Plan Check, Permits, Fees and inspections		0.75	300,000
Insurance (GL Liability)		0.46	182,982
Insurance (GC Builder's Risk)		0.12	49,534
RE Taxes		0.31	125,000
Phase I ESA		0.01	3,000
Geotechnical		0.03	12,000
Survey		0.01	5,000
Insurance (Owner's Risk, Liability & Environmental)		0.04	15,000
Landscape Allowance		0.78	312,000
Development Reimbursable		0.03	10,600
Construction Management Reimbursables		0.01	3,500
Construction Management Fee	1.9%	0.86	343,000
Soft Contingency	5.0%	0.37	146,000
Development Fee	5.7%	2.64	1,055,000
Leasing Commissions		3.47	1,386,000
Subtotal Soft		10.62	4,248,616
Origination Fee		0.39	156,378
Appraisal		0.02	7,500
Inspection		0.09	36,000
Title Insurance		0.03	10,000
Title Draw Costs		0.04	15,000
3rd Party Legal		0.16	65,000
Interest Expense		2.22	887,199
Subtotal Financing		2.94	1,177,077
<b>Total Phase Cost</b>		<b>72.40</b>	<b>28,958,885</b>

Shell Building	72.40	28,958,885
\$7 psf Standard TI	-	-
Market Development Cost	\$72.40	28,958,885
Actual TI pricing	27.64	11,055,808
Above Standard TI	27.64	11,055,808
CM fee (2%)	0.55	221,116
Tenant Funded TI	\$28.19	11,276,924
Market Development Cost	72.40	28,958,885
Above Standard TI	28.19	11,276,924
Turn-Key Pricing	\$100.59	40,235,809



PARKING SUMMARY	
REGULAR SPACES	= 271
ACCESSIBLE SPACES	= 7
TOTAL SPACES	= 278
LAND BANK SPACES	= 251
TOTAL SPACES	= 529

68 LAND BANK SPACES

72 LAND BANK SPACES

113 LAND BANK SPACES

DATE: 10-18-18



**COOK PARCEL  
CONCEPTUAL SITE PLAN  
400K OPTION 2**

**BREWSTER CREEK BUSINESS PARK**

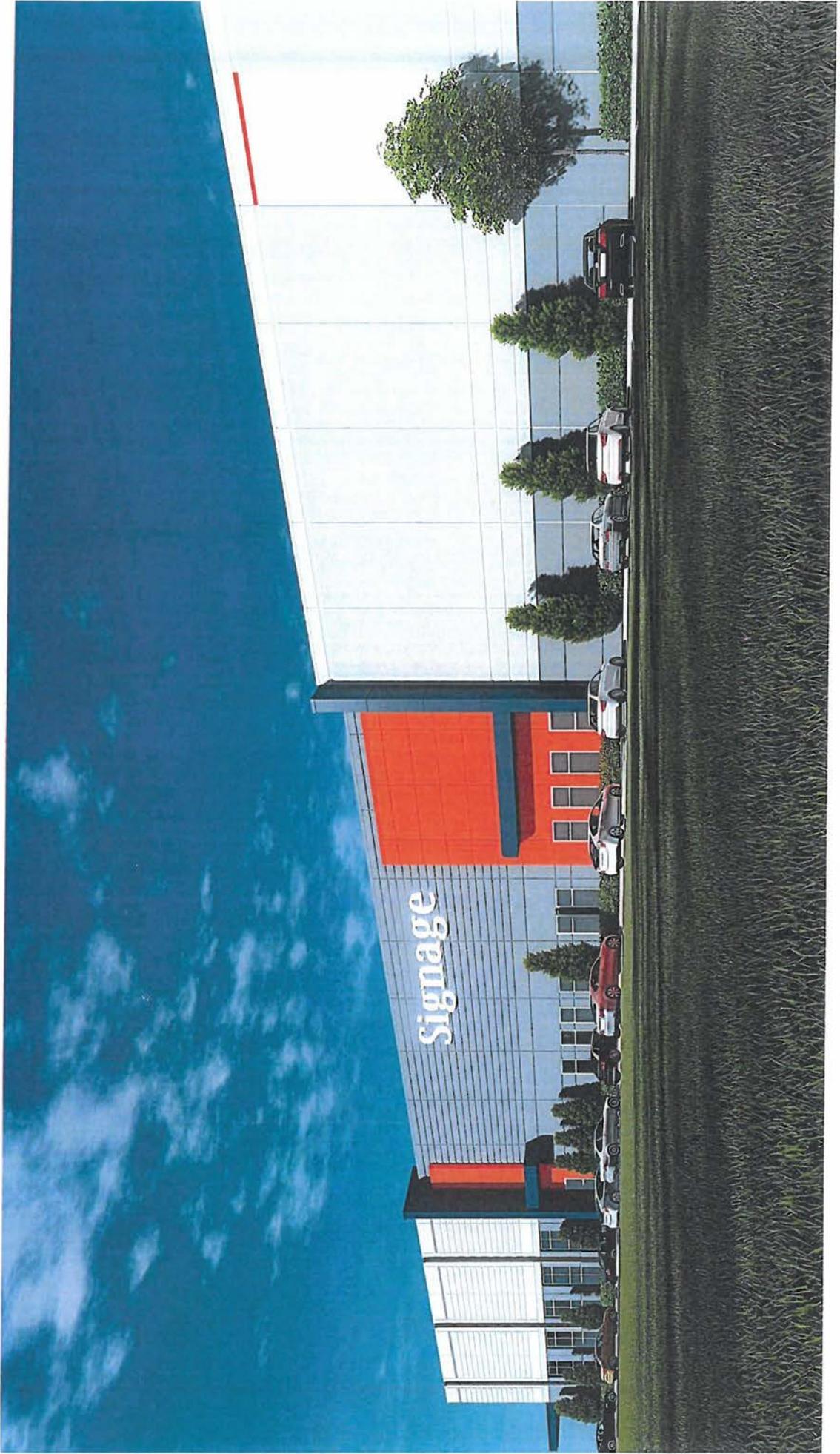
**BARTLETT ILLINOIS**

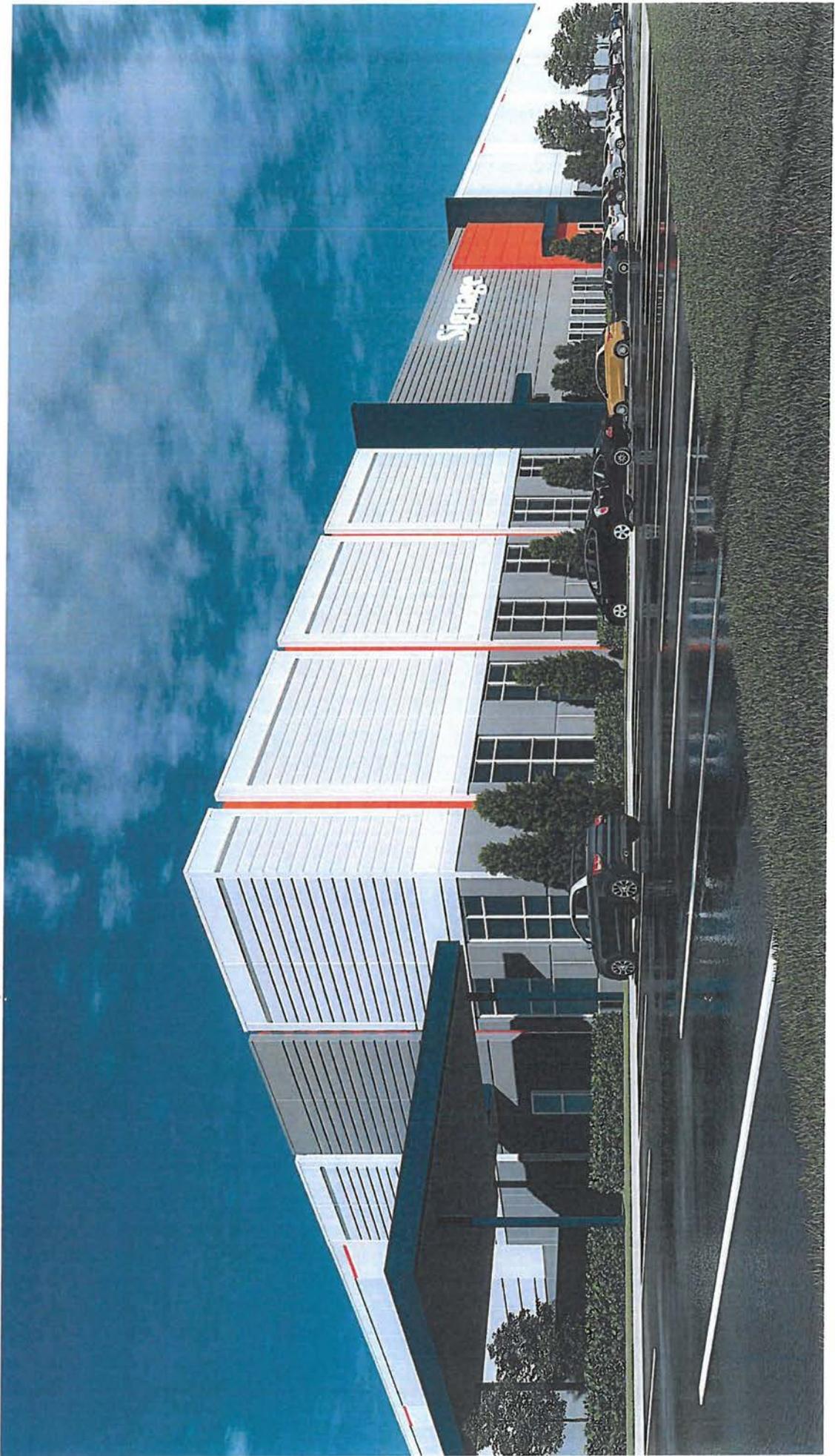
V3 Consulting  
7325  
Woodridge, IL 60517  
630.724.9200 phone  
630.724.9202 fax  
www.v3co.com



SCALE: 1"=150'  
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### **DESCRIPTION OF INDUSTRIAL USE**

Elmhurst-Chicago Stone Company (the "Applicant") is the sole title owner of the property located at 1575 W. Bartlett Road, Bartlett, Illinois 60103 (06-32-401-003-0000), which currently consists of approximately 73.98 acres of vacant land. The Applicant's request for a Class 6b Tax Incentive is limited to Lot 1 (the "subject property"), which is illustrated on the attached Plat of Survey.

