

Grasslands Special Service Area Public Hearing – 7:00 p.m.

VILLAGE OF BARTLETT

BOARD AGENDA

SEPTEMBER 6, 2022

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 – August 16, 2022

*7. **BILL LIST:** September 6, 2022

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

9. **PRESIDENT'S REPORT:**

- A. Police Department Promotions
- B. High School Intern Recognitions
- C. Appointment of Chairman to the Bike & Run Plan Advisory Committee
- D. Bartlett Cemetery 130th Anniversary 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. Ordinance Approving a Site Plan and Granting Special Use Permits for Bannerman's Sportsgrill

*2. Ordinance Establishing Special Service Area Number One for the Grasslands Subdivision Phase 1 of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, and Authorizing the Levy of an Annual Maintenance Tax, and the Issuance of Bonds to an Amount not to Exceed \$6,651,075 for the Purpose of Paying the Cost of Providing Special Services in and for Such Area

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

1. Resolution Approving of Bannerman's Economic Incentive Agreement

*2. Resolution Authorizing an Intergovernmental Agreement Between the County of DuPage and the Following Municipalities: Village of Itasca, City of Wood Dale, Village of Roselle, Village of Bensenville, Village of Bartlett, City of Elgin, Village of Hanover Park and the Village of Schaumburg for DuPage to Join the Stop CPKC Coalition Opposing Merger of the Canadian Pacific Railway and Kansas City Southern Railroads as Proposed

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

*1. Resolution Approving of the Village of Bartlett's 2022 Various Streets Resurfacing Project Agreement Between the Village of Bartlett and Arrow Road Construction Co.

*2. Resolution Approving of the Village of Bartlett's 2022 Pavement Preservation Project Agreement Between the Village of Bartlett and Corrective Asphalt Materials, LLC

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

*1. Arts in Bartlett Pet Event Road Closure

*2. Bartlett High School Homecoming Fireworks Request

*3. Bartlett High School Homecoming Parade Request

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

*1. Ordinance Amending the Bartlett Municipal Code Section 6-15-316: Trucks, Other Commercial Vehicles Prohibited on Designated Highways/Streets

F. **PUBLIC WORKS COMMITTEE, CHAIRMAN (TBD)**

1. None

13. **NEW BUSINESS**

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

15. **ADJOURNMENT**



Agenda Item Executive Summary

| | | | |
|-----------|---|--------------------|-------|
| Item Name | Grasslands Subdivision Phase 1 Special Service Area Number One - Public Hearing | Committee or Board | Board |
|-----------|---|--------------------|-------|

BUDGET IMPACT

| | | | |
|---------|-----|----------|-----|
| Amount: | N/A | Budgeted | N/A |
|---------|-----|----------|-----|

List
what fund

N/A

EXECUTIVE SUMMARY

The Public Hearing notice for the Establishment of a Special Service Area for the Grasslands Subdivision Phase 1 was published in the Daily Herald on August 16, 2022.

The SSA is necessary to provide a backup source of funding for the storm water detention system within the development. The DuPage County Storm Water Ordinance requires this backup funding mechanism.

ATTACHMENTS (PLEASE LIST)

PDS Memo, Public Hearing Notice and Proof of Publication

ACTION REQUESTED

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

Staff: Kristy Stone, Interim PDS Director

Date: August 19, 2022

PLANNING & DEVELOPMENT SERVICES MEMORANDUM

22-076

DATE: August 19, 2022

TO: Paula Schumacher, Village Administrator

FROM: Kristy Stone, Interim Planning & Development Services Director 

RE: Grasslands Subdivision Phase 1 Special Service Area Number One –
Public Hearing

The Public Hearing notice for the Establishment of a Special Service Area for the Grasslands Subdivision Phase 1 was published in the Daily Herald on August 16, 2022.

The SSA is necessary to provide a backup source of funding for the stormwater detention system within the development. The DuPage County Stormwater Ordinance requires this backup funding mechanism.

The public hearing notice and proof of publication are attached for your review.

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NOTICE OF PUBLIC HEARING
Village of Bartlett, Cook, DuPage and
Kane Counties, Illinois
Special Service Area Number One
for the Grasslands Subdivision Phase 1

NOTICE IS HEREBY GIVEN that on September 6, 2022, at 7:00 o'clock P.M., Chicago time, or as soon thereafter as this matter may be heard, at the Bartlett Municipal Building, 228 South Main Street, Bartlett, Illinois, a hearing will be held by the President and Board of Trustees (the "Corporate Authorities") of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, (the "Village") to consider the establishment of Special Service Area Number One for the proposed Grasslands Subdivision Phase 1 to said Village, consisting of the following described territory:

THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE DEED DATED MARCH 3, 1945 AND RECORDED IN THE COUNTY OR LESS. ALSO EXCEPTING THEREFROM RECORDER'S OFFICE IN COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 13490455 AND RECORDED IN BOOK 39843 ON PAGE 204, EXCEPTING THEREFROM;

THAT PART OF SAID PREMISES CONVEYED TO THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, AS RECORDED BY DOCUMENT NUMBER 414744, ALSO EXCEPTING;

THAT PART CONVEYED TO HENRY A. SCANDREL T, WALTER J. CUMMINGS AND GEORGE I. HAIGHT, TRUSTEES OF THE PROPERTY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, THEIR SUCCESSORS AND ASSIGNS AND RECORDED AS DOCUMENT NUMBER 12905600, FILED FOR RECORD JUNE 8, 1942, RECORD BOOK 37528, PAGE 311 CONTAINING 9.7153 ACRES, MORE OR LESS, AND THAT PART CONVEYED FROM JENNIE ALPERIN AND NORMAN ALPERIN TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087412 CONTAINING 0.126 ACRES, MORE OR LESS, AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087414, CONTAINING 0.673 ACRES, MORE OR LESS, AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087416, CONTAINING 1.772 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM:

TRACT 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OR SAID NORTHEAST 1/4, THENCE WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 62.5 FEET FOR A PLACE OF BEGINNING; THENCE WEST ALONG SAID NORTH LINE 400.0 FEET; THENCE SOUTH 4 DEGREES 24 MINUTES WEST, 182.5 FEET; THENCE SOUTH 8 DEGREES 57 MINUTES WEST, 89.5 FEET; THENCE SOUTH 11 DEGREES 28 MINUTES WEST, 86.5 FEET; THENCE SOUTH 13 DEGREES 24 MINUTES WEST, 100.0 FEET; THENCE SOUTH 18 DEGREES 9 MINUTES WEST 80.0 FEET; THENCE SOUTH 19 DEGREES 42 MINUTES WEST, 92.8 FEET; THENCE SOUTH 22 DEGREES 20 MINUTES WEST, 89.5 FEET; THENCE SOUTH 24 DEGREES 48 MINUTES WEST, 92.8 FEET; THENCE SOUTH 32 DEGREES 33 MINUTES WEST, 62.5 FEET; THENCE SOUTH 26 DEGREES 42 MINUTES WEST, 272.4 FEET; THENCE SOUTH 68 DEGREES 9 MINUTES EAST, 398.9 FEET TO THE WESTERLY LINE OF THE PUBLIC HIGHWAY (ROUTE 59); THENCE NORTH 26 DEGREES 19 MINUTES EAST, 357.5 FEET ALONG SAID WESTERLY LINE TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT, TANGENT TO LAST DESCRIBED COURSE AND HAVING A RADIUS OF 2171.68 FEET, FOR A DISTANCE OF 942.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 13 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM:

TRACT 2:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHEAST 1/4 WITH THE CENTER LINE OF STATE ROUTE 59; THENCE ALONG SAID CENTER LINE 498.9 FEET; THENCE ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES OF 0MINUTES TO THE LEFT WITH THE PROLONGATION OF SAID CENTER LINE, 50.0 FEET TO THE WESTERLY LINE OF AFORESAID STATE ROUTE 59, FOR A PLACE OF BEGINNING; THENCE NORTH 26 DEGREES 19 MINUTES EAST ALONG THE AFORESAID WESTERLY LINE OF STATE ROUTE 59, 235.1 FEET; THENCE NORTH 22 DEGREES 10 MINUTES EAST ALONG SAID WESTERLY LINE, 328.0 FEET TO A POINT IN A LINE OF 25.0 FEET SOUTHERLY FROM AND PARALLEL WITH THE SOUTHERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTH 63 DEGREES 44 MINUTES WEST ALONG SAID PARALLEL LINE, 462.33 FEET; THENCE SOUTH 17 DEGREES 22 MINUTES WEST, 397.0 FEET; THENCE SOUTH 5 DEGREES 11 MINUTES EAST, 200.0 FEET; THENCE SOUTH 63 DEGREES 44 MINUTES EAST, 319.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 5.465 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM;

TRACT 3:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WEST BARTLETT ROAD AS ORIGINALLY DEDICATED WITH THE CENTER LINE OF STATE ROUTE NO. 59 AS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 7, 1935 AS DOCUMENT NUMBER 11611940; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, 473.8 FEET FOR A PLACE OF BEGINNING; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, 300.0 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO LAST MENTIONED CENTER LINE 340.4 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID ROUTE NO. 59, 300.0 FEET; THENCE NORTHWESTERLY ALONG A LINE AT RIGHT ANGLES TO LAST MENTIONED CENTER LINE 340.4 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART THEREOF FALLING IN THE RIGHT OF WAY OF SAID ROUTE NO. 59) IN COOK COUNTY, ILLINOIS, CONTAINING 2 ACRES, MORE OR LESS,

ALSO EXCEPTING THEREFROM;

THAT PART AS SHOWN IN THE PLAT OF DEDICATION RECORDED MAY 7, 1935 AS DOCUMENT 11611340. ALSO EXCEPTING: THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES, 15 MINUTES, 38 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 697.50 FEET TO THE INTERSECTION OF SAID EAST LINE WITH THE EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE 59 PER WARRANTY DEED RECORDED FEBRUARY 11, 1992 AS DOCUMENT NUMBER 92087416 FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES, 15 MINUTES 38 SECONDS EAST ALONG SAID EAST LINE, 1152.33 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE (100 FEET WIDE) OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD PER DOCUMENT NUMBER 414744; THENCE NORTH 65 DEGREES, 05 MINUTES, 32 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 430.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS STATE ROUTE 59; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) NORTH 28 DEGREES, 47 MINUTES, 55 SECONDS EAST, 288.63 FEET TO A NONTANGENT CURVE: (2) ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2968.51 FEET, HAVING A CHORD BEARING OF NORTH 25 DEGREES 01 MINUTES 17 SECONDS EAST, 207.24 FEET TO A NONTANGENT LINE: (3) NORTH 18 DEGREES, 17 MINUTES, 43 SECONDS EAST, 207.09 FEET TO A NONTANGENT CURVE: (4) ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2958.65 FEET; HAVING A CHORD BEARING OF NORTH 15 DEGREES, 39 MINUTES, 47 SECONDS EAST, 346.76 FEET (347.30 FEET RECORD) TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THAT PART TAKEN FOR BARTLETT AND NAPERVILLE ROADS. ALSO EXCEPTING THEREFROM THAT PART ACQUIRED BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CONDEMNATION PROCEEDINGS CASE NO. 2015L 050263 PER ORDER ENTERED MAY 21, 2015 AND PER FINAL JUDGMENT ORDER ENTERED DECEMBER 5, 2017 AND RECORDED DECEMBER 14, 2017 AS DOCUMENT NO. 1734806066. ALSO EXCEPTING THEREFROM THAT PART LYING NORTH OF THE NORTH LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD.

ALSO EXCEPTING THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER: THENCE NORTH 00 DEGREES 22 MINUTES 27 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 704.87 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTH 64 DEGREES 27 MINUTES 27 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE, 687.40 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 59 WITH SAID SOUTH RIGHT OF WAY LINE, SAID INTERSECTION BEING THE POINT OF BEGINNING; THENCE SOUTH 21 DEGREES 21 MINUTES 10 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, 25.07 FEET TO THE NORTH LINE OF A TRACT OF LAND CONVEYED PER DOCUMENT NO. 00029399; THENCE NORTH 64 DEGREES 27 MINUTES 27 SECONDS WEST ALONG SAID NORTH LINE, 462.33 FEET TO THE WEST LINE OF SAID TRACT; THENCE SOUTH 16 DEGREES 31 MINUTES 17 SECONDS WEST ALONG SAID WEST LINE, 17.25 FEET; THENCE NORTH 67 DEGREES 32 MINUTES 06 SECONDS WEST 497.81 FEET; THENCE SOUTH 27 DEGREES 25 MINUTES 23 SECONDS WEST 221.57 FEET; THENCE SOUTH 66 DEGREES 09 MINUTES 29 SECONDS WEST 38.77 FEET; THENCE SOUTH 32 DEGREES 50 MINUTES 08 SECONDS WEST 147.46; THENCE SOUTH 16 DEGREES 31 MINUTES 13 SECONDS WEST 73.88 FEET; THENCE SOUTH 83 DEGREES 24 MINUTES 49 SECONDS WEST 115.05 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 13 SECONDS WEST 164.00 FEET; THENCE NORTH 85 DEGREES 04 MINUTES 47 SECONDS WEST 78.18 FEET; THENCE SOUTH 09 DEGREES 54 MINUTES 13 SECONDS WEST 117.00 FEET; THENCE NORTHWESTERLY 14.35 FEET ON A CURVE THE RIGHT HAVING A RADIUS OF 567.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 79 DEGREES 22 MINUTES 18 SECONDS WEST 14.35 FEET; NORTH 78 DEGREES 38 MINUTES 48 SECONDS WEST 213.20 FEET; THENCE NORTHWESTERLY 16.07 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 783.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 79 DEGREES 14 MINUTES 05 SECONDS WEST 16.07 FEET; THENCE NORTH 10 DEGREES 10 MINUTES 39 SECONDS EAST 54.20 FEET; THENCE NORTH 01 DEGREES 11 MINUTES 21 SECONDS WEST 51.00 FEET; THENCE NORTH 09 DEGREES 00 MINUTES 16 SECONDS EAST 51.48 FEET; THENCE NORTH 01 DEGREES 11 MINUTES 21 SECONDS WEST 102.00 FEET; THENCE NORTH 73 DEGREES 31 MINUTES 05 SECONDS EAST 166.14 FEET; THENCE NORTH 18 DEGREES 31 MINUTES 37 SECONDS

WEST 474.66 FEET TO THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE, 494.47 ON A CURVE TO THE RIGHT HAVING A RADIUS OF 4,323.97 FEET, THE CHORD OF SAID CURVE BEARS

SOUTH 68 DEGREES 44 MINUTES 14 SECONDS EAST 494.20 FEET; THENCE NORTH 24 DEGREES 32 MINUTES 20 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 20.01 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE, 76.11 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 956.47 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 64 DEGREES 57 MINUTES 33 SECONDS EAST 76.09 FEET; THENCE SOUTH 64 DEGREES 27 MINUTES 27 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 995.94 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 22 MINUTES 27 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 50.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 48 MINUTES 31 SECONDS WEST ALONG THE NORTH LINE OF WEST BARTLETT ROAD, 917.25 FEET TO THE EASTERLY LINE OF ILLINOIS ROUTE 59 PER DOCUMENT NUMBERS 92087412 AND 92087416; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, 324.83 FEET ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 2221.83 FEET, THE CHORD OF SAID CURVE BEARS NORTH 24 DEGREES 21 MINUTES 26 SECONDS EAST 324.54 FEET; THENCE NORTH 27 DEGREES 31 MINUTES 58 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, 65.91 FEET TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED PER DOCUMENT NO. 1333622060; THENCE SOUTH 64 DEGREES 31 MINUTES 43 SECONDS EAST ALONG SAID SOUTH LINE 273.89 FEET TO THE EAST LINE OF SAID TRACT; THENCE NORTH 25 DEGREES 28 MINUTES 17 SECONDS EAST ALONG SAID EAST LINE, 300.00 FEET TO THE NORTH LINE OF SAID TRACT; THENCE NORTH 64 DEGREES 31 MINUTES 43 SECONDS WEST ALONG SAID NORTH LINE, 263.09 FEET; TO THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE ILLINOIS ROUTE 59; THENCE NORTH 42 DEGREES 14 MINUTES 25 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, 236.07 FEET; THENCE NORTH 28 DEGREES 32 MINUTES 19 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, 88.95 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE SOUTH 64 DEGREES 27 MINUTES 27 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 462.22 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 22 MINUTES 27

SECONDS WEST ALONG SAID EAST LINE, 654.85 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THAT PART PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD WITH THE WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 59 PER DOCUMENT NO. 1734806066; THENCE SOUTH 88 DEGREES 48 MINUTES 31 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE, 237.47 FEET; THENCE NORTH 01 DEGREES 11 MINUTES 29 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE, 10.00 FEET; THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE, 398.64 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 6,385.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 89 DEGREES 24 MINUTES 09 SECONDS WEST 398.57 FEET; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE, 7.29 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 6,525.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 87 DEGREES 40 MINUTES 05 SECONDS WEST 7.29 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 47 SECONDS WEST 390.73 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 13 SECONDS EAST 100.59 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 47 SECONDS EAST 117.00 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 13 SECONDS EAST 91.96 FEET; THENCE NORTH 72 DEGREES 23 MINUTES 02 SECONDS EAST 116.56 FEET; THENCE NORTH 56 DEGREES 53 MINUTES 04 SECONDS EAST 109.15 FEET; THENCE NORTH 41 DEGREES 18 MINUTES 46 SECONDS EAST 109.16 FEET; THENCE NORTH 25 DEGREES 54 MINUTES 09 SECONDS EAST 112.02 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 56 SECONDS EAST 73.20 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED PER DOCUMENT NO. 00029399; THENCE SOUTH 64 DEGREES 27 MINUTES 35 SECONDS EAST ALONG THE SOUTH LINE OF SAID TRACT, 294.26 FEET TO THE WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 59 PER DOCUMENT NO'S. 92087412, 92087414 AND 92087418; THENCE SOUTH 25 DEGREES 28 MINUTES 17 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE, 116.93 FEET TO THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 59 PER DOCUMENT NO. 1734806066; THENCE NORTH 62 DEGREES 08 MINUTES 56 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE, 17.14 FEET; THENCE SOUTHWESTERLY 366.31 FEET ON CURVE TO THE LEFT HAVING A RADIUS OF 2,377.50 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 23 DEGREES 26 MINUTES 17 SECONDS WEST 365.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

and further identified as parts of PINS: **06-33-101-001-0000**
06-33-200-004-0000
06-33-201-014-0000

which property lies within the corporate limits of the Village of Bartlett, Illinois, was rezoned by Ordinance 2021-69, and was approved to be subdivided by the passage of Ordinance 2022-31, and is ALSO DESCRIBED AS FOR FUTURE SUBDIVISION PURPOSES upon the recording of the proposed Final Plat of Subdivision for the Grasslands Subdivision Phase 1 as approved by Ordinance 2021-69 as follows:

LOTS 1 THROUGH 196, 199 AND 200 INCLUSIVE OF THE GRASSLANDS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST $\frac{1}{4}$ AND THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED _____, 2022 AS DOCUMENT NO. _____;

(alternatively referred to as the "Area", the "Territory", or the "Special Service Area").

The Territory contains approximately 94 +/- acres and is located at the northwest and northeast corners of Illinois Route 59 and West Bartlett Road, in the Village of Bartlett, County of Cook and State of Illinois.

The purpose of the establishment of said Grasslands Subdivision Phase 1 Special Service Area Number One is to provide special municipal services to said Special Service Area, consisting of the management of storm water which directly affects the Area, including (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; (2) the maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches; (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; (4) the care, maintenance and restoration of wetland areas and naturalized detention basins and retention ponds areas; and (5) the administrative costs incurred by the Village in connection with the above including, but not limited to insurance premiums for liability insurance coverage (collectively, the "Services") in the event Forestar (USA) Real Estate Group Inc., a Delaware corporation, or another developer of the Grasslands Subdivision Phase 1 (the "Developer"), or the Grasslands Homeowners Association, or an Illinois limited liability company or other Illinois not-for-profit corporation to be formed by the Developer to act as a master homeowners association and/or separate homeowner and townhome owner associations established by the Developer to, among other things, collectively perform, or hire others to collectively perform, the Services, or

their respective successors, fail to adequately perform the Services as determined by the Village Corporate Authorities, in its sole discretion. All of the necessary construction to be on existing public property or easements or property or easements to be acquired by the Village; and all of said services to be in and for said Special Service Area.

The levy of a direct annual tax not to exceed .04% per annum of the assessed value, as equalized, of all taxable property within the Area to pay the annual cost of providing for the ordinary maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches and for the ordinary maintenance and repair of storm sewers, drain tile, pipes and other conduit, and appurtenant structures, and the ordinary care and maintenance of wetland areas and naturalized detention basins and retention ponds areas (the "Ordinary Services") will also be considered at such Hearing.

The issuance of bonds in the amount of \$1,662,678.75, adjusted for increases or decreases in the cost of construction from January 1, 2022 based on changes in the construction cost index published monthly in the Engineering News Record, or, if that index ceases to be published, based on such other published construction cost index as is then generally recognized, or, if no such generally recognized construction cost index is then published, based on changes in the Consumer Price Index published by the U.S. Department of Labor, or, if that index ceases to be published, the amount of the bonds that may be issued shall be increased at the rate of 4% per annum from January 1, 2020, but in no event to exceed \$6,651,075 and secured by the full faith and credit of said Grasslands Special Service Area Number One, to pay the cost of cleaning and dredging the storm water detention and retention ponds and basins, drainage swales and ditches and replacing storm sewers, drain tile, pipes and other conduit, and appurtenant structures and restoring wetland areas and naturalized detention basins and retention ponds areas which will serve the Area (the "Extraordinary Services") hereinabove described will also be considered at said public hearing. Said bonds shall be retired over a period of not to exceed 20 years from the issuance thereof and shall bear interest at a rate or rates not to exceed the lesser of 10% per annum or the maximum rate then permitted by law. Such bonds, if issued, shall be retired by the levy of a direct annual tax sufficient to pay the principal and interest thereon, said tax to be

levied upon all the taxable property within said Special Service Area for said period of not to exceed 20 years and to be unlimited as to rate or amount and in addition to all other taxes permitted by law.

All interested persons affected by the establishment of said Grasslands Special Service Area Number One or the issuance of said bonds and the levy of said taxes, including all owners of real estate located within said Special Service Area, will be given an opportunity to be heard at said hearing regarding the establishment of said Special Service Area, the necessity of providing the Services, the levy of a direct annual tax to pay for the cost of providing the Ordinary Services, the issuance of said bonds and the levy of said tax to pay principal and interest thereon, and an opportunity to file objections to the establishment of said Special Service Area, the levy of a direct annual tax to pay for the cost of providing the Ordinary Services, the issuance of said bonds and the levy of said tax to pay principal and interest thereon.

At said public hearing, any interested persons affected by said proposed Special Service Area may file with the Village Clerk of said Village written objections to and may be heard orally in respect to any issues embodied in this notice. The President and Board of Trustees of said Village shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the Territory to be known as the Grasslands Special Service Area Number One, and by at least 51% of the then owners of record of the land included within the boundaries of said Special Service Area is filed with the Village Clerk of said Village within 60 days following the final adjournment of said public hearing objecting to the creation of said Special Service Area, the levy or imposition of a tax or the issuance of bonds for the provision of special services to said Special Service Area, or to a proposed increase in the tax rate, no such Special Service Area may be created, or tax may be levied or imposed nor the rate increased, or no such bonds may be issued.

By order of the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois.

DATED: September 6, 2022.

Lorna Giles, Village Clerk
Village of Bartlett, DuPage, Cook and Kane Counties, Illinois

To be published in the Daily Herald on August 16, 2022.

X:\Comdev\phn2022\Grasslands_ssa.rtf

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

**Northwest Suburbs
Daily Herald**

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Northwest Suburbs DAILY HERALD**. That said **Northwest Suburbs DAILY HERALD** is a secular newspaper, published in Arlington Heights and has been circulated daily in the Village(s) of: Arlington Heights, Barrington, Barrington Hills, Bartlett, Buffalo Grove, Deer Park, Des Plaines, Elk Grove, Franklin Park, Glenview, Hanover Park, Hoffman Estates, Inverness, Melrose Park, Morton Grove, Mt Prospect, Niles, Northbrook, Northfield, Northlake, Palatine, Park Ridge, Prospect Heights, River Grove, Rolling Meadows, Rosemont, Schaumburg, Schiller Park, South Barrington, Streamwood, Wheeling, Wilmette

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

I further certify that the Northwest Suburbs DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 08/16/2022 in said Northwest Suburbs DAILY HERALD.

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

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY *Doula Baltz*
Designee of the Publisher and Officer of the Daily Herald

Control # 4587012

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AUG 26 2022

PLANNING & DEVELOPMENT
VILLAGE OF
BARTLETT



VILLAGE OF BARTLETT
BOARD MINUTES
August 16, 2022

1. CALL TO ORDER

President Wallace called the regular meeting of August 16, 2022 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m.

2. ROLL CALL

PRESENT: Trustees Deyne, Gandsey, Gunsteen, Hopkins, Suwanski and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Interim Planning & Development Director Kristy Stone, Head Golf Professional Phil Lenz, Police Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Michael Fuelling from Village Church of Bartlett gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Hopkins stated that he would like to add item 12.A.1, Ordinance 2022-66, an Ordinance Granting Variations From the 30-Foot Building Separation Requirement to Allow the Construction of a Single-Family Home at 1277 Keim Trail to the Consent Agenda.

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



VILLAGE OF BARTLETT
BOARD MINUTES
August 16, 2022

Trustee Deyne moved to Amend the Consent Agenda and that motion was seconded by Trustee Suwanski.