The Applicant plans to construct an approximately 400,000 square foot industrial building, and lease the same to an industrial user who will utilize the subject property for warehousing and distribution of medical and surgical supplies to customers located within the mid-west. The Applicant expects the occupant to bring at least 200 employees to the property, most of which will be full-time employees.

### **OWNERSHIP INFORMATION**

**Applicant:** Elmhurst-Chicago Stone Company (the “Applicant”) is the sole title owner of the property located at 1575 W. Bartlett Road, Bartlett, Illinois 60103 (06-32-401-003-0000), which currently consists of approximately 73.98 acres of vacant land. The Applicant’s request for a Class 6b Tax Incentive is limited to Lot 1 (the “subject property”), which is illustrated on the attached Plat of Survey.

Attached hereto, please find:

- Cook County Economic Disclosure Statement

## EDS AFFIDAVIT

I, Jeff Brown, as agent of Elmhurst-Chicago Stone Company (the "Applicant") do hereby certify that if called to testify would attest to the following facts as required by Sections 74-46 and 74-62 through 74-73 of the Cook County Code:

1. That I am a duly authorized agent for Applicant. Applicant is the sole title owner of the property located at 1575 W. Bartlett Road, Bartlett, Illinois 60103 (06-32-401-003-0000) (the "subject property").
2. In addition to the subject property, the Applicant owns the following properties in Cook County:
  - a. 1501 W. Bartlett Road  
Bartlett, IL 60103  
PIN: 06-33-300-001-0000
3. Applicant's ownership is as follows:
  - a. Trust F/B/O Charles P. Hammersmith SR 1975 (41.2% Ownership)  
400 West First Street  
Elmhurst, IL 60126
  - b. Charles P Hammersmith SR Family Trust 1992 (9.3% Ownership)  
400 West First Street  
Elmhurst, IL 60126
  - c. Trust F/B/O Ann Hammersmith 1986 (5% Ownership)  
400 West First Street  
Elmhurst, IL 60126
  - d. Trust F/B/O Charles P Hammersmith JR 1986 (7% Ownership)  
400 West First Street  
Elmhurst, IL 60126
  - e. Trust F/B/O Chares P Hammersmith JR 1996 (20% Ownership)  
400 West First Street  
Elmhurst, IL 60126
  - f. Trust F/B/O Stephen E Hammersmith 1986 (5% Ownership)  
400 West First Street  
Elmhurst, IL 60126



## REAL ESTATE TAX ANALYSIS / NECESSITY

Elmhurst-Chicago Stone Company (the “Applicant”) is the sole title owner of the property located at 1575 W. Bartlett Road, Bartlett, Illinois 60103 (06-32-401-003-0000), which currently consists of approximately 73.98 acres of vacant land. The Applicant’s request for a Class 6b Tax Incentive is limited to Lot 1 (the “subject property”), which is illustrated on the attached Plat of Survey.

If the Applicant does not receive a Class 6b Tax Incentive, the Applicant has determined that the Cook County property tax burden will require it to consider developing in a neighboring county, state, or community that offers it a Class 6b Tax Incentive. In the event the Applicant does not move forward with the development, the subject property will remain vacant land.

When a property is classified as vacant land in Cook County, the real estate is assessed at 10% of its fair market value, as opposed to developed land which is assessed at 25% of its fair market value. Using fair market value numbers, based on the subject property’s prorated share of the 2018 final assessed value of PIN 06-32-401-003-0000, the subject property would have an estimated assessed value of only approximately \$57,333 if it remained vacant land. Based on this assessed value, the subject property would only generate an estimated \$241,805 in total property tax revenue over the proposed 12-year life of the Class 6b Tax Incentive.

Taking into consideration the land acquisition and the anticipated hard costs of the proposed development, the subject property is expected to have a market value of approximately \$23,307,592, or an assessed value of \$2,330,759 with the Class 6b. Based on this assessed value, the subject property would generate an estimated approximately \$11,058,937 in total property tax revenue over the proposed 12-year life of the tax incentive. Ultimately, if the Village of Bartlett approves of the Applicant’s Class 6b Tax Incentive, the subject property will create an additional \$10,817,132 in property tax revenue over the proposed 12-year life of the Class 6b Tax Incentive.

Attached hereto, please find:

- 12-Year Tax Analysis





**COMMUNITY DEVELOPMENT MEMORANDUM**

**19-058**

DATE: May 13, 2019

TO: Paula Schumacher, Village Administrator

FROM: Roberta Grill, Planning and Development Services Director 

RE: Stearns and Munger - Early Earthwork Request

On May 9, 2019 the Village Board passed Ordinance #2019-40 "An Ordinance Approving of a Preliminary/Final Plat of Subdivision; Rezoning from the OR and SR-5 Zoning Districts to the I-2 EDA Zoning District; Site Plan Approval for Lots 1 and 2; Granting a Special Use Permit to fill two wetlands; and Granting a Variation to Reduce the Required Number of Parking Spaces for Lot 1 for the Property Located at the Northeast Corner of Stearns and Munger Roads."

The Petitioner has requested that the new Owner and Developer, LPC Bartlett I, LLC, the successor affiliated entity for this project be granted permission to begin early excavation and site grading for the Stearns and Munger Subdivision prior to the recording of the plat. LPC Bartlett I, LLC has stated that this request is prompted by the need to clear the site and prepare the building pads for an early fall construction.

Approval of this request shall be conditioned upon the completion of all the items in the attached **Checklist for Early Earthwork**, which includes final grading approval, appropriate letters of credit and submittal of a hold harmless agreement which states that LPC Bartlett I, LLC does understand and agrees that the work will be done in accordance with all applicable municipal codes and at their own risk.

**RECOMMENDATION**

The Staff supports LPC Bartlett I, LLC request for early earthwork for the Stearns and Munger Subdivision.

A motion to approve the Early Earthwork request is attached for your review.

The Early Earthwork Checklist and the letter from the Petitioner are attached for your reference.

## **Village Board Motion**

**May 21, 2019**

I move to approve the request of LPC Bartlett I, LLC to begin site grading and excavation for the Stearns and Munger Subdivision. The approval is subject to the completion of all of the items on the Checklist for Early Earthwork. The approval is further conditioned on the agreement that this does not relieve LPC Bartlett I, LLC of their responsibilities to complete the final subdivision plat approval process and to complete all work in accordance with the applicable municipal codes.

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

Project Name: <i>Stearns + Monger</i>	Case #: <i>18-24</i>
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1.  Application for Final Plat of Subdivision Submitted to CD
2.  Letter of Request for Early Earthworks Submitted to CD
3.  Final Plat of Subdivision Approved by VB *Ord #2019-40 5/9/19*
4.  Early Earthworks Request Approved by VB
5.  Grading Plan Approval Letter Issued by Village Engineer *5/9/19*
6.  Letter of Credit Form sent to Petitioner
7.  Letter of Credit Approved by Village Attorney
8.  Hold Harmless Agreement Form Sent to Petitioner
9.  Hold Harmless Agreement Approved by Village Attorney
10.  Outstanding Bills Paid
11.  Erosion Control/Tree Preservation Fence Permit (if applicable)
12.  Early Earthworks and/or Construction/Sales Trailer App. Completed (Bldg. Dept)

May 9, 2019

Village of Bartlett  
228 South Main Street  
Bartlett, IL 60103

**RE: Stearns & Munger**

Ladies and Gentlemen:

LPC Bartlett I, LLC (the "Owner") hereby requests the Village of Bartlett (the "Village") to permit the Owner to proceed with early earthwork/rough grading in accordance with the preliminary engineering plans submitted to the Village for the development of the Subject Property (the "Improvements") for the Stearns & Munger property legally described on Exhibit A and hereinafter referred to as the "Subject Property", prior to the execution by the Village President of the "Final Plat of Subdivision Stearns and Munger" prepared by V3 dated December 18, 2018, last revised January 30, 2019 (the "Final Plat") for the Subject Property with the understanding that the granting of such permission by the Village does not in any way relieve the Owner of its responsibilities to complete and satisfy each of the conditions set forth in Ordinance 2019-40, "AN ORDINANCE Approving a Preliminary/Final Plat of Subdivision; Rezoning from the OR and SR-5 Zoning Districts to I-2 EDA Zoning District; Site Plan Approval for Lots 1 and 2; Granting a Special Use Permit to Fill Two Wetlands; and Granting a Variation to Reduce the Required Number of Parking Spaces for Lot 1 for the Property Located at the Northeast Corner of Stearns and Munger Roads" passed by the Village President and Board of Trustees of the Village of Bartlett on May 7, 2019 ("Ordinance 2019-40") and to comply with other Village ordinances, and that the Owner is proceeding at its own risk in performing or constructing the Improvements, or causing them to be performed or constructed, and that the Owner may be ordered to cease such construction/grading activities even after the Owner has incurred substantial expenses in connection with the grading work/construction of the Improvements in the event that the Public Improvements Completion Agreement for the Subject Property is not yet approved by the President and the Board of Trustees of the Village.

The Owner shall complete the Plan approval process in accordance with the Village ordinances, including the submission of all plans, materials and information requested by Village Staff.

In consideration of the granting of such permission, the Owner agrees to defend, indemnify and hold harmless the Village of Bartlett, its President, Board of Trustees, officers, employees and consultants from and against any and all liability arising out of the construction of the Improvements including, but not limited to claims for bodily injuries, death, personal injuries, property damages, mechanics liens, and claims under the Construction Bond Act. The Owner warrants that the closing with the prior owner of the Subject Property has occurred as evidenced by a copy of the recorded deed to the Owner attached hereto.

In no event will the Owner proceed or permit any contractor or subcontractor to proceed with any of the Improvements until there has been deposited with the Village Clerk a performance bond and payment bond, or letter of credit in the form approved by the Village Attorney and

in an amount approved by the Village Engineer to protect the Village against mechanics lien claims and satisfy the Construction Bond Act.