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

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

Trustee Deyne moved to Approve the Amended Consent Agenda and that motion was seconded by Trustee Gunsteen.

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

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

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

Finance Director Todd Dowden stated that this was the June 2022 Treasurer's Report. He stated that the Municipal Sales Tax Report through June 2022 totaled \$281,954 (reflects March activity) and it was up \$4,319 from the prior year. They have made the one-year cycle with sales tax and can now compare prior years to this year. Motor Fuel Tax distribution through June 2022 totaled 143,599 which was up \$5,277 from the prior year and pretty consistent.

9. PRESIDENT'S REPORT

President Wallace read a Proclamation for the 50th Anniversary of the Village Church of Bartlett.



VILLAGE OF BARTLETT
BOARD MINUTES
August 16, 2022

President Wallace recognized three members of the Veterans Memorial Foundation who were in attendance. He explained that there was a Second Amendment to License Agreement on the agenda that was approved under the Consent Agenda.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized staff birthdays and anniversaries.

Trustee Hopkins asked for an update on improvements on Route 25 and West Bartlett Roads.

Public Works Director stated that IDOT has that section scheduled for resurfacing. South Elgin had the development on the west side bring it to the intersection. We had our development also bring it to the intersection. The complication is the utilities and where the ramp for pedestrians and utilities have to get relocated. They are working with IDOT on that project along with the right turn lane project that goes westbound. They continue to apply for grant funding for this project. Timing wise, it depends on when it gets approved.

Trustee Hopkins asked about the intersection of West Bartlett and Route 59.

Mr. Dinges stated that utilities continue to be relocated and they keep getting permits. It is supposed to wrap up this fall. The road portion will be in the spring and hopefully the utilities will get done so they could keep moving forward.

Trustee Suwanski stated that former Chief Ullrich's retirement and Chief Pretkelis swearing in receptions were very nice. She asked for an update on the automobile meet-up that was in town,

Chief Pretkelis stated that they received information from the Chicago Police Department that there would be a vehicle meet up in Bartlett Commons. They had officers in the area and reached out to the owner of the strip mall. He was able to meet with the organizer and was told that they just want to show off their cars. This was not a group that does burn outs or donuts in the parking lot. Based on their rapport with the organizer, the ground rules were laid out and 20 to 40 cars showed up. It was very peaceful and they appreciated the police cooperation.

Trustee Gunsteen stated that he has seen dirt moving throughout the village. Have they seen an increase in permit applications?



VILLAGE OF BARTLETT
BOARD MINUTES
August 16, 2022

Interim Planning & Development Director Kristy Stone stated that back in 2017, they approved the administrative site plan process which meant that if the project did not need any variations, special uses or rezoning, they could get their site plan approved in conjunction with their building permit. They currently have three projects in Brewster Creek as well as three in Blue Heron Business Parks. They have six large buildings being constructed, whereas, previous years they averaged two to three of these administrative site plan reviews. It is streamlined and very business friendly.

11. TOWN HALL

Steven Malitz, Town Center Owner

Mr. Malitz stated that he was there with Paul Lee with Dispensary33 and Stephen Cioromski, property manager and broker. He understood that there was a discussion regarding zoning or a text amendment permitting dispensaries in the downtown area. He stated that they are for it and preparing a petition to submit for the text amendment to permit a dispensary in the downtown for medicinal and other purposes.

President Wallace stated that tonight is just a discussion and will be on the Committee of the Whole meeting.

Mr. Malitz stated they are prepared to move forward with an application and answer any questions.

President Wallace advised them to listen to the board's conversation on this matter during the Committee of the Whole meeting immediately following the Board meeting.

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that Ordinance 2022-66, an Ordinance Granting Variations From the 30-Foot Building Separation Requirement to Allow the Construction of a Single-Family Home at 1277 Keim Trail was covered and approved under the Consent Agenda.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that Rebecca's Cakes by Design BEDA Application for \$23,480.12; Ignite the Courage North Avenue Car Show Road Closure; Resolution 2022-67-R, a Resolution Approving of the Second Amendment to License Agreement (a Restatement) Between the Village of Bartlett and the Bartlett Veterans Memorial Foundation were covered and approved under the Consent Agenda.



VILLAGE OF BARTLETT
BOARD MINUTES
August 16, 2022

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Ordinance 2022-68, an Ordinance Approving First Amendment of Vacant Land Lease with Option to Purchase Real Estate Owned by the Village of Bartlett; Resolution 2022-69-R, a Resolution Approving of Disbursement Request for Payout No. 32 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project; Resolution 2022-70-R, a Resolution Approving of Disbursement Request for Payout No. 1 from the Subordinate Lien Tax Increment Revenue Note, Series 2020 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project were covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated that Ordinance 2022-71, an Ordinance Increasing the Number of Class F Liquor Licenses; Ignite the Courage North Avenue Class D Liquor License Request; Resolution 2022-72-R, a Resolution Approving the Removal of Poplar Trees in the Fairway Oaks Tree Preservation Easement at 603 Fairway Drive were covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that Resolution 2022-73-R, a Resolution Repealing Resolution 2022-50 and Approving the Revised Water Well Abandonment Agreement Between the Village of Bartlett and Water Well Solutions, LLC was covered and approved under the Consent Agenda.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN (TBD)

There were no agenda items for this Committee.

13. NEW BUSINESS

A. President Wallace stated that Omjarnv Inc. dba India Foodie Lounge has applied for a Class F liquor license.

He stated that if there were no objections from the Board he would issue the Class F liquor license.



**VILLAGE OF BARTLETT
BOARD MINUTES
August 16, 2022**

14. QUESTION/ANSWER PRESIDENT & TRUSTEES

Trustee Gunsteen stated that Ignite the Courage was a fun event and well done.

President Wallace agreed stating that it was like a mini Fourth of July festival.

15. ADJOURN

President Wallace stated that the Board will adjourn and there will be a Committee of the Whole meeting immediately following. Upon adjournment of the Committee of the Whole meeting there will be an Executive Session to Discuss Security and Public Safety Pursuant to Section 2(c)8 of the Open Meetings Act.

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 Deyne, Gandsey, Gunsteen, Hopkins, Suwanski

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:19 p.m.

Lorna Gilless
Village Clerk



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
August 16, 2022**

CALL TO ORDER

President Wallace called the Committee of the Whole meeting of August 16, 2022 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:19 p.m.

ROLL CALL

PRESENT: Chairmen Deyne, Gandsey, Gunsteen, Hopkins, Suwanski, President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Human Resources Director Janelle Terrance, Management Analyst Joey Dienberg, Economic Development Coordinator Tony Fradin, Finance Director Todd Dowden, Public Works Director Dan Dinges, Assistant Public Works Director Tyler Isham, Public Works Engineer Bob Allen, Interim Planning & Development Director Kristy Stone, Head Golf Professional Phil Lenz, Police Chief Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

BUILDING & ZONING, CHAIRMAN HOPKINS
Bannerman's Site Plan and Special Use Permit

Chairman Hopkins introduced the item.

Chairman Gunsteen asked if they have addressed outdoor smoking areas in the seating area.

Mr. Maqsood stated they have a dedicated smoking areas to the south side of the building, by the Bocce ball and bags area.

Chairman Gandsey asked what month the outdoor events would go through.

Mr. Maqsood stated it will depend on weather but October is the goal.

Chairman Deyne asked what the time frame for construction was.

Mr. Maqsood stated they are hoping for sometime in September and it will take about 9 months. We want to be ready by May or June of next year.

Chairman Suwanski stated she believed planning and zoning had an issue with the loading and unloading of the trucks.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
August 16, 2022**

Mr. Maqsood stated they widened the area on the side where the trucks are coming in. Additionally, most of the deliveries are done early in the morning, so they can park by the front door if needed.

Chairman Suwanski asked where the employee parking area is.

Interim Planning and Development Services Director Kristy Stone stated it is on the north side of the building. It has its own private curb cut.

President Wallace asked where the fence goes.

John Eggersdorfer, Architect for the project stated that if you start from the corner near the stage, there is a solid fence that runs to the property line. It is a 6-foot-high fence that will prevent people from parking on the street and listening to the concert. There is another aluminum picket fence around the back that will provide a nicer view of the pond.

President Wallace asked if the area in front of the stage will all be grass because it could be problematic if its rainy. He also asked if the stage was permanent.

Mr. Maqsood stated it will all be grass and the music will be moved inside if necessary. He also stated that the stage is permanent.

Chairman Gunsteen asked if staff has looked at the exit hardware and how they get out. When it gets crowded, is there enough exits and what are you using to prevent people from coming in and still be able to get folks out in a quick manner.

Ms. Stone stated there are multiple gates near the stage area and two to the east. They all have hardware that is designed to have people exit and not for entrance.

Chairman Hopkins asked to have the designated smoking area highlighted in red with the dimensions for when it comes back for a vote.

Mr. Maqsood said they are excited about the project and he thinks it will be a nice area for people to come and enjoy the music.

Chairman Deyne stated the Planning and Zoning Commission also did a great job on this project.

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

Cannabis Dispensing Center Text Amendment

Chairman Hopkins introduced the item.



VILLAGE OF BARTLETT COMMITTEE MINUTES August 16, 2022

Ms. Stone stated she knows there was some possible confusion about the downtown overlay district. There are some zoning districts like Main St. Plaza where the Harris Bank is located that are zoned B-3. However, because it is in the downtown overlay district, it would also be prohibited because it was in the downtown overlay district.

Chairman Gunsteen asked if we think a complete overlay of the entire downtown is overly restrictive.

Chairman Deyne stated that's what he thought initially after looking at how large the overlay district was. He likes it to be a Special Use and thought restricting it entirely is too extreme. He stated he did not think there would be a traffic issue because of this use.

President Wallace asked how many cars per day they would get.

Speakers: Steven Malitz, Town Center Owner
Paul Lee with Dispensary33
Stephen Cioromski, property manager and broker.

Mr. Lee stated he thought they would receive between 200 and 400 customers per day. They could be there as short as 3 minutes and up to about 10 minutes.

Chairman Deyne asked about their hours of operation.

Mr. Lee stated they are typically open from 9:00am to 9:00pm.

Chairman Gandsey asked why this area was more attractive vs. Rt. 59.

Mr. Cioromski thought the Bartlett Town Center was good because of the Metra, across the street from the police station and the center needs life. Many municipalities were sending these places to their industrial parks initially.

President Wallace stated his biggest concern are lines. There are 100's of people in line to get in.

Mr. Lee stated they have a lot of experience, especially in 2020 with huge crowds and having to deal with them. They have a lot of strategies to deal with that, as well as pre order pickups in order to get customers out the door. We have a mindset where we want to help people and make sure the retail experience is a good one for our customers. Currently, they can do 1,100 customers on a Friday in 800 square feet with virtually no line at all.

Chairman Gandsey asked if they still have lines out the door at their Lincoln Park facility.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
August 16, 2022**

Mr. Lee stated they do not.

Chairman Deyne asked where they are thinking about locating.

Mr. Cioromski stated its about 3,700 square feet behind the Marco's adjacent to the hallway leading to the rear of the building.

Chairman Suwanski stated that St. Charles does not allow it in their downtown, but they have one on North Ave. right in the open. She asked if they are responsible for their own security because they referenced the police department nearby.

Mr. Lee stated they are.

Mr. Cioromski stated when he first began representing the center he felt like the Metra and the police station would be helpful to have nearby. He gets push back for these types of uses and he thought a police station across the street would give people peace of mind.

Chairman Deyne clarified the location and asked about the 1,100 customers on a Friday.

Mr. Cioromski stated the 1,100 people are in more dense areas like the west loop and Lincoln Park.

Chairman Deyne stated he came in there with an open mind and when we start talking about the volume of people in that location, he gets a bad taste in his mouth.

Mr. Maltiz stated the 1,100 people are in their Chicago locations.

President Wallace stated we are talking about traffic and sometimes he can even have an issue parking on a Friday night at Bannerman's.

Mr. Malitz stated they have plenty of parking in the rear of the building.

Chairman Suwanski stated that we should acknowledge that we have an apartment building that still hasn't gone up yet, a train merger that will potentially cause some issues in the downtown area and we have another project we have been discussing that is going to bring a lot of traffic into the downtown area too.

Chairman Hopkins stated you bring up some good points but we are not talking about a specific sight plan, just if we are going to prohibit this in the downtown area or not.

Chairman Gunsteen stated that being that you are selecting the downtown area, is the state still requiring you to have onsite security at all times.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
August 16, 2022**

Mr. Lee stated yes.

Chairman Gunsteen asked how they would keep their customers from using the product in the parking lot or as they are sitting in their car. He has some reservations about the amount of traffic and making sure there are no issues for our residents.

Mr. Lee stated we have some of those issues around their stores. Their security guards are forced to go to each point and secure those areas. If there are people smoking or trying to smoke in their cars, the security guards are told to stop that since on site consumption is not allowed. He also wanted to clarify the 1,100 number. That is the number of people they can process in 800 sq.ft. without much of a line at all. He is not saying that is the number of people coming to this location. They believe they know how to handle large demand and make sure people are in and out in a quick manner.