Yours very truly,

LPC Bartlett I, LLC

By: Carson Martell

Its: vice president



# Agenda Item Executive Summary

Item Name      Stearns and Munger Approval of PICA      Committee or Board      Board

<b>BUDGET IMPACT</b>			
<i>Amount:</i>	N/A	<i>Budgeted</i>	N/A
<i>List what fund</i>	N/A		
<b>EXECUTIVE SUMMARY</b>			
<p>Attached is the Resolution of the Public Improvements Completion Agreement between the Village of Bartlett, LPC Bartlett I, LLC, the new Owner/Developer, and Triumph Construction Services Corporation, LPC's general contractor, for Stearns and Munger.</p> <p>The public improvements include water main, storm sewer and storm system, sanitary sewer and the roadway/right-of-way onto the property</p>			
<b>ATTACHMENTS (PLEASE LIST)</b>			
Memo Resolution Agreement			
<b>ACTION REQUESTED</b>			

For Discussion Only

✓ Resolution

Ordinance

✓ Motion: MOTION TO APPROVE RESOLUTION # 2019-\_\_-R, A RESOLUTION APPROVING OF THE PUBLIC IMPROVEMENTS COMPLETION AGREEMENT - STEARNS AND MUNGER BETWEEN THE VILLAGE OF BARTLETT, LPC BARTLETT I, LLC, AND TRIUMPH CONSTRUCTION SERVICES, CORP.

Staff:      Dan Dinges, Director of Public Works

Date:      5/13/2019

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Dan Dinges, Director of Public Works  
**Subject:** **Stearns and Munger Approval of PICA**  
**Date:** May 13, 2019

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Attached is the Resolution of the Public Improvements Completion Agreement between the Village of Bartlett, LPC Bartlett I, LLC, the new Owner/Developer, and Triumph Construction Services Corporation, LPC's general contractor, for Stearns and Munger.

The public improvements include water main, storm sewer and storm system, sanitary sewer and the roadway/right-of-way onto the property

## Motion

**MOTION TO APPROVE RESOLUTION # 2019-\_\_-R, A RESOLUTION APPROVING OF THE PUBLIC IMPROVEMENTS COMPLETION AGREEMENT - STEARNS AND MUNGER BETWEEN THE VILLAGE OF BARTLETT, LPC BARTLETT I, LLC, AND TRIUMPH CONSTRUCTION SERVICES, CORP.**

RESOLUTION 2019 - \_\_\_\_\_

**A RESOLUTION APPROVING OF THE PUBLIC IMPROVEMENT  
COMPLETION AGREEMENT STEARNS AND MUNGER AMONG THE  
VILLAGE OF BARTLETT, LPC BARTLETT I, LLC, AND  
TRIUMPH CONSTRUCTION SERVICES CORP.**

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

**SECTION ONE:** The Public Improvement Completion Agreement Stearns and Munger dated as of May 20, 2019, among the Village of Bartlett, LPC Bartlett I, LLC, and Triumph Construction Services Corp. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved, subject to any final minor modifications or revisions approved by the Village Attorney.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 21, 2019

APPROVED: May 21, 2019

\_\_\_\_\_  
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 2019 - \_\_\_\_\_ enacted on May 21, 2019, and approved on May 21, 2019, as the same appears from the official records of the Village of Bartlett.

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

**PUBLIC IMPROVEMENTS COMPLETION AGREEMENT  
STEARNS AND MUNGER**

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MADE AND ENTERED into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and among Triumph Construction Services Corp., an Illinois corporation (the "Contractor"), LPC Bartlett I, LLC, a Delaware limited liability company (the "Owner/Developer"), and the Village of Bartlett, an Illinois municipal corporation, Cook, DuPage and Kane Counties, Illinois (the "Village").

**RECITALS:**

a. Republic Bank of Chicago, or its successor, as Trustee u/t/a dated December 30, 1968 and known as Trust Number 239 (the "Former Legal Owner"), by Jana Cronin, as beneficiary and agent for all beneficiaries of said Trust (the "Former Beneficial Owners"), together hereinafter referred to herein as the "Former Owner", were the legal and beneficial owners of approximately 27.8 acres of land located at the northeast corner of Stearns Road and Munger Road in the Village of Bartlett, legally described on **Exhibit A**, which property is commonly known as "Stearns and Munger", and is referred to herein as the "Property".

b. Logistics Property Company, LLC (the "Original Developer") was the contract purchaser of the Property from the Former Legal Owner, and with the consent of said Former Beneficial Owners has filed a petition with the Village (the "Petition") for: (1) rezoning the Property from the OR (Office Research) and SR-5 (Suburban Residence - Multiple Family – Low Density) Zoning Districts to the I-2 EDA (General Industry Economic Development Area) Zoning District (the "Rezoning"), (2) approval of a Preliminary/Final Plat of Subdivision, (3) site plan review and approval for the Subject Property ("Site Plan Approval"), (4) the grant of a special use permit to fill two (2) wetlands on the Subject Property (the "Special Use Permit"), and (5) the grant of a variation to reduce the required number of parking spaces for Lot 1 of the Subdivision from 234 spaces to 222 spaces (the "Variation") to develop two 207,000 S.F. warehouse buildings on the Property (the "Development").

c. On May 7, 2019 the Village President and Board of Trustees of the Village (the "Corporate Authorities") passed Ordinance 2019-40 "AN ORDINANCE Approving of a Preliminary/Final Plat of Subdivision; Rezoning From the OR and SR-5 Zoning Districts to I-2 EDA Zoning District; Site Plan For Lots 1 and 2; Granting a Special Use Permit to Fill Two Wetlands; and Granting a Variation to Reduce the Required Number of Parking Spaces for Lot 1 for the Property Located at the Northeast Corner of Stearns and Munger Roads" ("Ordinance 2019-40").

d. Subsequent to the passage of Ordinance 2019-40, the Original Developer's nominee or successor in interest, LPC Bartlett I, LLC, closed on the purchase of the Property from the Former Legal Owner, and is now the owner in fee simple of the Property and the Developer of the Development, and is referred to herein as the "Owner/Developer".

e. The Original Developer has submitted to the Village for its approval the engineering plans and specifications for the on-site and any off-site public improvements for the Development, including, but not limited to, site grading, soil and erosion control, watermain and/or service improvements, sanitary sewer and sanitary sewer system improvements, storm sewer and stormwater detention improvements, public roadway and access improvements, a bicycle path, and landscape and tree planting improvements (the "Public Improvements") for the Development prepared by V3 Companies dated December 21, 2018, last revised April 5, 2019 (the "Plans") and the Village Engineer has approved the Plans.

f. The Owner/Developer has hired Triumph Construction Services Corp. ("Contractor") as its general contractor to construct and install certain private improvements and the Public Improvements, and in that capacity will hire various subcontractors and material suppliers to furnish labor and/or material in connection with the installation and/or construction of the Public Improvements.

g. Ordinance 2019-40 provides that the Original Developer of the Property or its nominee or successor in interest, and the new owner of the Property if a different entity, is/are required to execute a Public Improvements Completion Agreement ("PICA") wherein the new owner and the new developer if separate entities jointly and several agree and are bound, or the new Owner/Developer entity, to cause the Public Improvement for the Property to be installed and completed in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and the Bartlett Subdivision & PUD Ordinance (the "Subdivision Ordinance"), will be fully paid for, and will be maintained by the Owner/Developer for a period of from 15 months to 22 months after the completion thereof as determined by the Village Engineer, and such other obligations set forth therein, and those set forth herein, and/or in the ordinances of the Village, will be properly secured.

h. The Village is willing to execute the plat of subdivision and permit the Development to proceed only upon the conditions that the Owner/Developer agree to cause the Public Improvements for the Development to be installed and completed in a good and workmanlike manner with materials of good quality in strict accordance with the Ordinance 2019-40, the Plans, and the Bartlett Subdivision Ordinance (the "Subdivision Ordinance"), the Public Improvements for the Development will be fully paid for, and the Public Improvements for the Development will be maintained by the Owner/Developer and the Contractor for a period of from 15 months to 22 months after their completion as determined by the Village Engineer, and that such obligations, and those set forth herein, and/or in the Ordinances of the Village, will be properly secured.

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

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

2. The Owner/Developer promises and agrees: (i) to construct the Public Improvements, or cause them to be constructed, in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and the Subdivision Ordinance and to complete each of the five categories of construction set forth in paragraph 3 on or before the completion dates therein specified; and (ii) to pay to the Contractor, all prime contractors, subcontractors and material suppliers who furnish labor or material, or both, for the installation and construction of the Public Improvements the full amounts due them for such labor and materials; (iii) to maintain the Public Improvements for a period of 15 to 22 months (the "Maintenance Period") after the date certified by the Village Engineer as the date on which the last of the Public Improvements were completed, in strict accordance with the Plans therefor and the Subdivision Ordinance (the "Completion Date"). The Owner/Developer's maintenance obligations shall include, but are not limited to: (a) maintaining the Public Improvements, (b) repairing any damage to the Public Improvements caused by the Owner/Developer, its agents, servants, employees or its successors and assigns, or by any contractor hired by the Owner/Developer, its agents, servants, employees, successors or assigns, or any subcontractor hired by such contractor, (c) repairing or replacing any defective workmanship or materials in the Public Improvements, (d) making good and protecting the Village against the results of any defective workmanship or materials appearing to have been incorporated in any part of the Public Improvements which shall have appeared or been discovered within the Maintenance Period or any extension thereof, and (e) paying for the cost of all such maintenance and/or repair work. In the event that any of the Public Improvements are damaged, the burden shall be on the Owner/Developer to show that such damage was not caused by the Owner/Developer, its agents, servants, employees, successors or assigns, or by any contractor hired by the Owner/Developer, its agents, servants, employees, successors or assigns or any subcontractor hired by such contractor.

3. Completion Dates. The following Public Improvements shall be completed on or before September 30, 2020:

- (i) Soil and erosion control items.
- (ii) Storm sewer, stormwater management system, and detention basin improvements.
- (iii) Water distribution system improvements, including water mains, water service lines, vaults and valve vaults.
- (iv) Sanitary sewer improvements, including sanitary sewer mains, sanitary sewer service lines, and manholes.
- (v) Site grading and driveway aprons outside the respective rights of way.