President Wallace stated I'm sure you have some numbers as far as what you built your business plan on.

Mr. Lee stated they are expecting between 200 and 400 per day.

Chairman Gandsey asked if we have any estimates on the number of people that go to the downtown bars or what we are expecting with More Brewing.

Chairman Deyne asked if we vote for the text amendment, include no dispensaries in the downtown overlay districts, is it still a Special Use and could someone could come back in and petition the board to come in.

Attorney Mraz stated it is not allowed the way the ordinance is written. The board would have to add a provision in the text amendment to include it as a permitted use in the downtown overlay district.

Chairman Deyne stated he doesn't want to prohibit it in the downtown, just make it a Special Use.

Attorney Mraz stated a Special Use by case law, is a permitted use. It may be more onerous and you may vote down the permitted use, but in litigation that may not stand so there is not as much discretion granting or not granting a Special Use.

Chairman Gunsteen stated he personally thinks the overlay district is too restrictive but his opinion is that the B-1 district should be restricted and the police department adjacent to any B-1 district. He doesn't think it's fair to the residents there to put a marijuana dispensary there. He also would not want to see it along Railroad Ave., but that's just his opinion.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
August 16, 2022**

Chairman Suwanski stated that when we brought this up in March the petition was pulled then staff asked the board to look at the 1,000 feet restriction and we decided to go with what the state allowed. We decided to open up to our other business districts in town but we were not comfortable at that point to allow it in the downtown overlay.

Chairman Gunsteen stated there is plenty of areas downtown or if there was a strip mall without residential above it.

President Wallace stated his biggest concern is the traffic.

Mr. Lee stated in the West Loop we have residents above our dispensary in that location and we are very good neighbors so they do not mind being above it. We try to eliminate anyone smoking out front of the dispensaries because we have cameras and that is where you will get caught. These places are visited by a lot of people and are frequented because some people use it as a medicine and go on a daily basis, but they are also filled with a bunch of law-abiding people who are not going underground, they are coming to the legal places to get the product.

President Wallace stated he agrees, but it doesn't fix his problem with that many cars going in and out of a small area. He asked what percentage of sales that are edibles and non-smoked products.

Mr. Lee stated edibles and vaporization account for about 65% of sales and they are growing every year.

Mr. Malitiz stated they have smell scrubbers and all of it is stored in sealed packages.

President Wallace stated anything that is controlled by the state will probably change over time and they may even allow smoke rooms in the future where you can try it on site.

Chairman Hopkins stated the biggest issue he sees is item C of the text amendment, everything else seems good. He stated Chairman Gunsteen would like to go back to the drawing board and carve out some of the downtown overlay district and allow some areas downtown to permit it. He asked if it can come back to committee again and discuss item C.

President Wallace stated to assist the people here tonight, he doesn't want it in that area. He has nothing against their business, but he is concerned with the traffic and how it will affect downtown residents and businesses.

Chairman Deyne stated he thinks the downtown overlay district is too large and we need to evaluate where these would be properly located. He has a bad taste in his mouth about



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
August 16, 2022**

this and he thinks we need to be concerned about the amount of traffic and separate that from other uses.

Chairman Gunsteen stated they have limited parking in the downtown area, all in the B-1 area. The Bartlett Town Center looks like it has a lot of parking, but we have a lot of residents there. If that retail center was full, there would not be enough parking for the residents. That is not a parking problem he wants to put on those residents. He has no problem having this traffic problem in another area of town, but he thinks it should be situated outside of a residential environment. If it was a low density use in this particular unit, it might work better, but they are a successful, high density use and he doesn't want to put that strain on the residents.

Chairman Hopkins stated this will go back to staff to do some further evaluation on carving out certain areas to be permitted.

Village Administrator Paula Schumacher stated that we have several centers with residential above, and asked if the board also wanted to include that component in the analysis.

Chairman Hopkins stated he believes so.

President Wallace stated they will be adjourning to Executive Session to Discuss Security Procedures and Public Safety Pursuant to Section 2(c)8 of the Open Meetings Act.

Chairman Deyne moved to adjourn the Committee of the Whole meeting and that motion was seconded by Chairman Suwanski.

ROLL CALL VOTE TO ADJOURN

AYES: Chairmen Deyne, Gandsey, Gunsteen, Hopkins, Suwanski

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:58 p.m.

Samuel Hughes
Deputy Village Clerk

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 9/6/2022**

100-GENERAL FUND REVENUES

420230-BUILDING PERMITS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|---------------------|-----------------|
| 1 BHAVESH SHAH | BOND REFUND | 1,000.00 |
| INVOICES TOTAL: | | 1,000.00 |

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--|--------------------------------|-------------------|
| ** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS | MONTHLY INSURANCE - SEPT 2022 | 316,643.38 |
| ** 1 FIRST STOP HEALTH LLC | TELEMEDICINE SERVICES/SEP 2022 | 888.35 |
| ** 1 METROPOLITAN LIFE INSURANCE COMPANY | MONTHLY INSURANCE - SEPT 2022 | 16,228.56 |
| INVOICES TOTAL: | | 333,760.29 |

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---------------------------|----------------------------|----------------|
| 1 KONICA MINOLTA BUSINESS | COPIER MAINTENANCE SERVICE | 325.36 |
| INVOICES TOTAL: | | 325.36 |

532200-OFFICE SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-----------------------------|--------------------------|----------------|
| 1 A-1 TROPHIES & AWARDS INC | NAME BADGES | 22.90 |
| 1 WAREHOUSE DIRECT | LEGAL PADS/POST-IT NOTES | 60.91 |
| INVOICES TOTAL: | | 83.81 |

541600-PROFESSIONAL DEVELOPMENT

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|----------------------------|---------------------|----------------|
| 1 DUPAGE MAYORS & MANAGERS | REGISTRATION FEES | 700.00 |
| INVOICES TOTAL: | | 700.00 |

543101-DUES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---------------------------------|---------------------|----------------|
| 1 MUNICIPAL CLERKS N/NW SUBURBS | MEMBERSHIP DUES | 40.00 |
| INVOICES TOTAL: | | 40.00 |

543900-COMMUNITY RELATIONS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|--------------------------|----------------|
| 1 BARTLETT ROTARY CLUB | GOLF OUTING HOLE SPONSOR | 100.00 |
| INVOICES TOTAL: | | 100.00 |

1200-PROFESSIONAL SERVICES

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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521000-FINANCIAL CONSULTANT

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-----------------------|---------------------------------|-----------------|
| 1 FOSTER & FOSTER INC | POLICE PENSION ACTUARIAL REPORT | 3,642.00 |
| | INVOICES TOTAL: | 3,642.00 |

523400-LEGAL SERVICES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------------------|------------------------|-----------------|
| 1 CLARK BAIRD SMITH LLP | LEGAL SERVICES | 350.00 |
| 1 CLARK BAIRD SMITH LLP | LEGAL SERVICES | 3,952.50 |
| 1 LAW OFFICES OF ROBERT J KRUPP PC | PROFESSIONAL SERVICES | 925.00 |
| 1 LAW OFFICES OF ROBERT J KRUPP PC | PROFESSIONAL SERVICES | 1,518.16 |
| 1 STORINO RAMELLO & DURKIN | PROFESSIONAL SERVICES | 637.50 |
| | INVOICES TOTAL: | 7,383.16 |

523401-ARCHITECTURAL/ENGINEERING SVC

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-----------------------------------|-----------------------------------|-----------------|
| 1 BLA INC | IL 59/SCHICK TRAFFIC STUDY REVIEW | 360.00 |
| 1 BLA INC | SCHICK & QUINCY TRAFFIC STUDY | 1,620.00 |
| 1 HAMPTON LENZINI AND RENWICK INC | MAGNOLIA PARK REVIEW | 2,617.50 |
| 1 V3 COMPANIES LTD | W BARTLETT RD ENGINEERING REVIEW | 1,132.50 |
| | INVOICES TOTAL: | 5,730.00 |

1400-FINANCE

522400-SERVICE AGREEMENTS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-------------------------------|----------------------------|----------------|
| 1 CANON SOLUTIONS AMERICA INC | COPIER MAINTENANCE SERVICE | 298.16 |
| 1 KONICA MINOLTA BUSINESS | COPIER MAINTENANCE SERVICE | 106.67 |
| 1 QUADIENT INC | BRUSH/SPONGE KIT | 28.00 |
| | INVOICES TOTAL: | 432.83 |

523500-AUDIT SERVICES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-------------------------|------------------------|------------------|
| 1 LAUTERBACH & AMEN LLP | AUDIT SERVICES | 20,100.00 |
| | INVOICES TOTAL: | 20,100.00 |

1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-----------------------------|----------------------------|----------------|
| 1 GORDON FLESCH COMPANY INC | COPIER MAINTENANCE SERVICE | 134.74 |
| 1 GORDON FLESCH COMPANY INC | COPIER MAINTENANCE SERVICE | 28.97 |
| | INVOICES TOTAL: | 163.71 |

526000-SERVICE TO MAINTAIN VEHICLES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------|---------------------|----------------|
|--------|---------------------|----------------|

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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| | | |
|--------------------------------|------------------------|-----------------|
| 1 BUNGE'S TIRE & AUTO BARTLETT | VEHICLE MAINTENANCE | 1,758.00 |
| | <u>INVOICES TOTAL:</u> | <u>1,758.00</u> |

530100-MATERIALS & SUPPLIES

| <u>VENDOR</u> | <u>INVOICE DESCRIPTION</u> | <u>INVOICE AMOUNT</u> |
|----------------------------|----------------------------|-----------------------|
| 1 CENTURY PRINT & GRAPHICS | BUSINESS CARDS | 77.05 |
| | <u>INVOICES TOTAL:</u> | <u>77.05</u> |

532000-AUTOMOTIVE SUPPLIES

| <u>VENDOR</u> | <u>INVOICE DESCRIPTION</u> | <u>INVOICE AMOUNT</u> |
|---------------|----------------------------|-----------------------|
| ** 1 WEX BANK | FUEL PURCHASES - JULY 22 | 554.35 |
| | <u>INVOICES TOTAL:</u> | <u>554.35</u> |

532200-OFFICE SUPPLIES

| <u>VENDOR</u> | <u>INVOICE DESCRIPTION</u> | <u>INVOICE AMOUNT</u> |
|-------------------------------|----------------------------|-----------------------|
| 1 AMAZON CAPITAL SERVICES INC | OFFICE SUPPLIES | 76.27 |
| | <u>INVOICES TOTAL:</u> | <u>76.27</u> |

541600-PROFESSIONAL DEVELOPMENT

| <u>VENDOR</u> | <u>INVOICE DESCRIPTION</u> | <u>INVOICE AMOUNT</u> |
|-------------------|----------------------------|-----------------------|
| ** 1 KRISTY STONE | ICC BOOK PURCHASE | 434.35 |
| | <u>INVOICES TOTAL:</u> | <u>434.35</u> |

546900-CONTINGENCIES

| <u>VENDOR</u> | <u>INVOICE DESCRIPTION</u> | <u>INVOICE AMOUNT</u> |
|---------------------|----------------------------|-----------------------|
| 1 COOK COUNTY CLERK | RECORDINGS FEES | 417.00 |
| | <u>INVOICES TOTAL:</u> | <u>417.00</u> |

1700-POLICE

522400-SERVICE AGREEMENTS

| <u>VENDOR</u> | <u>INVOICE DESCRIPTION</u> | <u>INVOICE AMOUNT</u> |
|-----------------------------------|-----------------------------|-----------------------|
| 1 COMCAST | CABLE SERVICE | 162.82 |
| 1 COMPASSION FUNERAL SERVICE INC | TRANSPORTATION SERVICES | 455.00 |
| 1 ID NETWORKS | LIVESCAN ANNUAL SERVICE FEE | 3,990.00 |
| 1 KONICA MINOLTA BUSINESS | COPIER MAINTENANCE SERVICE | 169.12 |
| 1 KONICA MINOLTA BUSINESS | COPIER MAINTENANCE SERVICE | 112.19 |
| 1 KONICA MINOLTA BUSINESS | COPIER MAINTENANCE SERVICE | 102.60 |
| 1 ULTRA STROBE COMMUNICATIONS INC | MONTHLY SERVICE FEE | 1,235.00 |
| 1 VERIZON WIRELESS | WIRELESS SERVICES | 456.14 |
| | <u>INVOICES TOTAL:</u> | <u>6,682.87</u> |

523100-ADVERTISING

| <u>VENDOR</u> | <u>INVOICE DESCRIPTION</u> | <u>INVOICE AMOUNT</u> |
|-----------------|-----------------------------|-----------------------|
| 1 THE BLUE LINE | OFFICER RECRUITMENT LISTING | 348.00 |
| 1 THE BLUE LINE | OFFICER RECRUITMENT LISTING | 496.00 |

** Indicates pre-issue check.

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| | | |
|-----------------------------|-------------------------------|-------------------------------|
| 1 EXAMINER PUBLICATIONS INC | POLICE OFFICER HELP WANTED AD | 100.00 |
| | | INVOICES TOTAL: 944.00 |

526000-SERVICE TO MAINTAIN VEHICLES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|----------------------|---------------------|---------------------------------|
| 1 UNITED AUTO REPAIR | VEHICLE MAINTENANCE | 279.15 |
| 1 UNITED AUTO REPAIR | VEHICLE MAINTENANCE | 3,487.44 |
| 1 UNITED AUTO REPAIR | VEHICLE MAINTENANCE | 29.95 |
| 1 UNITED AUTO REPAIR | VEHICLE MAINTENANCE | 29.95 |
| 1 UNITED AUTO REPAIR | VEHICLE MAINTENANCE | 172.00 |
| | | INVOICES TOTAL: 3,998.49 |

526050-VEHICLE SET UP

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-----------------------------------|-----------------------|-------------------------------|
| 1 ULTRA STROBE COMMUNICATIONS INC | SEAT BELT REPLACEMENT | 119.95 |
| 1 ULTRA STROBE COMMUNICATIONS INC | EQUIPMENT REMOVAL | 425.00 |
| | | INVOICES TOTAL: 544.95 |

526100-AUTO BODY REPAIRS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------------------------------|---------------------|---------------------------------|
| 1 TURI'S AUTO COLLISION CENTER | AUTO BODY REPAIRS | 8,125.51 |
| | | INVOICES TOTAL: 8,125.51 |

530100-MATERIALS & SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|----------------------------------|------------------------------|---------------------------------|
| 1 THE FINER LINE INC | PLATE/AWARD ENGRAVING FEES | 91.00 |
| 1 HEARTLAND ANIMAL HOSPITAL PC | MAVERICK EXAM/VACCINE | 139.60 |
| 1 MARK DRUGS PHARMACY | LUTHER K9 MEDICINE | 198.00 |
| ** 1 PETTY CASH | PETTY CASH REIMBURSEMENT | 150.80 |
| 1 PORTER LEE CORPORATION | EVIDENCE TECHNICIAN SUPPLIES | 71.43 |
| 1 WAREHOUSE DIRECT | INK CARTRIDGE | 139.73 |
| 1 WAREHOUSE DIRECT | INK CARTRIDGE | 122.79 |
| 1 WAREHOUSE DIRECT | CALENDARS/BINDERS | 52.50 |
| 1 WESTERN FIRST AID & SAFETY LLC | FIRST AID SUPPLIES | 111.34 |
| | | INVOICES TOTAL: 1,077.19 |

530110-UNIFORMS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|----------------------------|-------------------------------|
| 1 THE EAGLE UNIFORM CO | UNIFORM PATCHES | 130.00 |
| 1 RAY O'HERRON CO INC | RAINCOAT | 134.09 |
| 1 RAY O'HERRON CO INC | GOLD BRAID FOR DRESS COAT | 13.46 |
| 1 RAY O'HERRON CO INC | UNIFORM APPAREL | 55.76 |
| 1 RAY O'HERRON CO INC | UNIFORM APPAREL | 140.35 |
| 1 RAY O'HERRON CO INC | CREDIT - HEAT PRESS CHARGE | -12.60 |
| 1 RAY O'HERRON CO INC | UNIFORM APPAREL | 198.21 |
| | | INVOICES TOTAL: 659.27 |

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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530125-SHOOTING RANGE SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-------------------------------|------------------------|-----------------|
| 1 KIESLER'S POLICE SUPPLY INC | AMMUNITION PURCHASE | 1,369.52 |
| | INVOICES TOTAL: | 1,369.52 |

532000-AUTOMOTIVE SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---------------|--------------------------|------------------|
| ** 1 WEX BANK | FUEL PURCHASES - JULY 22 | 15,777.74 |
| | INVOICES TOTAL: | 15,777.74 |

532200-OFFICE SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------------------|----------------------------|-----------------|
| 1 STATE GRAPHICS | BUSINESS CARDS | 167.43 |
| 1 WAREHOUSE DIRECT | USB DRIVES/CABLES/SUPPLIES | 249.18 |
| 1 WAREHOUSE DIRECT | BATTERIES/OFFICE SUPPLIES | 368.55 |
| 1 WAREHOUSE DIRECT | CALENDARS/BINDERS | 199.03 |
| 1 WAREHOUSE DIRECT | ENVELOPES | 24.86 |
| | INVOICES TOTAL: | 1,009.05 |

534300-EQUIPMENT MAINTENANCE MATLS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------------------------------------|------------------------|----------------|
| 1 STALKER RADAR APPLIED CONCEPTS INC | RADAR REPAIRS | 475.00 |
| | INVOICES TOTAL: | 475.00 |

541600-PROFESSIONAL DEVELOPMENT

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-------------------------------|-----------------------------|----------------|
| ** 1 ILLINOIS LAW ENFORCEMENT | CONFERENCE REGISTRATION FEE | 299.00 |
| ** 1 PETTY CASH | PETTY CASH REIMBURSEMENT | 17.55 |
| | INVOICES TOTAL: | 316.55 |

542810-SAFETY PROGRAM EXPENSES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-----------------------------|------------------------|----------------|
| 1 NORTH AMERICAN RESCUE LLC | RESCUE SUPPLIES | 660.00 |
| | INVOICES TOTAL: | 660.00 |

543101-DUES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|----------------------|------------------------|----------------|
| 1 SECRETARY OF STATE | NOTARY APPLICATION FEE | 10.00 |
| | INVOICES TOTAL: | 10.00 |

543900-COMMUNITY RELATIONS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--|-------------------------------|----------------|
| 1 CHARLES EQUIPMENT ENERGY SYSTEMS | EQUIPMENT RENTAL/NNO | 1,176.00 |
| 1 CHARLES EQUIPMENT ENERGY SYSTEMS | EQUIPMENT RENTAL/NNO | 3,570.50 |
| ** 1 CHICAGO HIGHLANDERS PIPES AND DRUMS | BAGPIPE PERFORMANCE/NNO | 250.00 |
| 1 GRECO AND SONS INC | FOOD PURCHASE/NAT'L NIGHT OUT | 4,211.83 |

** Indicates pre-issue check.

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| | | |
|----------------------|----------------------------|-----------------|
| 1 GRECO AND SONS INC | RETURN - NNO FOOD PURCHASE | -365.44 |
| 1 PROMOS 911 INC | STICKER BADGES | 396.15 |
| | INVOICES TOTAL: | 9,239.04 |

544001-PRISONER DETENTION

| <u>VENDOR</u> | <u>INVOICE DESCRIPTION</u> | <u>INVOICE AMOUNT</u> |
|------------------------|----------------------------|-----------------------|
| 1 ALBERTSONS - SAFEWAY | FOOD PURCHASE | 24.98 |
| | INVOICES TOTAL: | 24.98 |

545200-POLICE/FIRE COMMISSION

| <u>VENDOR</u> | <u>INVOICE DESCRIPTION</u> | <u>INVOICE AMOUNT</u> |
|-------------------|----------------------------|-----------------------|
| 1 TRANS UNION LLC | BACKGROUND CHECK FEES | 244.08 |
| | INVOICES TOTAL: | 244.08 |

1800-STREET MAINTENANCE

524120-UTILITIES

| <u>VENDOR</u> | <u>INVOICE DESCRIPTION</u> | <u>INVOICE AMOUNT</u> |
|--------------------------|----------------------------|-----------------------|
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 698.99 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 125.38 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 751.76 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 18.86 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 1,492.56 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 14.33 |
| 1 NICOR GAS | GAS BILL | 166.79 |
| 1 NICOR GAS | GAS BILL | 60.42 |
| 1 NICOR GAS | GAS BILL | 158.92 |
| | INVOICES TOTAL: | 3,488.01 |

526000-SERVICE TO MAINTAIN VEHICLES

| <u>VENDOR</u> | <u>INVOICE DESCRIPTION</u> | <u>INVOICE AMOUNT</u> |
|----------------------------------|----------------------------|-----------------------|
| 1 KAMMES AUTO & TRUCK REPAIR INC | VEHICLE MAINTENANCE | 5,448.43 |
| 1 POMP'S TIRE SERVICE INC | TIRE REPLACEMENT | 400.60 |
| 1 POMP'S TIRE SERVICE INC | CREDIT - DISPOSAL FEE | -14.00 |
| 1 PRECISE MRM LLC | VEHICLE MAINTENANCE | 2,411.41 |
| | INVOICES TOTAL: | 8,246.44 |

527100-SERVICES TO MAINTAIN STREETS

| <u>VENDOR</u> | <u>INVOICE DESCRIPTION</u> | <u>INVOICE AMOUNT</u> |
|-----------------------------|-----------------------------|-----------------------|
| 1 CAROL STREAM LAWN & POWER | CHAIN SAW REPAIRS | 247.04 |
| 1 DTN LLC | WEATHER INFORMATION SERVICE | 693.00 |
| | INVOICES TOTAL: | 940.04 |

527113-SERVICES TO MAINT. GROUNDS

| <u>VENDOR</u> | <u>INVOICE DESCRIPTION</u> | <u>INVOICE AMOUNT</u> |
|--------------------------------------|----------------------------|-----------------------|
| 1 ABBOTT TREE CARE PROFESSIONALS LLC | LAWN MAINTENANCE SERVICES | 1,093.75 |
| 1 ABBOTT TREE CARE PROFESSIONALS LLC | LAWN MAINTENANCE SERVICES | 2,393.75 |

** Indicates pre-issue check.

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| | | |
|----------------------------------|--------------------------------|-----------------|
| 1 C E SMITH LAWN MAINTENANCE INC | LANDSCAPING SERVICES | 160.00 |
| 1 CORNERSTONE LAND & LAWN INC | LANDSCAPE MAINTENANCE/AUG 2022 | 2,350.00 |
| 1 TRUGREEN | FERTILIZER APPLICATION | 851.68 |
| | INVOICES TOTAL: | 6,849.18 |

527130-SIDEWALK & CURB REPLACEMENT

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|----------------------------------|-----------------------------|-----------------|
| 1 ELMHURST CHICAGO STONE COMPANY | PSI AIR | 1,960.00 |
| 1 ELMHURST CHICAGO STONE COMPANY | PSI AIR | 2,186.25 |
| 1 YOGI PATEL | SIDEWALK & CURB REPLACEMENT | 1,249.00 |
| 1 WELCH BROS INC | CONCRETE MATERIALS | 326.40 |
| 1 WELCH BROS INC | WOOD STAKES | 64.80 |
| | INVOICES TOTAL: | 5,786.45 |

530100-MATERIALS & SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---------------------------------|--------------------------------|-----------------|
| 1 AIRGAS USA LLC | CYLINDER RENTAL | 231.14 |
| 1 ARLINGTON POWER EQUIPMENT INC | GLOVES | 150.54 |
| 1 AUTOZONE INC | MAINTENANCE SUPPLIES | 31.60 |
| 1 DULTMEIER SALES LLC | MATERIALS & SUPPLIES | 33.13 |
| 1 FLAT CAN RECYCLING | PAINT CAN RECYCLING FEES | 181.50 |
| 1 GRAINGER | MATERIALS & SUPPLIES | 56.79 |
| 1 GRAINGER | MATERIALS & SUPPLIES | 31.20 |
| 1 GRAINGER | MATERIALS & SUPPLIES | 50.07 |
| 1 HOME DEPOT CREDIT SERVICES | MATERIALS & SUPPLIES | 835.09 |
| 1 JSN CONTRACTORS SUPPLY | UTILITY MARKING FLAGS | 162.50 |
| 1 JSN CONTRACTORS SUPPLY | UTILITY MARKING PAINT/SUPPLIES | 152.70 |
| 1 NAPA AUTO PARTS | MAINTENANCE SUPPLIES | 20.08 |
| ** 1 PETTY CASH | PETTY CASH REIMBURSEMENT | 7.86 |
| | INVOICES TOTAL: | 1,944.20 |

530110-UNIFORMS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-------------------|------------------------|----------------|
| 1 CUTLER WORKWEAR | UNIFORMS | 236.95 |
| | INVOICES TOTAL: | 236.95 |

530160-SAFETY EQUIPMENT

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-----------------|--------------------------|----------------|
| ** 1 PETTY CASH | PETTY CASH REIMBURSEMENT | 7.45 |
| | INVOICES TOTAL: | 7.45 |

532010-FUEL PURCHASES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---------------|--------------------------|-----------------|
| ** 1 WEX BANK | FUEL PURCHASES - JULY 22 | 8,702.95 |
| | INVOICES TOTAL: | 8,702.95 |