4. The Owner/Developer or the Contractor shall furnish and cause to be maintained at all times proper construction security to guaranty the completion of, payment for, and maintenance of the Public Improvements, and as security for its obligations hereunder and under the Subdivision Ordinance in the amount of

Eight Hundred Thirty Thousand Three Hundred U.S. Dollars (\$830,300.00). Such construction security shall be in the form of (i) a (1) Performance Bond, and (2) a Labor and Material Payment Bond, hereinafter sometimes collectively referred to as "Performance and Payment Bonds"; or (ii) a Standby Letter of Credit (Performance and Payment), hereinafter sometimes referred to as a "Performance and Payment Letter of Credit", or (iii) a cash bond held pursuant to an Irrevocable Cash Deposit Agreement, hereinafter sometimes referred to as a "Cash Bond", each in form as set forth in the Subdivision Ordinance, except for such deviations and modifications therefrom as approved by the Village Attorney.

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

6. Construction and Maintenance Security. The Owner/Developer or the Contractor shall elect and furnish one or more of the following types of security to the Village to secure their obligations hereunder as set forth set forth in subsections A (Surety Bonds), B (Letters of Credit), or C (Cash Bonds) of this Section 5:

A. Surety Bonds.

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

ii. Maintenance Bonds. Prior to the acceptance by the Village of the Public Improvements pursuant to this Agreement and the Subdivision Ordinance, the Owner/Developer or the Contractor shall post a Maintenance Bond in the amount of 15% of actual total cost of the Public Improvements based on contracts on file with the Village Clerk, otherwise 15% of the original penal sum on the Performance

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

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

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

and

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

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

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

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

Each Surety Bond shall (a) be construed under the laws of Illinois, (b) provide for exclusive jurisdiction in the circuit courts of Illinois and venue in the Circuit Court for the 18<sup>th</sup> Judicial Circuit of DuPage County, Illinois, and (c) at if any time it will expire within 60 days or any lesser number of days, and if it has not been renewed, or if it has not been replaced by a suitable Surety Bond from a different surety company meeting the minimum requirements set forth in paragraph 6.A.iii., and if any applicable obligation of the Owner/Developer for which it is security remains uncompleted or unsatisfactory to the Village, then the Village may, without notice and without being required to take any further action of any nature whatsoever, make a demand on the Performance Bond and file suit on said Bond, and thereafter either hold all damages awarded or proceeds paid as security for the satisfactory completion of the obligations or employ the proceeds to complete the obligations and reimburse the Village for any and all costs and expenses, including without limitation legal fees and administrative costs incurred by the Village, as the Village shall determine, and thereafter use the remaining proceeds, if any, for the payment of subcontractors and/or material suppliers that have furnished labor and/or materials for the Public Improvements that have timely filed and perfected their respective lien rights under Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) (if applicable) and under the Public Construction Bond Act (30 ILCS 550/*et seq.*) and that have not collected under the Payment Bond. The aggregate amount of the Performance Bond and Labor and Material Payment bond may only be reduced to reflect a reduction in the total amount of the deposit required pursuant to paragraph 4 of this Agreement to 110% of the bid amount based on executed contracts on file with the Village Clerk. No Surety

Bond shall be released until the Public Improvement work is satisfactorily completed and all of the Owner's/Developer's obligations under this Agreement, the Subdivision Ordinance and Ordinance 2019-40 (collectively, the "Village Approvals") have been satisfied, and the corporate authorities of the Village have passed an ordinance accepting the Public Improvements for the Development. Further, none of the Surety Bonds shall be released unless and until the Owner/Developer and the Contractor have presented to the Village Attorney owner's sworn statements, contractors' sworn statements, and final waivers of lien, as may be appropriate, and any additional documentation that the Village Attorney may reasonably request to demonstrate full payment of the Public Improvements and full payment to all contractors, subcontractors, and material suppliers performing such work or furnishing such materials.

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

v. Replacement Surety Bonds. In the event the surety on the Performance and Payment Bonds has issued a notice of expiration of the applicable bond as provided in the underlying Surety Bond, and/or in the event (i) the Owner/Developer has not performed all of its obligations under this Agreement, the Subdivision Ordinance and the other Village Approvals as determined by the Village in its sole discretion prior to the date by which the Village must bring suit on the Performance and Payment Bonds, or either of them to enforce it; and (ii) either (a) the issuer of the Performance and Payment Bond has not issued an extension or retraction of its notice of expiration more than 30 days prior to its expiration date, or (b) the Owner/Developer or the Contractor has not caused another surety company that meets the minimum requirements set forth in paragraph 6.A.iii. above to issue a replacement surety bond in form as prescribed in the Subdivision Ordinance with such deviations and modifications therefrom that are satisfactory to the Village Attorney within said 30 days prior to its expiration date, the Village may make a demand on the Principal and Surety on the Performance Bond and/or Payment Bond and pursue all of its remedies thereunder. If at any time the Village determines that the Surety is no longer licensed by the Illinois Department of Insurance and authorized to issue and execute sureties in Illinois or its FSR has dropped below an A- on any of the specific rating agencies listed in paragraph 6.A.iii., is insolvent, or is in danger of becoming any of the foregoing, or is otherwise in

danger of being unable to honor the appropriate bond obligations at any time during its term, or if the Village otherwise reasonably deems itself to be insecure, then the Village shall have the right to demand that the Owner/Developer provide replacement surety bonds from a surety that meets said requirements and which is satisfactory to the Village. The replacement surety bonds shall be deposited with the Village not later than 30 days after the demand. After deposit of the replacement surety bonds meeting said requirements, the Village shall surrender the original surety bonds to the Surety that issued them.

B. Letters of Credit.

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

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

iii. Form of Letters of Credit. The Performance and Payment Letter of Credit and the Maintenance Letter of Credit shall be in a form prescribed in the Subdivision Ordinance except for such deviations and modifications therefrom that are satisfactory to the Village Attorney, and each shall be issued from a bank or financial institution (a) acceptable to the Village, (b) having capital assets of at least \$50,000,000 and a capital asset ratio of at least 6%, and (c) insured by the Federal Deposit Insurance Corporation or otherwise federally insured. Each letter of credit (a) shall be irrevocable and shall not be cancelled without the prior consent of the

Village, (b) shall not require the consent of the Owner/Developer or the Contractor prior to any draw on it by the Village, (c) shall not allow for any right of set off by the issuer thereof as to any amounts due from the Owner/Developer or the Contractor to the issuer, (d) shall be construed under the laws of Illinois, and (e) if at any time it will expire within 60 days or any lesser number of days, and if it has not been renewed, or if it has not been replaced by a suitable Standby Letter of Credit from a different issuer meeting the minimum requirements set forth in Section 11-9-9:A.3 of the Subdivision Ordinance, and if any applicable obligation of the Owner/Developer or the Contractor for which it is security remains uncompleted or unsatisfactory to the Village, then the Village may, without notice and without being required to take any further action of any nature whatsoever, (i) call and draw down the letter of credit and thereafter either hold all proceeds as security for the satisfactory completion of the obligations or employ the proceeds to complete the obligations and reimburse the Village for any and all costs and expenses, including without limitation legal fees and administrative costs incurred by the Village, as the Village shall determine, and thereafter use the remaining proceeds, if any (ii) for the payment of subcontractors and/or material suppliers that have furnished labor and/or materials for the Public Improvements that have timely filed and perfected their respective lien rights under Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) (if applicable) and under the Public Construction Bond Act (30 ILCS 550/et seq.). The aggregate amount of the letter of credit may be reduced only for completed categories of the Public Improvements work as those categories and time schedule are described in subparagraphs (i) through (v) inclusive of paragraph 3 of this Agreement, but only after joint direction by the Owner/Developer and the Village, either to reflect a reduction in the total amount of the deposit required pursuant to paragraph 4 of this Agreement to 110% of the bid amount based on executed contracts on file with the Village Clerk, or to reimburse the Owner/Developer for payment of Public Improvement work satisfactorily completed, but in no event shall any such reduction cause remaining balance of the Performance and Payment Letter of Credit be reduced below 150% of the amount certified by a licensed engineer retained by the Developer as to the value of the remaining work as confirmed by the Village Engineer, and in no event below the Maintenance Amount, and further provided that all work that has been completed for which a reduction is sought has been fully paid for based on said engineer's review of owner's sworn statement(s), general contractor's sworn statement(s) and applicable lien waivers, or have been paid through a construction escrow established at an Illinois title company, with copies of interim endorsements issued by the title company and supporting documents furnished to the Village. No reduction for payment of Public Improvement work satisfactorily completed shall be allowed, except after presentation by the Owner/Developer to the Village Attorney of proper owner's sworn statements, contractors' sworn statements, partial or final waivers of lien, as may be appropriate, and any additional documentation that the Village Attorney may reasonably request to demonstrate satisfactory completion of the Public Improvement(s) in question and full payment therefor of all contractors, subcontractors, and material suppliers performing such work or furnishing such materials. The Maintenance Letter of Credit shall not be reduced by reason of any cost incurred by the Owner/Developer or the Contractor to satisfy its obligations under this Agreement.

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

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

#### C. Cash Bonds.

i. A cash bond paid by the Owner/Developer pursuant to an Irrevocable Cash Deposit Agreement shall be held by the Village Treasurer in escrow by the Village to guaranty the Owner's/Developer's and the Contractor's respective obligations under this Agreement, the Subdivision Ordinance, and the Village Approvals, including the Owner's/Developer's Maintenance Obligations. Upon satisfaction of the Owner's/Developer's and Contractor's other respective

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

ii. Form of Cash Bond. The Cash Bond shall be paid and held pursuant to the terms of the Irrevocable Cash Deposit Agreement shall be in a form prescribed in the Subdivision Ordinance except for such deviations and modifications therefrom that are satisfactory to the Village Attorney. The Cash Bond (a) shall be irrevocably pledged as security to the Village to secure the Owner's/Developer's obligations and shall not be cancelled or subject to withdrawal without the prior consent of the Village, (b) shall not require the consent of the Owner/Developer prior to any draw on it by the Village, (c) shall not be subject to claims of any creditor of the Owner/Developer or the Contractor, or to levy, garnishment or hypothecation. If any applicable obligation of the Owner/Developer for which it is security remains uncompleted or unsatisfactory to the Village, then the Village may, without notice other than the notice of default and without being required to take any further action of any nature whatsoever, (i) draw down the cash bond and use the proceeds as security for the satisfactory completion of the obligations or employ the proceeds to complete the obligations and reimburse the Village for any and all costs and expenses, including without limitation legal fees and administrative costs incurred by the Village, as the Village shall determine, and thereafter use the remaining proceeds, if any (ii) for the payment of contractors other than the Owner/Developer, subcontractors and/or material suppliers that have furnished labor and/or materials for the Public Improvements that have timely filed and perfected their respective lien rights under the Public Construction Bond