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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532200-OFFICE SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-------------------------------|------------------------|----------------|
| 1 AMAZON CAPITAL SERVICES INC | TONER CARTRIDGES | 53.08 |
| 1 WAREHOUSE DIRECT | INK CARTRIDGE | 34.39 |
| 1 WAREHOUSE DIRECT | OFFICE SUPPLIES/COFFEE | 76.94 |
| 1 WAREHOUSE DIRECT | HAND SOAP | 23.79 |
| 1 WAREHOUSE DIRECT | INK CARTRIDGE | 30.25 |
| 1 WAREHOUSE DIRECT | COFFEE/SUPPLIES | 106.53 |
| INVOICES TOTAL: | | 324.98 |

534300-EQUIPMENT MAINTENANCE MATLS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|----------------------------------|----------------------------|-----------------|
| 1 AUTOZONE INC | MAINTENANCE SUPPLIES | 498.57 |
| 1 HAWK FORD OF ST CHARLES | MAINTENANCE SUPPLIES | 29.98 |
| 1 INTERSTATE BATTERY SYSTEM | MAINTENANCE SUPPLIES | 257.90 |
| 1 INTERSTATE BILLING SERVICE INC | MAINTENANCE SUPPLIES | 269.12 |
| 1 INTERSTATE BILLING SERVICE INC | MAINTENANCE SUPPLIES | 523.20 |
| 1 KONICA MINOLTA BUSINESS | COPIER MAINTENANCE SERVICE | 40.49 |
| 1 NAPA AUTO PARTS | MAINTENANCE SUPPLIES | 173.10 |
| INVOICES TOTAL: | | 1,792.36 |

534400-STREET MAINTENANCE MATERIALS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------------------|-----------------------|-----------------|
| 1 ALLIED ASPHALT PAVING COMPANY | ASPHALT PURCHASE | 331.60 |
| 1 ALLIED ASPHALT PAVING COMPANY | ASPHALT PURCHASE | 3,475.72 |
| 1 ALLIED ASPHALT PAVING COMPANY | ASPHALT PURCHASE | 3,484.40 |
| 1 TRAFFIC CONTROL & PROTECTION INC | SIGN MAKING MATERIALS | 155.00 |
| 1 WELCH BROS INC | GRAVEL PURCHASE | 456.75 |
| 1 WELCH BROS INC | GRAVEL PURCHASE | 196.00 |
| INVOICES TOTAL: | | 8,099.47 |

534800-STREET LIGHTS MAINT MATERIALS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-------------------------------|------------------------|-----------------|
| 1 CONSTANT ELECTRIC SUPPLY CO | STREET LIGHT MATERIALS | 5,925.00 |
| 1 STEINER ELECTRIC COMPANY | STREET LIGHT FIXTURES | 2,676.60 |
| INVOICES TOTAL: | | 8,601.60 |

541600-PROFESSIONAL DEVELOPMENT

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|--------------------------|----------------|
| ** 1 PETTY CASH | PETTY CASH REIMBURSEMENT | 45.26 |
| INVOICES TOTAL: | | 45.26 |

543800-STORMWATER FACILITIES MAINT

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------|--------------------------|----------------|
| 1 CORE & MAIN LP | MAINTENANCE SUPPLIES | 544.59 |
| 1 TERI MORSE | STORM SEWER IMPROVEMENTS | 4,481.12 |

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 5,025.71

2200-MFT EXPENDITURES

583005-MFT MAINTENANCE PROGRAM

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-----------------------------|-------------------------------|-----------------------------------|
| 1 CHASTAIN & ASSOCIATES LLC | NORTH AVE RESURFACING PROJECT | 7,083.30 |
| 1 SCHROEDER & SCHROEDER INC | CONCRETE REPLACEMENT PROJECT | 127,234.75 |
| | | <u>INVOICES TOTAL: 134,318.05</u> |

3000-DEBT SERVICE EXPENDITURES

523700-AGENTS FEES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-----------------|------------------------|-------------------------------|
| 1 UMB BANK N.A. | AGENT FEES/SERIES 2017 | 318.00 |
| | | <u>INVOICES TOTAL: 318.00</u> |

430000-DEVELOPER DEPOSITS FUND

262099-DEPOSIT-ORDINANCE 89-49

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-------------------------------|-------------------------------|----------------------------------|
| 1 BANBURY FAIR PROPERTIES INC | CASH BOND REDUCTION | 21,134.00 |
| 1 WILLIAM RYAN HOMES INC | BOND REFUND/1338 HIGHPOINT CT | 5,400.00 |
| | | <u>INVOICES TOTAL: 26,534.00</u> |

5000-WATER OPERATING EXPENSES

520025-DWC WATER AGREEMENT

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------------|--------------------------|-----------------------------------|
| ** 1 DUPAGE WATER COMMISSION | DWC WATER BILL - JUNE 22 | 569,105.88 |
| | | <u>INVOICES TOTAL: 569,105.88</u> |

522400-SERVICE AGREEMENTS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---------------------------------------|--------------------------------|----------------------------------|
| 1 CORNERSTONE LAND & LAWN INC | LANDSCAPE MAINTENANCE/AUG 2022 | 1,562.00 |
| 1 JOHNSON CONTROLS SECURITY SOLUTIONS | QUARTERLY BILLING | 90.00 |
| 1 OTM ENVIRONMENTAL SERVICES INC | WATER SYSTEM CHECKS/JULY 2022 | 9,400.00 |
| | | <u>INVOICES TOTAL: 11,052.00</u> |

522500-EQUIPMENT RENTALS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------------------|---------------------|-------------------------------|
| 1 VERIZON WIRELESS | WIRELESS SERVICES | 378.74 |
| | | <u>INVOICES TOTAL: 378.74</u> |

522720-PRINTING SERVICES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------|---------------------|----------------|
|--------|---------------------|----------------|

** Indicates pre-issue check.

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| | | |
|--------------------|---------------------|-------------------------------|
| 1 SEBIS DIRECT INC | AUGUST 2022 BILLING | 732.23 |
| | | INVOICES TOTAL: 732.23 |

524120-UTILITIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------------------------------|---------------------|---------------------------------|
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 75.07 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 56.70 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 213.95 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 53.30 |
| 1 CONSTELLATION NEW ENERGY INC | ELECTRIC BILL | 2,363.72 |
| | | INVOICES TOTAL: 2,762.74 |

526000-SERVICE TO MAINTAIN VEHICLES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|---------------------|------------------------------|
| 1 IVY LANE CORPORATION | VEHICLE MAINTENANCE | 47.58 |
| | | INVOICES TOTAL: 47.58 |

527120-SVCS TO MAINT MAINS/STORM LINE

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-----------------------------------|---------------------------|---------------------------------|
| 1 CORNERSTONE LAND & LAWN INC | TURF RESTORATION SERVICES | 1,685.00 |
| 1 MEADE ELECTRIC CO INC | CABLE RELOCATION FEES | 435.66 |
| 1 NORTHERN CHLORINATING & TAPPING | SERVICE CONNECTION FEE | 250.00 |
| 1 NORTHERN CHLORINATING & TAPPING | SERVICE CONNECTION FEES | 500.00 |
| 1 WELCH BROS INC | GRAVEL PURCHASE | 101.50 |
| 1 WELCH BROS INC | GRAVEL PURCHASE | 196.00 |
| 1 WELCH BROS INC | GRAVEL PURCHASE | 588.00 |
| | | INVOICES TOTAL: 3,756.16 |

530100-MATERIALS & SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------------|--------------------------|---------------------------------|
| 1 ACTION LOCK & KEY INC | DUPLICATE KEYS | 49.50 |
| 1 CORE & MAIN LP | MATERIALS & SUPPLIES | 5,364.76 |
| 1 CORE & MAIN LP | MATERIALS & SUPPLIES | 351.67 |
| 1 CORE & MAIN LP | MATERIALS & SUPPLIES | 424.48 |
| 1 HOME DEPOT CREDIT SERVICES | MATERIALS & SUPPLIES | 286.02 |
| ** 1 PETTY CASH | PETTY CASH REIMBURSEMENT | 7.86 |
| 1 PORTER PIPE & SUPPLY | MATERIALS & SUPPLIES | 654.51 |
| | | INVOICES TOTAL: 7,138.80 |

530120-CHEMICAL SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---------------|---------------------|-------------------------------|
| 1 HAWKINS INC | CHEMICAL SUPPLIES | 933.27 |
| | | INVOICES TOTAL: 933.27 |

530160-SAFETY EQUIPMENT

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-----------------|--------------------------|----------------|
| ** 1 PETTY CASH | PETTY CASH REIMBURSEMENT | 7.45 |

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 9/6/2022

INVOICES TOTAL: 7.45

532000-AUTOMOTIVE SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|--------------------------|-----------------|
| ** 1 WEX BANK | FUEL PURCHASES - JULY 22 | 1,347.33 |
| <u>INVOICES TOTAL:</u> | | <u>1,347.33</u> |

532200-OFFICE SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-------------------------------|------------------------|----------------|
| 1 AMAZON CAPITAL SERVICES INC | TONER CARTRIDGES | 53.08 |
| 1 WAREHOUSE DIRECT | INK CARTRIDGE | 34.40 |
| 1 WAREHOUSE DIRECT | OFFICE SUPPLIES/COFFEE | 76.95 |
| 1 WAREHOUSE DIRECT | HAND SOAP | 23.79 |
| 1 WAREHOUSE DIRECT | INK CARTRIDGE | 30.25 |
| 1 WAREHOUSE DIRECT | COFFEE/SUPPLIES | 106.53 |
| <u>INVOICES TOTAL:</u> | | <u>325.00</u> |

534300-EQUIPMENT MAINTENANCE MATLS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---------------------------|----------------------------|-----------------|
| 1 AUTOZONE INC | MAINTENANCE SUPPLIES | 150.81 |
| 1 GRAINGER | MAINTENANCE SUPPLIES | 234.08 |
| 1 HAWKINS INC | CHLORINE PUMP | 3,254.78 |
| 1 KONICA MINOLTA BUSINESS | COPIER MAINTENANCE SERVICE | 40.49 |
| <u>INVOICES TOTAL:</u> | | <u>3,680.16</u> |

534810-METER MAINTENANCE MATERIALS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|---------------------|----------------|
| 1 WATER RESOURCES INC | WATER METERS | 287.30 |
| <u>INVOICES TOTAL:</u> | | <u>287.30</u> |

541600-PROFESSIONAL DEVELOPMENT

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|--------------------------|----------------|
| ** 1 PETTY CASH | PETTY CASH REIMBURSEMENT | 45.25 |
| <u>INVOICES TOTAL:</u> | | <u>45.25</u> |

547072-DWC CAPITAL BUY IN PRINCIPAL

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------------|--------------------------|------------------|
| ** 1 DUPAGE WATER COMMISSION | DWC WATER BILL - JUNE 22 | 36,196.20 |
| <u>INVOICES TOTAL:</u> | | <u>36,196.20</u> |

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|-------------------------------|----------------|
| 1 MARK BOWMAN | REFUND/WATER BILL OVERPAYMENT | 49.17 |
| <u>INVOICES TOTAL:</u> | | <u>49.17</u> |

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 9/6/2022

5090-WATER CAPITAL PROJECTS EXP

581040-INFRASTRUCTURE REMOVAL

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---------------------------|------------------------|----------------|
| 1 DEIGAN & ASSOCIATES LLC | WELL WATER ABANDONMENT | 950.00 |
| | INVOICES TOTAL: | 950.00 |

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-------------------------------|--------------------------------|----------------|
| 1 CORNERSTONE LAND & LAWN INC | LANDSCAPE MAINTENANCE/AUG 2022 | 399.17 |
| | INVOICES TOTAL: | 399.17 |

522720-PRINTING SERVICES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------------------|------------------------|----------------|
| 1 SEBIS DIRECT INC | AUGUST 2022 BILLING | 732.24 |
| | INVOICES TOTAL: | 732.24 |

522800-ANALYTICAL TESTING

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-----------------------------|------------------------|----------------|
| 1 SUBURBAN LABORATORIES INC | SAMPLE TESTING | 281.50 |
| | INVOICES TOTAL: | 281.50 |

524120-UTILITIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------------------------------|------------------------|------------------|
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 109.97 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 26.88 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 78.36 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 19.58 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 19.38 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 14.32 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 24.70 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 42.12 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 10.58 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 29.09 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 36.26 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 48.92 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 15.27 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 4.74 |
| 1 CONSTELLATION NEW ENERGY INC | ELECTRIC BILL | 19,709.38 |
| 1 NICOR GAS | GAS BILL | 50.43 |
| 1 NICOR GAS | GAS BILL | 53.25 |
| 1 NICOR GAS | GAS BILL | 161.06 |
| 1 NICOR GAS | GAS BILL | 158.95 |
| | INVOICES TOTAL: | 20,613.24 |

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 9/6/2022**

524210-SLUDGE REMOVAL

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-----------------------|------------------------|------------------|
| 1 SYNAGRO CENTRAL LLC | SLUDGE DISPOSAL | 10,297.07 |
| | INVOICES TOTAL: | 10,297.07 |

526000-SERVICE TO MAINTAIN VEHICLES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-------------------|------------------------|-----------------|
| 1 PRECISE MRM LLC | VEHICLE MAINTENANCE | 1,232.41 |
| | INVOICES TOTAL: | 1,232.41 |