Act (30 ILCS 550/*et seq.*). The aggregate amount of the Cash Bond may be reduced only for completed categories of the Public Improvements work as those categories and time schedule are described in subparagraphs (i) through (v) inclusive of paragraph 3 of this Agreement, but only after joint direction by the Owner/Developer and the Village, either to reflect a reduction in the total amount of the deposit required pursuant to paragraph 4 of this Agreement to 110% of the bid amount based on executed contracts on file with the Village Clerk, or to reimburse the Owner/Developer for payment of Public Improvement work satisfactorily completed, but in no event shall any such reduction cause remaining balance of the Cash Bond be reduced below 150% of the amount certified by a licensed engineer as to the value of the remaining work as confirmed by the Village Engineer, or below the Maintenance Amount, and further provided that all work that has been completed for which a reduction is sought has been fully paid for based on said engineer's review of owner's sworn statements, general contractor's sworn statements and applicable lien waivers, or have been paid through a construction escrow established at an Illinois title company, with interim title endorsements issued by said title company for each draw covering both private improvements and Public Improvements, with copies of documents furnished to the Village. No reduction for payment of Public Improvement work satisfactorily completed shall be allowed, except after presentation by the Owner/Developer to the Village Attorney of proper owner's sworn statements, contractors' sworn statements, partial or final waivers of lien, as may be appropriate, and any additional documentation that the Village Attorney may reasonably request to demonstrate satisfactory completion of the Public Improvement(s) in question and full payment therefor and of all contractors, subcontractors, and material suppliers of every tier performing such work or furnishing such materials. After acceptance of the Public Improvements by the Corporate Authorities and reduction of the Cash Bond to the Maintenance Amount, the Maintenance Cash Bond shall not be reduced by reason of any cost incurred by the Owner/Developer to satisfy its obligations under this Agreement.

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

7. The Owner/Developer shall pay all costs, permit fees, engineering fees, testing fees, consulting fees, attorney's fees, connection fees, and other fees, costs and expenses required to be paid by the Owner/Developer to the Village under this Agreement, and Ordinance 2019-40, the Bartlett Municipal Code, and any other ordinance of the Village, or any of them, concerning the development of the Property.

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

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

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

11. Intentionally Deleted.

12. Intentionally Deleted.

13. Title to all underground improvements and other personal property required by the Subdivision Ordinance shall be transferred to the Village by appropriate Bill of Sale prior to acceptance by the Village. The Owner/Developer shall remain responsible for the maintenance of all of the Public Improvements in the Development until the expiration of the Maintenance Period and any extension thereof as provided in this Agreement, unless the Maintenance Period and the maintenance security requirement is waived by the Corporate Authorities in its sole and absolute discretion on the recommendation of the Village Engineer, in which event the Owner/Developer shall maintain the Public Improvements until they (or such portion thereof) have been accepted by the Corporate Authorities

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

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

16. Insurance. The Owner/Developer, the Contractor, and each other prime contractor if the Owner/Developer hires more than one contractor to construct and install the Public Improvements), each referred to for purposes of this paragraph as "Contractor", shall obtain and maintain insurance of the types and in the amounts listed as follows:

A. Commercial General and Umbrella Liability Insurance.

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

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

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

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

B. Continuing Completed Operations Liability Insurance.

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

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

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

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

C. Business Auto and Umbrella Liability Insurance.

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

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

D. Workers Compensation Insurance.

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

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

E. General Insurance Provisions.

(i) Evidence of Insurance.

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

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

Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

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

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

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

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

(ii) Acceptability of Insurers.

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

(iii) Cross-Liability Coverage.

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

(iv) Deductibles and Self-Insured Retentions.

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

(v) Subcontractors.

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

17. In the event the Village Engineer determines, in the Village Engineer's sole and absolute discretion, that the Owner/Developer or the Contractor (i) has failed to timely complete any of the five categories of construction set forth in paragraph 3 on or before the completion dates therein specified; (ii) has not adequately maintained, any of the Public Improvements, or (iii) the Owner/Developer is otherwise in default under this Agreement, the Subdivision Ordinance or the Village Approvals, the Village may, after ten (10) days' prior written notice to the Owner/Developer (or without written notice in the case of emergency repair work deemed necessary by the Village Administrator), enter on any or all of the Property, for which the Owner has granted to the Village and to the Village's designees, a non-exclusive license pursuant to paragraph 15, and cause to be

performed any work and pay any monies to cover the Owner's/Developer's financial obligations hereunder using the funds pursuant to this Agreement drawn from the Construction Security or the Maintenance Security deposited pursuant to this Agreement. The Village shall have the right to demand immediate payment directly from the Owner/Developer, based on costs actually incurred or on the Village's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire costs of the work, including, without limitation, legal fees and administrative expenses. Owner/Developer shall, after demand by the Village, pay the required amount to the Village.

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

19. Village Lien Rights. If any money, property, or other consideration due from the Owner/Developer to the Village pursuant to this Agreement is not either recovered from the construction security deposits required in paragraph 4 or paid or conveyed to the Village by the Owner/Developer within ten (10) days after a demand for payment or conveyance, then the money, or the Village's reasonable estimate of the value of the property or other consideration, together with interest at the maximum rate permitted by law

and costs of collection, including without limitation legal fees and administrative expenses, shall become a lien on the Property, and the Village shall have the right to collect the amount or value, with applicable interest and costs, including without limitation legal fees and administrative expenses, and the right to enforce the lien in the manner provided by law for mortgage foreclosure proceedings. The lien shall be subordinate to the lien of any first mortgage now or hereafter placed on the Property; provided, however, that the lien subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Property pursuant to a judgment of foreclosure, or any other proceeding in lieu of foreclosure, but the sale or transfer shall not relieve the Property from liability for any charges thereafter become due, nor form the lien of any subsequent charge.

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

21. Remedies.

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

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

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

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

Performance Bond, Labor and Material Payment Bond and/or Maintenance Bond.

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

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

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

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

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

25. Miscellaneous.

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

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

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

To the Owner/Developer: LPC Bartlett I, LLC  
One North Wacker Drive  
Suite 1925  
Chicago, IL, 60606  
Attn: Aaron Martel, Manager

With copies to: William J. Peltin  
Executive Vice President and General Counsel  
Logistics Property Company, LLC  
One North Wacker Drive, Suite 1925  
Chicago, IL 60606

To the Contractor: Triumph Construction Services Corp.

\_\_\_\_\_

\_\_\_\_\_

With a copy to:

\_\_\_\_\_

\_\_\_\_\_

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

OWNER/DEVELOPER:  
LPC BARTLETT I, LLC

VILLAGE OF BARTLETT

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

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

Attest:

CONTRACTOR:

\_\_\_\_\_

TRIUMPH CONSTRUCTION SERVICES CORP.

Lorna Giless, Village Clerk

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

## EXHIBIT A

### **Legal Description of the Property**

That part of the Southwest 1/4 of Section 4, Township 40 North, Range 9, East of the Third Principal Meridian, described as follows:

Commencing at the Southwest Corner of the Southwest 1/4 of said Section 4, Thence West along the South Line of the Southwest 1 /4 of+said Section 4, 594 feet to a point in the West Line of the East 36 rods of the West 1/2 of said Section 4; Thence North Parallel with the East line of the West 1/2 of said Section 4, a distance of 776.4 7 feet to the center line of Stearns Road for a place of beginning; thence North parallel with the East line of the West 1/2 of said Section 4, a distance of 660 feet; thence Westerly on a straight line to a point in the center line of Munger Road that is 660 feet North of the intersection of the center line of Munger Road and Stearns Road; thence Southerly along the center line of Munger Road 660 feet to the center line of Stearns Road; thence Easterly along the Center Line of Stearns Road to the point of beginning, in DuPage County, Illinois.

Excepting therefrom those portions conveyed to the County of DuPage by deed recorded July 10, 1998 as document R98-138051 and by deed recorded September 11, 2001 as document R2001-193266 and rerecorded August 22, 2002 as document R2002-2 I 7541.

Address: No Known Address; property is situated at the northeast corner of Stearns Road and Munger Road in the Village of Bartlett, Wayne Township, DuPage County, Illinois.

PIN: 0 I -04-307-024



# Agenda Item Executive Summary

Item Name    600 S Bartlett Rd (Forest Trails Horse Stable)    Committee or Board    Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

The subject property is located along the west side of S. Bartlett Road, south of the Commonwealth Edison R-O-W and is commonly referred to as the Forest Trails Horse Stable.

The Petitioner is requesting the following **variations**:

- a) 20-foot reduction from the 50-foot required side yard setback (south property line)
- b) 16-foot reduction from the 50-foot required side yard setback (north property line)
- c) 10-foot increase from the 15-foot maximum accessory building height

The **Zoning Board of Appeals** reviewed the variation requests, conducted the public hearing and recommended **approval** at their April 4, 2019 meeting.

The **Committee of the Whole** reviewed the Petitioner's requests at their meeting on May 7, 2019. The Committee forwarded the application on to the Village Board for a final vote.

## ATTACHMENTS (PLEASE LIST)

CD Memo and Ordinance

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to approve Ordinance #2019- \_\_\_\_ An Ordinance Granting Variations to the Side Yards and the Accessory Building Height for the Forest Trails Horse Stable at 600 S. Bartlett Road.
- Motion

Staff:    Roberta Grill, Planning and Development Services Director

Date:    5/8/2019

**COMMUNITY DEVELOPMENT MEMORANDUM**

**19-056**

DATE: May 8, 2019  
TO: Paula Schumacher, Village Administrator  
FROM: Roberta Grill, Planning and Development Services Director *RG*  
RE: **(#19-06) 600 S. Bartlett Rd (Forest Trails Horse Stable)**

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**PETITIONER**

Charles Hankins

**SUBJECT SITE**

600 S. Bartlett Rd (west side of S. Bartlett Road, south of the Commonwealth Edison R-O-W)

**REQUEST**

Variations:

- a) 20-foot reduction from the 50-foot required side yard setback (south property line)
- b) 16-foot reduction from the 50-foot required side yard setback (north property line)
- c) 10-foot increase from the 15-foot maximum accessory building height

**SURROUNDING LAND USES**

	<b><u>Land Use</u></b>	<b><u>Comprehensive Plan</u></b>	<b><u>Zoning</u></b>
<b>Subject Site</b>	<b>Horse Farm</b>	<b>Open Space</b>	<b>ER-1</b>
North	Utility/Horse Farm	Utility	R-3*
South	Open Space	Open Space	R-3*
East	Single Family	Suburban Residential	SR-3
West	Open Space	Open Space	R-3*

\*DuPage County

**ZONING HISTORY**

This property was annexed into the Village of Bartlett in February 2, 1993 by Ordinance 93-10. Upon annexation, the property was zoned ER-1 (Estate Residence). The existing buildings were considered legal non-conforming structures and were grandfathered into the Village. If a request to alter the existing buildings is brought to the Village, they would either need to comply with the current bulk regulations or request a variation to bring the buildings into compliance.