527120-SVCS TO MAINT MAINS/STORM LINE

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---------------------------------|------------------------|----------------|
| 1 ALLIED ASPHALT PAVING COMPANY | ASPHALT PURCHASE | 217.00 |
| | INVOICES TOTAL: | 217.00 |

530100-MATERIALS & SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------------|--------------------------|-----------------|
| 1 AIRGAS USA LLC | CYLINDER RENTAL | 231.14 |
| 1 AUTOZONE INC | MAINTENANCE SUPPLIES | 22.29 |
| 1 GRAINGER | MATERIALS & SUPPLIES | 225.83 |
| 1 HINCKLEY SPRING WATER CO | DISTILLED WATER | 49.52 |
| 1 HOME DEPOT CREDIT SERVICES | MATERIALS & SUPPLIES | 23.88 |
| 1 NORTH CENTRAL LABORATORIES | LAB SUPPLIES | 1,183.81 |
| ** 1 PETTY CASH | PETTY CASH REIMBURSEMENT | 7.86 |
| 1 PRO CHEM INC | CLEANING SUPPLIES/GLOVES | 1,206.02 |
| 1 UNITED LABORATORIES INC | MATERIALS & SUPPLIES | 5,173.38 |
| 1 USA BLUE BOOK | MATERIALS & SUPPLIES | 484.53 |
| | INVOICES TOTAL: | 8,608.26 |

530120-CHEMICAL SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---------------|------------------------|------------------|
| 1 HAWKINS INC | CHEMICAL SUPPLIES | 6,375.68 |
| 1 HAWKINS INC | CHEMICAL SUPPLIES | 30.00 |
| 1 HAWKINS INC | CHEMICAL SUPPLIES | 14,652.20 |
| 1 SOLENIS LLC | CHEMICAL SUPPLIES | 16,831.47 |
| | INVOICES TOTAL: | 37,889.35 |

530160-SAFETY EQUIPMENT

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-----------------|--------------------------|----------------|
| ** 1 PETTY CASH | PETTY CASH REIMBURSEMENT | 7.45 |
| | INVOICES TOTAL: | 7.45 |

532000-AUTOMOTIVE SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---------------|--------------------------|----------------|
| ** 1 WEX BANK | FUEL PURCHASES - JULY 22 | 5,261.53 |

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 9/6/2022**

INVOICES TOTAL: 5,261.53

532200-OFFICE SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-------------------------------|---------------------|----------------|
| 1 AMAZON CAPITAL SERVICES INC | TONER CARTRIDGES | 53.09 |
| 1 WAREHOUSE DIRECT | INK CARTRIDGE | 34.40 |
| 1 WAREHOUSE DIRECT | INK CARTRIDGES | 35.79 |
| 1 WAREHOUSE DIRECT | INK CARTRIDGE | 48.52 |
| 1 WAREHOUSE DIRECT | INK CARTRIDGE | 30.25 |
| <u>INVOICES TOTAL:</u> | | <u>202.05</u> |

534300-EQUIPMENT MAINTENANCE MATLS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---------------------------------|----------------------------|------------------|
| 1 BERRYMAN EQUIPMENT COMPANY | BLOWER MOTOR REPAIRS | 1,883.55 |
| 1 FLOW-TECHNICS INC | PUMP REPAIRS | 17,419.38 |
| 1 GRAINGER | MAINTENANCE SUPPLIES | 71.34 |
| 1 KONICA MINOLTA BUSINESS | COPIER MAINTENANCE SERVICE | 40.49 |
| 1 NAPA AUTO PARTS | MAINTENANCE SUPPLIES | 39.18 |
| 1 STANDARD EQUIPMENT COMPANY | MAINTENANCE SUPPLIES | 51.46 |
| 1 USA BLUE BOOK | EFFLUENT PUMP | 1,434.56 |
| 1 USA BLUE BOOK | EFFLUENT PUMP | 1,500.79 |
| 1 WEST SIDE ELECTRIC SUPPLY INC | ELECTRICAL SUPPLIES | 71.63 |
| <u>INVOICES TOTAL:</u> | | <u>22,512.38</u> |

541600-PROFESSIONAL DEVELOPMENT

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|--------------------------|----------------|
| ** 1 PETTY CASH | PETTY CASH REIMBURSEMENT | 45.25 |
| <u>INVOICES TOTAL:</u> | | <u>45.25</u> |

510000-SEWER FUND

200504-FRWRD PAYABLE

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|--------------------------------|-----------------|
| 1 FRWRD | KANE CO SEWER TREATMENT/AUG 22 | 1,051.73 |
| <u>INVOICES TOTAL:</u> | | <u>1,051.73</u> |

5190-SEWER CAPITAL PROJECTS EXP

582025-SANITARY SEWER EVALUATION

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|----------------------------|----------------------------|-------------------|
| 1 HOERR CONSTRUCTION INC | SANITARY SEWER LINING | 391,940.62 |
| 1 STRUCTURED SOLUTIONS LLC | GEOPOLYMER MANHOLE SEALING | 86,666.88 |
| <u>INVOICES TOTAL:</u> | | <u>478,607.50</u> |

582026-LIFT STATIONS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------|---------------------|----------------|
|--------|---------------------|----------------|

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
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| | | |
|----------------------------|----------------------------|-----------------|
| 1 TROTTER & ASSOCIATES INC | LIFT STATION REHAB PROJECT | 2,033.50 |
| | INVOICES TOTAL: | 2,033.50 |

582027-WWTP FACILITY IMPROVEMENTS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------------------------------|------------------------------|-------------------|
| 1 JOSEPH J HENDERSON & SON INC | BITTERSWEET WRF IMPROVEMENTS | 863,465.96 |
| 1 RUBINO ENGINEERING INC | CONCRETE COMPRESSION TESTING | 3,479.00 |
| 1 STRAND ASSOCIATES INC | BITTERSWEET DRIVE WRF - RPR | 30,691.95 |
| 1 STRAND ASSOCIATES INC | WRF - CONTRACT ADMIN | 57,610.00 |
| 1 STRAND ASSOCIATES INC | WRF - LOAN ASSISTANCE | 1,050.00 |
| 1 STRAND ASSOCIATES INC | WATER RECLAMATION FACILITY | 4,300.00 |
| | INVOICES TOTAL: | 960,596.91 |

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-------------------------|------------------------|----------------|
| 1 T2 SYSTEMS CANADA INC | MONTHLY EMS SERVICES | 400.00 |
| | INVOICES TOTAL: | 400.00 |

523800-RENT TO RAILROAD

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---------|--------------------------------|-----------------|
| 1 METRA | QTRLY LEASE PYMT/MAY-JULY 2022 | 1,098.86 |
| | INVOICES TOTAL: | 1,098.86 |

524120-UTILITIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------------------------|------------------------|----------------|
| 1 COMCAST | INTERNET SERVICE | 131.90 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 133.07 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 43.98 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 346.32 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 40.19 |
| 1 NICOR GAS | GAS BILL | 49.52 |
| | INVOICES TOTAL: | 744.98 |

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|----------------------------|----------------|
| 1 A & P GREASE TRAPPERS INC | GREASE TRAP MAINTENANCE | 100.00 |
| 1 ANDERSON PEST SOLUTIONS | PEST CONTROL SERVICES | 117.50 |
| 1 COLLEY ELEVATOR COMPANY | INPECTION FEE | 280.00 |
| 1 ERNEST WINDOWS INC | WINDOW CLEANING SERVICES | 150.00 |
| 1 GORDON FLESCH COMPANY INC | COPIER MAINTENANCE SERVICE | 59.83 |
| 1 JOHNSON CONTROLS SECURITY SOLUTIONS | QUARTERLY BILLING | 255.00 |
| 1 NITECH FIRE & SECURITY INDUSTRIES INC | BURGLAR ALARM MONITORING | 107.85 |

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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| | | |
|-------------|------|---------------------------------|
| 1 ROSCOE CO | MATS | 278.34 |
| | | INVOICES TOTAL: 1,348.52 |

524100-BUILDING MAINTENANCE SERVICES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------------------------|----------------------|-----------------------------|
| 1 ZIEGLER'S ACE HARDWARE | MATERIALS & SUPPLIES | 6.36 |
| | | INVOICES TOTAL: 6.36 |

524120-UTILITIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------------------------|---------------------|---------------------------------|
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 1,399.56 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 23.08 |
| | | INVOICES TOTAL: 1,422.64 |

530100-MATERIALS & SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|---------------------------|-------------------------------|
| 1 EDWARD DON & COMPANY | HAND TOWELS/COTTON GLOVES | 137.95 |
| 1 SYSCO CHICAGO INC | FOOD PURCHASE/SUPPLIES | 64.91 |
| 1 SYSCO CHICAGO INC | FOOD PURCHASE/SUPPLIES | 90.00 |
| | | INVOICES TOTAL: 292.86 |

532000-AUTOMOTIVE SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-------------------------|---------------------|---------------------------------|
| 1 MANSFIELD OIL COMPANY | GASOLINE PURCHASE | 1,565.48 |
| | | INVOICES TOTAL: 1,565.48 |

532200-OFFICE SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-------------------------------|-----------------------------|-------------------------------|
| 1 AMAZON CAPITAL SERVICES INC | COPY PAPER/WEDDING SUPPLIES | 15.00 |
| 1 AMAZON CAPITAL SERVICES INC | CASH REGISTER TAPE/SUPPLIES | 36.99 |
| 1 DELUXE | DEPOSIT TICKET BOOKS | 62.53 |
| | | INVOICES TOTAL: 114.52 |

534200-GOLF CART MAINTENANCE MATLS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-----------------------------|--------------------------------|-------------------------------|
| 1 NADLER GOLF CAR SALES INC | GOLF CART MAINTENANCE SUPPLIES | 205.97 |
| 1 NADLER GOLF CAR SALES INC | GOLF CART KEYS | 82.50 |
| | | INVOICES TOTAL: 288.47 |

534332-PURCHASES - GOLF BALLS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------------------------------|---------------------|---------------------------------|
| 1 ACUSHNET COMPANY | GOLF BALLS | 237.92 |
| 1 BRIDGESTONE GOLF INC | GOLF BALLS | 1,103.69 |
| 1 TAYLOR MADE GOLF COMPANY INC | GOLF BALLS | 286.44 |
| 1 TAYLOR MADE GOLF COMPANY INC | GOLF BALLS | 468.00 |
| | | INVOICES TOTAL: 2,096.05 |

** Indicates pre-issue check.

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534334-PURCHASES - GOLF GLOVES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------------------------------|---------------------|-----------------|
| 1 TAYLOR MADE GOLF COMPANY INC | GOLF GLOVES | 168.38 |
| 1 TAYLOR MADE GOLF COMPANY INC | GOLF GLOVES | 1,524.50 |
| INVOICES TOTAL: | | 1,692.88 |

534600-BUILDING MAINTENANCE MATERIALS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|----------------------------------|---------------------|----------------|
| 1 AMPERAGE ELECTRICAL SUPPLY INC | BATTERIES | 232.80 |
| INVOICES TOTAL: | | 232.80 |

5510-GOLF MAINTENANCE EXPENSES

522300-UNIFORM RENTALS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|---------------------|----------------|
| 1 CINTAS CORPORATION | UNIFORM RENTAL | 25.00 |
| 1 CINTAS CORPORATION | UNIFORM RENTAL | 25.00 |
| 1 CINTAS CORPORATION | UNIFORM RENTAL | 25.00 |
| 1 CINTAS CORPORATION | UNIFORM RENTAL | 25.00 |
| 1 CINTAS CORPORATION | UNIFORM RENTAL | 25.00 |
| INVOICES TOTAL: | | 125.00 |

524120-UTILITIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------------------------|---------------------|----------------|
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 466.44 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 7.68 |
| INVOICES TOTAL: | | 474.12 |

530100-MATERIALS & SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|----------------------|-----------------|
| 1 CHICAGOLAND TURF | MATERIALS & SUPPLIES | 2,891.25 |
| 1 CHICAGOLAND TURF | MATERIALS & SUPPLIES | 1,200.00 |
| INVOICES TOTAL: | | 4,091.25 |

532000-AUTOMOTIVE SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-------------------------|---------------------|-----------------|
| 1 MANSFIELD OIL COMPANY | GASOLINE PURCHASE | 1,565.48 |
| INVOICES TOTAL: | | 1,565.48 |

534300-EQUIPMENT MAINTENANCE MATLS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-----------------------------|----------------------|----------------|
| 1 CAROL STREAM LAWN & POWER | MAINTENANCE SUPPLIES | 74.40 |
| 1 CAROL STREAM LAWN & POWER | MAINTENANCE SUPPLIES | 88.56 |
| 1 NAPA AUTO PARTS | MAINTENANCE SUPPLIES | 7.85 |
| 1 O'REILLY AUTOMOTIVE INC | MAINTENANCE SUPPLIES | 171.00 |
| 1 REVELS TURF & TRACTOR LLC | MAINTENANCE SUPPLIES | 45.09 |
| 1 REVELS TURF & TRACTOR LLC | MAINTENANCE SUPPLIES | 110.61 |