On September 16, 1997 front and side yard variations were approved by Ordinance 97-73 to allow for the construction of a front porch and to bring the non-conforming house into compliance.

### **DISCUSSION**

1. The subject property is zoned ER-1 (Estate Residence).
2. The Petitioner is requesting to construct a 60' x 60' detached, 2-story, 4-car garage. The proposed garage is considered an accessory building for an agricultural use (horse farm). An existing single story garage and small wood shed would be removed.
3. According to the Zoning Ordinance, an accessory building that is not utilized for animals as part of an agricultural use (horse farm) is required to be a minimum of 50 feet from the side property lines. The petitioner is requesting a 20-foot variation from the 50-foot required side yard setback (south property line) and a 16-foot variation from the 50-foot required side yard setback (north property line). The proposed garage would be located 30 feet from the south property line and 34 feet from the north property line. These represent a 40% and 32% reduction from the required setback which exceeds the maximum 20% variation reduction. *According to the Zoning Code a super majority vote by the Village Board (i.e. five trustees or the Village President and four trustees) is required to grant a variation that would permit a required yard to be reduced by more than 20%.*
4. The Petitioner is also requesting a 10-foot variation from the maximum accessory structure height of 15 feet. The proposed 2 story garage would be 25 feet in height.
5. The impervious surface ratio of this lot is currently 20%. The proposed garage and removal of the two (2) existing structures will increase the impervious surface ratio for the house and other paved improvements to 21%, which complies with the 30% maximum impervious surface for a lot of this size.
6. If the variations are approved, the Petitioner may apply for a building permit for the proposed garage.

### **RECOMMENDATION**

1. The **Zoning Board of Appeals** reviewed the Petitioner's variation requests, conducted the public hearing and recommended **approval** at their April 4, 2019 meeting based upon the following Findings of Fact:
  - A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience,

if the strict letter of the regulations were carried out.

- B. That conditions upon which the petition for a variation is based are unique to the property for which the variations are sought and are not applicable, generally, to other property within the same zoning classifications.
  - C. That the purpose of the variation is not based exclusively upon a desire to make money out of the property.
  - D. That the alleged difficulty or hardship is caused by the provision of this Title and has not been created by any person presently having an interest in the property.
  - E. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
  - F. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
  - G. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.
2. The **Committee of the Whole** reviewed the Petitioner's requests at their meeting on May 7, 2019. The Committee forwarded the application on to the Village Board for a final vote.
  3. The Ordinance approving the variation requests is attached for your review and consideration.

ORDINANCE 2019 - \_\_\_\_\_

**AN ORDINANCE GRANTING VARIATIONS TO THE SIDE YARDS AND THE ACCESSORY BUILDING HEIGHT FOR THE FOREST TRAILS HORSE STABLE AT 600 S. BARTLETT ROAD**

**WHEREAS**, a public hearing has heretofore been held by the Bartlett Zoning Board of Appeals (the "Zoning Board") on April 4, 2019 pursuant to public notice as required by law, with respect to the petition (Case #19-06) of Charles Hankins (the "Owner") for a twenty (20) foot variation from the required fifty (50) foot side yard setback (south property line), a sixteen (16) foot variation from the required fifty (50) foot side yard setback (north property line) and a ten (10) foot variation from the fifteen (15) foot maximum accessory building height (the "Variations") to allow for the construction of a two-story, four (4) car garage for Forest Trails Horse Stable at 600 S. Bartlett Road in the ER-1, Estate Residence Zoning District and the Zoning Board has recommended approval of the variations to the corporate authorities; and

**WHEREAS**, the corporate authorities have determined that it is in the public interest to grant the zoning relief requested;

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

**SECTION ONE:** The corporate authorities hereby make the following findings of fact:

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

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

**SECTION TWO:** A twenty (20) foot variation from the required fifty (50) foot side yard setback (south property line), a sixteen (16) foot variation from the required fifty (50) foot side yard setback (north property line) and a ten (10) foot variation from the fifteen (15) foot maximum accessory building height to allow for the construction of a two-story, four (4) car garage, in the ER-1, Estate Residence Zoning District, are hereby granted for the Forest Trails Horse Stable at 600 S. Bartlett Rd, Bartlett, Illinois and is legally described as follows:

**THE NORTH 5 CHAINS OF THE SOUTH 10 CHAINS OF THE EAST 1/2 OF LOT 1 (EXCEPT THE NORTHER 205 FEET AS MEASURED PERPENDICULAR TO THE NORTH LINE THEREOF) IN THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN , IN DUPAGE COUNTY, ILLINOIS.**

**PERMANENT INDEX NUMBER: 01-03-208-007**

(the "Property"), subject to the findings of fact in Section One and the condition set forth in Section Three of this Ordinance.

**SECTION THREE:** All structures to be built upon the Property shall be built in strict compliance with the Bartlett Building Code.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:**            **this 21<sup>st</sup> day of May 2019**

**APPROVED:**        **this 21<sup>st</sup> day of May 2019**

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

**ATTEST:**

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





# Agenda Item Executive Summary

Item Name      Acceptance of Public Improvements for      Committee  
Lot 9B2, 1365 Brewster Creek Boulevard      or Board      Board

## BUDGET IMPACT

Amount:      N/A      Budgeted      N/A

List what fund      N/A

## EXECUTIVE SUMMARY

Attached is an ordinance to accept the public improvements for Lot 9B2 at 1365 Brewster Creek Boulevard in the Brewster Creek Business Park. The owner, CREF X Bartlett Industrial LLC has submitted all required final documents to the Village. A set of Record Drawings has been received and is on file.

Because this water main has been operational and functioning successfully for more than 12 months, Village staff recommends waiving the maintenance period.

## ATTACHMENTS (PLEASE LIST)

Memo, PW Letter, Ordinance, Bill of Sale

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION: I MOVE TO APPROVE ORDINANCE \_\_\_\_\_ ACCEPTING THE PUBLIC IMPROVEMENTS FOR LOT 9B2 AT 1365 BREWSTER CREEK BOULEVARD**

Staff:      Bob Allen, Village Engineer

Date:      May 21, 2019

# MEMORANDUM

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To: Paula Schumacher, Village Administrator  
From: Bob Allen, Village Engineer  
Subject: Acceptance of Public Improvements for Lot 9B2  
1365 Brewster Creek Boulevard, Brewster Creek Business Park  
Date: May 9, 2019

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Attached is an ordinance to accept the public improvements for Lot 9B2 at 1365 Brewster Creek Boulevard in the Brewster Creek Business Park. The owner, CREF X Bartlett Industrial LLC has submitted all required final documents to the Village. A set of Record Drawings has been received and is on file.

Because this water main has been operational and functioning successfully for more than 12 months, Village staff recommends waiving the maintenance period.

Please place this ordinance on the next available agenda.

**MOTION: I MOVE TO APPROVE ORDINANCE \_\_\_\_\_ ACCEPTING THE PUBLIC IMPROVEMENTS FOR LOT 9B2 AT 1365 BREWSTER CREEK BOULEVARD.**

May 9, 2019

Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

Attn: Dan Dinges, Director of Public Works

**RE: VILLAGE ACCEPTANCE OF PUBLIC IMPROVEMENTS  
1365 BREWSTER CREEK BOULEVARD, LOT 9B2  
BREWSTER CREEK BUSINESS PARK**

Please be advised that the public improvements have been completed for 1365 Brewster Creek Boulevard in the Brewster Creek Business Park.

All punch list work, for items covered by the Site Plan Completion Letter of Credit, have been successfully completed. The Public Works Department has conducted final reviews and inspections of the utilities and other public improvements. As a result, it has been determined that the public improvements have been constructed in substantial conformance with the approved Final Engineering Plans and Specifications for Lot 9B2.

The owner, CREF X Bartlett Industrial LLC, has submitted all required final documents to the Village. A set of reproducible Record Drawings, showing the completed public improvements has been received. The public improvements consist of an extension of the Village's water main system. Because this water main has been operational and functioning successfully for more than 12 months, Village staff recommends waiving the maintenance period.

I recommend that the Village Board adopt an Ordinance accepting the public improvements at Lot 9B2, 1365 Brewster Creek Boulevard in the Brewster Creek Business Park.

Sincerely,

Robert Allen, P.E.  
Village Engineer

Attachment

cc: Lorna Giles, Village Clerk  
Beth Uργο, Public Works  
Brian Goralski, Building Director  
Todd Dowden, Director of Finance  
Bryan Mraz, Village Attorney  
Roberta Grill, Director of PDS

**ORDINANCE 2019-**

**AN ORDINANCE ACCEPTING THE PUBLIC IMPROVEMENTS FOR  
LOT 9B2 AT 1365 BREWSTER CREEK BOULEVARD**

**WHEREAS**, the Village Engineer has reported to the corporate authorities that the water distribution system, (“the Public Improvements”) for the site known as Lot 9B2 at 1365 Brewster Creek Boulevard (“the Development”) were completed substantially in accordance with the plans and specifications therefore and the requirements of the Village Subdivision Ordinance on August 31, 2018 (“the Completion Date”) and that CREF X Bartlett Industrial LLC, the owner of the site, (“the Owner”) has presented evidence that all of the Public Improvements have been fully paid for; and

**WHEREAS**, the Owner has submitted all required documents and drawings to the Village of Bartlett; and

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

**SECTION ONE:** That the Village of Bartlett hereby accepts the Public Improvements for Lot 9B2 at 1365 Brewster Creek Boulevard.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**PASSED**

**APPROVED**

**ATTEST:**

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

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

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2019-\_\_\_\_\_ enacted on May 21, 2019 and approved on May 21, 2019, as the same appears from the official records of the Village of Bartlett.

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

# BILL OF SALE

FOR THE WATER MAIN INSTALLED  
AT THE

Brewster Creek 2 **INDUSTRIAL SITE**

LOTNO. 9B2, BrewsterCreekBusinessPark **SUBDIVISION**

**ADDRESS** 1365 Brewster Creek Blvd

In consideration of the payment of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby expressly acknowledged, CREF X Bartlett Industrial LLC ("the Seller") do hereby sell, assign, transfer and set over unto the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, the following described property:

The water distribution system, including, but not limited to, water mains and services, valves, valve vaults, fire hydrants, and all structures appurtenant thereto;

("the Property") being the Public Improvements for the BrewsterCreek2 Industrial Site developed by the Seller in the Village of Bartlett.

The Seller hereby represents and warrants to the Village of Bartlett that the Seller is the absolute owner of the Property; that the Property is free and clear of all liens, charges and encumbrances, including, without limitation, mechanic's liens, mortgages, and chattel mortgage security instruments; and that the Seller has full right, power and authority to transfer title to the Property to the Village of Bartlett, and to execute and deliver this Bill of Sale.

IN WITNESS WHEREOF the Seller has signed and sealed, or caused this Bill of Sale to be signed and sealed, at Chicago, Illinois on April 23, 2019.

CREF X Bartlett Industrial LLC

By: CREF X REIT LLC

Signed: John R. Wooton  
Vice President and Managing Director

STATE OF ILLINOIS     )  
  )     SS:  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John R. Wooton, personally known to me to be the Vice President and Managing Director of CREF X REIT LLC ("the Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Bill of Sale, appeared before me this day in person acknowledged that he signed the foregoing Bill of Sale as such Vice President and Managing Director of the Company.

GIVEN under my hand and notarial seal this 23<sup>rd</sup> day of April, 2019.

Eboni Everett  
Notary Public

My Commission Expires:





# Agenda Item Executive Summary

Item Name      Purchase of a 2019 Ford F-250 XL 4X2 Pick Up Truck      Committee or Board      Board

<b>BUDGET IMPACT</b>			
Amount:	\$30,624	Budgeted	\$31,000
List what fund	Water Funds		
<b>EXECUTIVE SUMMARY</b>			
<p>Suburban Purchasing, a Cooperative of State municipalities, has awarded contract # 178 for the purchase of 2019 Ford F-250 XL 4X2 Pick Up Truck to Currie Motors in Frankfort, IL.</p> <p>This vehicle would be purchased as part of the Capital Outlay Budget.</p> <p>The price per specifications (\$22,441.00) and the vehicle will be delivered at the final price of \$30,624.00. The additional costs consist of upgrading the vehicle to accommodate all the work necessary on a daily basis by Public Works Staff. <b>The remaining \$8,183.00 will be used to install necessary equipment inside of the vehicle.</b></p> <p>The FY 2019-2020 budget provides \$31,000.00 for the purchase of a new F-250 vehicle that replaces the 2012 Ford F-250 used by the Water Division.</p>			
<b>ATTACHMENTS (PLEASE LIST)</b>			
Memo Suburban Purchasing Proposal			

## ACTION REQUESTED

For Discussion Only

Resolution

Ordinance

- ✓ Motion: **MOTION TO APPROVE THE PURCHASE OF ONE (1) Ford F-250 XL 4X2 PICK UP TRUCK FROM CURRIE MOTORS IN FRANKFORT, ILLINOIS.**

Staff:              Dan Dinges, Director of Public Works

Date:              5/13/2019

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Dan Dinges, Director of Public Works  
**Subject:** Purchase of a 2019 Ford F-250 XL 4X2 Pick Up Truck  
**Date:** May 13, 2019

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Suburban Purchasing, a Cooperative of State municipalities, has awarded contract # 178 for the purchase of 2019 Ford F-250 XL 4X2 Pick Up Truck to Currie Motors in Frankfort, IL.

This vehicle would be purchased as part of the Capital Outlay Budget.

The price per specifications (\$22,441.00) and the vehicle will be delivered at the final price of \$30,624.00. The additional costs consist of upgrading the vehicle to accommodate all the work necessary on a daily basis by Public Works Staff. **The remaining \$8,183.00 will be used to install necessary equipment inside of the vehicle.**

The FY 2019-2020 budget provides \$31,000.00 for the purchase of a new F-250 vehicle that replaces the 2012 Ford F-250 used by the Water Division.

## Motion

**MOTION TO APPROVE THE PURCHASE OF ONE (1) Ford F-250 XL 4X2 PICK UP TRUCK FROM CURRIE MOTORS IN FRANKFORT, ILLINOIS.**



**2019 FORD F-250  
XL 4X2 PICK UP  
Contract# 178**



**Currie Motors Fleet**

"Nice People to Do Business With"

Your Full-Line Municipal Dealer

Order Cut-Off:

08/02/19

**Contract #178**



**Currie Motors Frankfort**  
**SPC Contract Winner**  
**2019 FORD F-250**  
**XL 4x2 PICK UP**

**Standard Package: \$21,911.00**

Warranty 3 Years 36,000 miles Bumper to Bumper/ 5 Years 60,000 Power train

6.2L 2 Valve Gasoline SOHC V-8  
(Flex Fuel)  
6-Speed Automatic w/ Select Shift  
4-Wheel Disc Brakes  
Front/Rear Black Painted Bumpers  
Solar Tint Glass  
Tailgate-Removable w/ Key Lock  
3-Blink Lane Change Signal  
Front Tow Hooks  
Trailer Tow Package  
Trailer Sway Control  
17" Argent Steel Wheels  
5 - LT245/75Rx17EBSW Tires  
8' Bed Pickup Box Lamp  
157 Amp Heavy Duty Alternator  
650 CCA 72AH Battery

Oil minder System  
Twin I-Beam Front Axle w. coil spring  
suspension  
H.D. Gas Shock Absorbers  
Front Stabilizer Bar  
Air Conditioner – Manual  
Dome Lamp  
AM/FM/Clock  
Manual Door Locks & Windows  
Intermittent Windshield Wiper  
Advance Trac with Roll Stability Control  
Driver and Passenger Front & Side  
Airbag/Curtain  
Passenger Side Deactivation Switch  
Free delivery within 50 miles of dealership

**Contract #178**



**Options – Body Style**

<input type="checkbox"/>	Super Cab with 6 ¾' Bed	1849.00
<input type="checkbox"/>	Crew Cab with 6 ¾' Bed	3055.00
<input type="checkbox"/>	8' Bed on Super/Crew Cab	262.00
<input type="checkbox"/> 66D	Pick Up Box Delete (Spare Tire Optional)	-575.00

**Options – Powertrain**

<input checked="" type="checkbox"/>	6.2L V8 with 6-speed Automatic	N/C
<input type="checkbox"/>	6.7L OHV Power Stroke Diesel	8391.00
<input type="checkbox"/>	4x4- Includes Electronic Shift on the Fly	2753.00
<input type="checkbox"/>	Limited Slip Axle	359.00
<input type="checkbox"/> 98F	Gaseous Prep (does not include Conversion)	289.00
<input type="checkbox"/> 62R	PTO Provision	257.00
<input type="checkbox"/> 21M	Manual Locking Front Hubs-requires 4x4 Option	N/C
<input type="checkbox"/> 41H	Engine Block Heater	92.00
<input type="checkbox"/>	Engine Idle Shut Down (N/A with reverse sensing) Duration      Minutes	231.00
<input type="checkbox"/> 67B	Dual Extra Duty Alternators (requires Diesel Motor)	105.00
<input type="checkbox"/> 67E	Extra Heavy Duty Alternator	78.00
<input type="checkbox"/> 98R	Operator Command Regeneration (requires Diesel Motor)	231.00
<input type="checkbox"/>	Powertrain Care 3 Year 100,000 Warranty 4x2 Gasoline Motor	935.00
<input type="checkbox"/>	Powertrain Care 3 Year 100,000 Warranty 4x4 Gasoline Motor with Snow Plow Prep	1945.00
<input type="checkbox"/>	6 Year /60,000 Premium Care Warranty 4x4 Gasoline Motor with Snow Plow Prep	2120.00
<input type="checkbox"/>	6 Year /100,000 Premium Care Warranty 4x4 Gasoline Motor with Snow Plow Prep	2965.00

**Options – Wheels/Tires**

<input checked="" type="checkbox"/>	TBK	LT245/75Rx17E BSW A/S (4x2)	STD
<input type="checkbox"/>	TD8	LT245/75Rx17E BSW A/S Plus (4x4)	STD
<input type="checkbox"/>	TBM	LT245/75Rx17E BSW A/T	152.00
<input type="checkbox"/>	TDX	LT275/70Rx18E BSW A/T Plus (Requires 17S STX Appearance Pkg)	152.00
<input type="checkbox"/>	512	Full Size Spare with Box Delete Option	272.00
<input type="checkbox"/>	51X	Spare Tire Delete for Pick Up	-73.00



**Options - Functional**

<input type="checkbox"/> 41P	Skid Plates-Not Available with 66D Box Delete	92.00
<input type="checkbox"/> 874	Ultimate Trailer Tow Camera System <ul style="list-style-type: none"> <li>▪ Rear View Camera</li> <li>▪ Rear CHMSL Camera</li> <li>▪ 360° Camera System</li> <li>▪ Reverse Guidance</li> </ul> Requires Power Equipment Group, XL Value Group, & SYNC 3	653.00
<input type="checkbox"/> 592	LED Roof Marker Lights	88.00
<input type="checkbox"/> 85G	Tailgate Step-N/A with 66D Box Delete	345.00
<input type="checkbox"/> 85S	Tough Bed Spray-In Liner- NA 66D Box Delete	496.00
<input type="checkbox"/> 43B	Rear Defroster (requires Privacy Glass and 90L Power Group)	56.00
<input type="checkbox"/> 924	Privacy Glass (requires 43B and 90L)	27.00
<input type="checkbox"/> 52B	Trailer Brake Controller	249.00

**Options - Groups/Packages**

<input type="checkbox"/> 96V	<b>XL Value Package</b> <ul style="list-style-type: none"> <li>▪ Cruise Control</li> <li>▪ AM/FM/MP3/SYNC/Clock</li> </ul> NA with 17S	920.00
<input type="checkbox"/> 17S	<b>STX Appearance Package</b> <ul style="list-style-type: none"> <li>▪ Bright Chrome Grille</li> <li>▪ Chrome Front / Rear Bumpers</li> <li>▪ STX Vent Badge</li> <li>▪ 18" Sparkle Cast Aluminum Wheels (SRW Only)</li> <li>▪ LT275/65Rx18E BSW Tires</li> <li>▪ Speed Control</li> </ul>	1555.00
<input type="checkbox"/> 90L	<b>Power Equipment Group</b> <ul style="list-style-type: none"> <li>▪ Heated power mirrors with integrated clearance lamps/turn signals</li> <li>▪ Perimeter Alarm</li> <li>▪ Accessory Delay</li> <li>▪ Power Windows/Locks/Tailgate Lock</li> <li>▪ Remote Keyless</li> <li>▪ Upgraded door trim</li> </ul>	<input type="checkbox"/> Regular Cab: 841.00 <input type="checkbox"/> Crew/Super: 1035.00
<input type="checkbox"/> 17X	<b>Fx4 Off Road Package</b> <ul style="list-style-type: none"> <li>▪ Hill Descent Control</li> <li>▪ Rancho Branded Shocks</li> <li>▪ Transfer Case &amp; Fuel Tank Skid Plates</li> </ul> N/A with Pickup Box Delete	368.00



	Requires 4x4, All Terrain Tires and Locking Differential	
<input type="checkbox"/> 473	<b>Snow Plow Prep Package</b> (Requires 4x4) <ul style="list-style-type: none"> <li>▪ Upgraded Front Springs</li> <li>▪ Extra Heavy-Duty Alternator</li> </ul>	171.00
<input type="checkbox"/> 47B	<b>Snow Plow/Camper Package</b> <ul style="list-style-type: none"> <li>▪ Upgraded front springs for snow plow</li> <li>▪ Extra Heavy Duty Alternator</li> <li>▪ Rear Auxiliary Springs</li> <li>▪ Rear Stabilizer Bar (SRW Only)</li> <li>▪ Slide-In Camper Certification</li> </ul>	225.00
<input type="checkbox"/> 535	<b>F250 Trailer Tow Package</b> – High Capacity (Requires Diesel Motor) <ul style="list-style-type: none"> <li>▪ Increased GCW to 25700 LBS</li> <li>▪ Max Front Springs</li> </ul>	1039.00
<input type="checkbox"/> 67H	Heavy Service Front Suspension – Heavy Service Front Springs	115.00

**Options – Interior**

<input type="checkbox"/> 43C	110V/400W Outlet	69.00
<input type="checkbox"/>	XLT Package – Regular Cab \$3982.00/Super cab/Crew \$4294.00	
<input type="checkbox"/> 41A	Rapid Heat Supplemental Cab Heater (requires Diesel Motor)	231.00
<input type="checkbox"/> 18A	Up fitter Interface Module for PTO Programming	272.00
<input type="checkbox"/> 87S	Ford Pass Connect Wi-Fi® hotspot connects up to 10 devices1 – Remotely start, lock and unlock vehicle2 – Schedule specific times to remotely start vehicle2 – Locate parked vehicle2 – Check vehicle status2 reqs. SYNC® 3 (913)	207.00
<input type="checkbox"/> 76Z	Advanced Security Pack <ul style="list-style-type: none"> <li>▪ Securilock</li> <li>▪ Passive Anti-Theft</li> <li>▪ Inclination/Intrusion Sensors</li> </ul> Requires 90L Power Equipment Group	56.00
<input checked="" type="checkbox"/> 66S	Upfitter Switches	152.00
<input type="checkbox"/> 76S	Remote Start (Requires Power Equipment Group)	231.00
<input type="checkbox"/> 913	SYNC3 (Requires Ultimate Tow Camera)	415.00
<input type="checkbox"/>	Carhart Seat Covers Front Seats-Loose Ship	198.00

**Options – Exterior**

<input type="checkbox"/> 60B	BLIS® (Blind Spot Information System) with Cross-traffic Alert and Trailer Tow (BLIS® sensor in tail lamp) (Reqs. Power	496.00
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	Equipment Group (90L) on XL; N/A with Pickup Box Delete (66D)	
<input type="checkbox"/> 873	Rear CHMSL Camera-Displays in Center Stack (Requires XL Value Package or 585 AM-FM CD Radio)	184.00
<input type="checkbox"/> 872	Camera Prep Package for Box Delete	381.00
<input type="checkbox"/> 66B	Box Link – 4 Premium Locking Cleats N/A with Box Delete	69.00
<input type="checkbox"/> 76R	Reverse Sensing System-NA with 66D Box Delete	225.00
<input type="checkbox"/> 53W	5 <sup>th</sup> Wheel Gooseneck Prep	460.00
<input type="checkbox"/> 18B	Platform Running Boards	<input type="checkbox"/> Regular Cab 295.00 <input type="checkbox"/> Super / Crew cab 409.00
<input type="checkbox"/> 66L	LED Box Lighting-NA with 873 CHMSL Rear Camera	56.00

**Options – Fleet**

<input type="checkbox"/> 39S	Sirius XM Radio-requires 585 Radio or SYNC 3	415.00
<input type="checkbox"/> 17F	XL Décor Group-Includes Chrome Front/Rear Bumpers	203.00
<input type="checkbox"/> 525	Cruise Control	216.00
<input type="checkbox"/> 942	Daytime Running Lights	41.00
<input type="checkbox"/> 556	Driver Passenger Side Airbags/Curtain Delete N/A 10,000 LBS or Less GVWR-NA with 557	-180.00
<input type="checkbox"/> 557	Front Passenger & Side Airbags/Curtains delete N/A 10,000 LBS or Less GVWR –NA with 556	-180.00
<input type="checkbox"/> 585	AM/FM/SYNC	507.00
<input type="checkbox"/> 87T	Ford Telematics	736.00

**Options – Accessories**

<input type="checkbox"/> 52R	Stow / Load Ramps-NA with 66D Box Delete	640.00
<input type="checkbox"/>	Weather Tech Front Row Liners	150.00
<input type="checkbox"/> 91S	LED Warning Strobes-NA with LED Box Light	621.00
<input type="checkbox"/> 85L	Drop-In Bed Liner-NA with 66D Box Delete	323.00
<input type="checkbox"/> 61M	Wheel Well Liner-NA with 66D Box Delete	165.00
<input type="checkbox"/> 85M	Bed Mat-NA with 66D Box Delete	139.00
<input type="checkbox"/> 61S	Front/Rear Splash Guards-NA with 66D Box Delete	139.00
<input type="checkbox"/> 76C	Back Up Alarm	128.00
<input type="checkbox"/>	Rustproofing –Does Not Include Sound Shield	295.00
<input type="checkbox"/>	4 Corner Strobes (Requires Upfitter Switches)	895.00
<input type="checkbox"/>	8' Steel Service Body – White Finish	6133.00
<input type="checkbox"/>	7'6" Western Snow Plow	5191.00
<input type="checkbox"/>	8' Western Snow Plow	5277.00
<input type="checkbox"/>	8'-6" Western Snow Plow	5366.00
<input type="checkbox"/>	7'6" Boss Snow Plow	5191.00



<input type="checkbox"/>	8' Boss Snow Plow	5277.00
<input type="checkbox"/>	8'-6" Boss Snow Plow	5366.00
<input type="checkbox"/>	Hand Held Controller (Requires Plow)	90.00
<input type="checkbox"/>	Snow Deflector (Requires Plow)	276.00
<input type="checkbox"/>	Detailed CD Rom Shop Manual	295.00
<input checked="" type="checkbox"/>	Delivery Charge Over 50 Miles	175.00
<input checked="" type="checkbox"/>	License & Title – M Plates (Shipped)	203.00

**Exterior**

<input type="checkbox"/>	AT-Yellow	608.00
<input type="checkbox"/>	BY-School Bus Yellow	608.00
<input type="checkbox"/>	D1-Stone Gray	N/C
<input type="checkbox"/>	E4-Vermillion	608.00
<input type="checkbox"/>	GR-Green	608.00
<input type="checkbox"/>	J7-Magnetic	N/C
<input type="checkbox"/>	PG&E Blue	608.00
<input type="checkbox"/>	MB-Orange	608.00
<input checked="" type="checkbox"/>	N1-Blue Jeans Metallic	N/C
<input type="checkbox"/>	PQ-Race Red	N/C
<input type="checkbox"/>	UM-Agate Black	N/C
<input type="checkbox"/>	UX-Ingot Silver	N/C
<input type="checkbox"/>	W6-Green Gem	608.00
<input type="checkbox"/>	Z1-Oxford White	N/C

**Interior**

<input checked="" type="checkbox"/>	Steel 40/20/40 Vinyl	STD
<input type="checkbox"/>	Steel 40/20/40 Cloth	92.00
<input type="checkbox"/>	Steel 40/Console/40 Vinyl- <b>No Armrest Included</b> (Regular Cab Only)	327.00
<input type="checkbox"/>	Steel 40/Console/40 Cloth- <b>No Armrest Included</b>	473.00



Title Name VILLAGE OF BARTLETT  
Title Address 228 S. MAIN ST.  
Title City BARTLETT, IL  
Title Zip Code 60103  
Contact Name TOM RUZICKA  
Phone Number 630-837-0811  
Purchase Order Number \_\_\_\_\_  
Fleet Identification Number \_\_\_\_\_  
Tax Exempt Number E9998-1051-07  
Total Dollar Amount \$ 22,441<sup>00</sup>  
Total Number of Units 1  
Delivery Address 1150 BITTERSWEET DR.  
BARTLETT, IL 60103

**\*Orders Require Signed Original Purchase Order and Tax Exempt Letter Submitted to:**

*Currie Motors Fleet  
10125W Laraway  
Frankfort, IL 60423  
PHONE: (815)464-9200  
Tom Sullivan [Curriefleet@gmail.com](mailto:Curriefleet@gmail.com)  
Kristen De La Riva [Fleetcurrie@gmail.com](mailto:Fleetcurrie@gmail.com)*

*\*Fleet Status is accessible by registering at [www.fleet.ford.com](http://www.fleet.ford.com). Please provide FIN Code at time of order to track your order times.*

*\*Title Corrections will be Billed Appropriate Assessed Fees by the Sec. of State*

Contract #178