** Indicates pre-issue check.

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| | | |
|-----------------------------|----------------------|--------|
| 1 REVELS TURF & TRACTOR LLC | MAINTENANCE SUPPLIES | 39.54 |
| INVOICES TOTAL: | | 537.05 |

534500-GROUNDS MAINTENANCE MATERIALS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------------------------------|----------------------|----------------|
| 1 1ST AYD CORPORATION | MAINTENANCE SUPPLIES | 180.48 |
| 1 CENTRAL SOD FARMS INC | SOD PURCHASE | 378.00 |
| 1 CHICAGOLAND TURF | MAINTENANCE SUPPLIES | 533.08 |
| 1 CHICAGOLAND TURF | MAINTENANCE SUPPLIES | 437.37 |
| 1 FAULKS BROS CONSTRUCTION INC | TOPDRESSING SAND | 2,160.85 |
| 1 HOME DEPOT CREDIT SERVICES | MATERIALS & SUPPLIES | 173.55 |
| INVOICES TOTAL: | | 3,863.33 |

534600-BUILDING MAINTENANCE MATERIALS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-----------------------------------|---------------------|----------------|
| 1 JENSEN'S PLUMBING & HEATING INC | A/C UNIT REPAIRS | 387.00 |
| INVOICES TOTAL: | | 387.00 |

534700-TREE MAINTENANCE MATLS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------------------------------------|-----------------------|----------------|
| 1 ABBOTT TREE CARE PROFESSIONALS LLC | TREE REMOVAL SERVICES | 1,850.00 |
| INVOICES TOTAL: | | 1,850.00 |

5520-GOLF DRIVING RANGE EXPENSES

530100-MATERIALS & SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------------------------------|---------------------|----------------|
| 1 TAYLOR MADE GOLF COMPANY INC | RANGE BALLS | 3,375.00 |
| INVOICES TOTAL: | | 3,375.00 |

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-----------------------|------------------------------|----------------|
| 1 A MAESTRANZI SONS | KNIFE SHARPENING | 20.00 |
| 1 ECOLAB INC | WATER SOFTENER RENTAL | 49.50 |
| 1 ERNEST WINDOWS INC | WINDOW CLEANING SERVICES | 150.00 |
| 1 GREAT LAKES SERVICE | MONTHLY SERVICE AGREEMENT | 108.33 |
| 1 GREAT LAKES SERVICE | MONTHLY SERVICE AGREEMENT | 45.83 |
| 1 SYSCO CHICAGO INC | ECOLAB DISH LEASE - MAY 2022 | 90.00 |
| INVOICES TOTAL: | | 463.66 |

524120-UTILITIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------------------------|---------------------|----------------|
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 233.07 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 3.85 |

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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INVOICES TOTAL: 236.92

530100-MATERIALS & SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|---------------------------|----------------|
| 1 EDWARD DON & COMPANY | HAND TOWELS/COTTON GLOVES | 82.77 |
| 1 GRECO AND SONS INC | FOOD PURCHASE/SUPPLIES | 31.99 |
| 1 GRECO AND SONS INC | FOOD PURCHASE/SUPPLIES | 42.33 |
| 1 GRECO AND SONS INC | FOOD PURCHASE/SUPPLIES | 61.34 |
| 1 GRECO AND SONS INC | FOOD PURCHASE/SUPPLIES | 34.49 |
| 1 SYSCO CHICAGO INC | FOOD PURCHASE/SUPPLIES | 64.91 |
| 1 SYSCO CHICAGO INC | FOOD PURCHASE/SUPPLIES | 20.00 |
| 1 SYSCO CHICAGO INC | PARING KNIFE | 14.15 |
| 1 SYSCO CHICAGO INC | FRYER | 33.77 |
| <u>INVOICES TOTAL:</u> | | <u>385.75</u> |

532200-OFFICE SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-------------------------------|-----------------------------|----------------|
| 1 AMAZON CAPITAL SERVICES INC | CASH REGISTER TAPE/SUPPLIES | 37.00 |
| 1 AMAZON CAPITAL SERVICES INC | PAPER CLIPS | 9.99 |
| 1 DELUXE | DEPOSIT TICKET BOOKS | 62.53 |
| <u>INVOICES TOTAL:</u> | | <u>109.52</u> |

534320-PURCHASES - FOOD & BEVERAGE

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-----------------------------------|------------------------|-----------------|
| 1 BREAKTHRU BEVERAGE ILLINOIS LLC | LIQUOR PURCHASE | 263.57 |
| 1 BREAKTHRU BEVERAGE ILLINOIS LLC | LIQUOR PURCHASE | 615.21 |
| 1 ELGIN BEVERAGE CO | BEER PURCHASE | 166.44 |
| 1 EUCLID BEVERAGE LLC | BEER PURCHASE | 184.00 |
| 1 EUCLID BEVERAGE LLC | BEER PURCHASE | 505.50 |
| 1 GRECO AND SONS INC | FOOD PURCHASE/SUPPLIES | 346.82 |
| 1 GRECO AND SONS INC | FOOD PURCHASE | 416.68 |
| 1 GRECO AND SONS INC | FOOD PURCHASE/SUPPLIES | 402.02 |
| 1 GRECO AND SONS INC | FOOD PURCHASE | 244.38 |
| 1 GRECO AND SONS INC | FOOD PURCHASE/SUPPLIES | 298.00 |
| 1 GRECO AND SONS INC | FOOD PURCHASE/SUPPLIES | 61.09 |
| 1 GRECO AND SONS INC | FOOD PURCHASE | 134.51 |
| 1 PEPSI BEVERAGES COMPANY | SOFT DRINK PURCHASE | 91.70 |
| 1 PEPSI BEVERAGES COMPANY | SOFT DRINK PURCHASE | 74.30 |
| 1 SCHAMBERGER BROTHERS INC | BEER PURCHASE | 196.90 |
| 1 SCHAMBERGER BROTHERS INC | BEER PURCHASE | 178.69 |
| 1 SCHAMBERGER BROTHERS INC | BEER PURCHASE | 178.69 |
| 1 SYSCO CHICAGO INC | FOOD PURCHASE/SUPPLIES | 539.72 |
| 1 SYSCO CHICAGO INC | FOOD PURCHASE/SUPPLIES | 687.00 |
| 1 SYSCO CHICAGO INC | FOOD PURCHASE/SUPPLIES | 412.00 |
| 1 SYSCO CHICAGO INC | FOOD PURCHASE | 1,113.00 |
| 1 TEC COFFEE & FOODS | COFFEE PURCHASE | 101.62 |
| <u>INVOICES TOTAL:</u> | | <u>7,211.84</u> |

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 9/6/2022**

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|------------------------------|-----------------|
| 1 ALSCO | LINEN SERVICES | 124.09 |
| 1 ALSCO | LINEN SERVICES | 278.53 |
| 1 ALSCO | LINEN SERVICES | 467.07 |
| 1 ECOLAB INC | WATER SOFTENER RENTAL | 49.50 |
| 1 ERNEST WINDOWS INC | WINDOW CLEANING SERVICES | 150.00 |
| 1 GREAT LAKES SERVICE | MONTHLY SERVICE AGREEMENT | 108.34 |
| 1 GREAT LAKES SERVICE | MONTHLY SERVICE AGREEMENT | 45.84 |
| 1 MLA WHOLESALE INC | FLOWERS | 45.00 |
| 1 SYSCO CHICAGO INC | ECOLAB DISH LEASE - MAY 2022 | 90.00 |
| INVOICES TOTAL: | | 1,358.37 |

522500-EQUIPMENT RENTALS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-----------------------------|---------------------|----------------|
| 1 ELEGANT PRESENTATIONS INC | TABLE RENTAL | 160.61 |
| INVOICES TOTAL: | | 160.61 |

523100-ADVERTISING

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------------------------|---------------------|----------------|
| 1 THE KNOT WORLDWIDE INC | ADVERTISING | 882.00 |
| INVOICES TOTAL: | | 882.00 |

524120-UTILITIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------------------------|---------------------|----------------|
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 233.06 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 3.85 |
| INVOICES TOTAL: | | 236.91 |

530100-MATERIALS & SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|---------------------------|----------------|
| 1 EDWARD DON & COMPANY | HAND TOWELS/COTTON GLOVES | 122.28 |
| 1 GRECO AND SONS INC | FOOD PURCHASE/SUPPLIES | 42.33 |
| 1 GRECO AND SONS INC | FOOD PURCHASE/SUPPLIES | 61.35 |
| 1 GRECO AND SONS INC | FOOD PURCHASE/SUPPLIES | 34.49 |
| 1 MLA WHOLESALE INC | FLOWERS | 55.45 |
| 1 MLA WHOLESALE INC | FLOWERS | 214.75 |
| 1 SIGNARAMA | WEDDING BANNER | 65.00 |
| 1 SYSCO CHICAGO INC | FOOD PURCHASE/SUPPLIES | 94.92 |
| 1 SYSCO CHICAGO INC | FOOD PURCHASE/SUPPLIES | 75.00 |
| 1 SYSCO CHICAGO INC | PARING KNIFE | 14.15 |
| 1 SYSCO CHICAGO INC | FRYER | 33.77 |
| INVOICES TOTAL: | | 813.49 |

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 9/6/2022**

532200-OFFICE SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-------------------------------|-----------------------------|----------------|
| 1 AMAZON CAPITAL SERVICES INC | COPY PAPER/WEDDING SUPPLIES | 76.68 |
| 1 DELUXE | DEPOSIT TICKET BOOKS | 62.54 |
| 1 WAREHOUSE DIRECT | MONTHLY PLANNER REFILL | 22.03 |
| | INVOICES TOTAL: | 161.25 |

534320-PURCHASES - FOOD & BEVERAGE

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-----------------------------------|-------------------------|------------------|
| 1 ALBERTSONS - SAFEWAY | FOOD PURCHASES | 411.82 |
| 1 THE BAKING INSTITUTE BAKERY CO | WEDDING CAKE | 250.99 |
| 1 BREAKTHRU BEVERAGE ILLINOIS LLC | LIQUOR PURCHASE | 1,010.96 |
| 1 BREAKTHRU BEVERAGE ILLINOIS LLC | LIQUOR PURCHASE | 1,435.49 |
| 1 EUCLID BEVERAGE LLC | BEER PURCHASE | 1,145.04 |
| 1 FORTUNE FISH & GOURMET | FOOD PURCHASE | 295.21 |
| 1 GORDON FOOD SERVICE INC | FOOD PURCHASE | 188.94 |
| 1 GORDON FOOD SERVICE INC | FOOD PURCHASE | 218.25 |
| 1 GRECO AND SONS INC | FOOD PURCHASE/SUPPLIES | 404.22 |
| 1 GRECO AND SONS INC | FOOD PURCHASE/SUPPLIES | 459.04 |
| 1 GRECO AND SONS INC | FOOD PURCHASE | 256.90 |
| 1 GRECO AND SONS INC | FOOD PURCHASE | 75.22 |
| 1 GRECO AND SONS INC | FOOD PURCHASE/SUPPLIES | 946.37 |
| 1 GRECO AND SONS INC | FOOD PURCHASE/SUPPLIES | 160.82 |
| 1 GRECO AND SONS INC | FOOD PURCHASE | 134.52 |
| 1 IL GIARDINO DEL DOLCE INC | CAKE PURCHASE | 68.50 |
| 1 IL GIARDINO DEL DOLCE INC | MINI PASTRIES & COOKIES | 152.50 |
| 1 IL GIARDINO DEL DOLCE INC | CAKE PURCHASE | 226.50 |
| 1 LAKESHORE BEVERAGE | BEER PURCHASE | 79.31 |
| 1 PEPSI BEVERAGES COMPANY | SOFT DRINK PURCHASE | 74.31 |
| 1 SYSCO CHICAGO INC | FOOD PURCHASE | 11.49 |
| 1 SYSCO CHICAGO INC | FOOD PURCHASE/SUPPLIES | 1,877.18 |
| 1 SYSCO CHICAGO INC | FOOD PURCHASE/SUPPLIES | 2,071.67 |
| 1 SYSCO CHICAGO INC | FOOD PURCHASE/SUPPLIES | 492.68 |
| 1 SYSCO CHICAGO INC | FOOD PURCHASE | 325.37 |
| | INVOICES TOTAL: | 12,773.30 |

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|----------------------|------------------------|----------------|
| 1 GRECO AND SONS INC | FOOD PURCHASE/SUPPLIES | 42.33 |
| 1 SYSCO CHICAGO INC | FOOD PURCHASE/SUPPLIES | 94.92 |
| 1 SYSCO CHICAGO INC | FOOD PURCHASE/SUPPLIES | 141.24 |
| | INVOICES TOTAL: | 278.49 |

534320-PURCHASES - FOOD & BEVERAGE

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------|---------------------|----------------|
|--------|---------------------|----------------|

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 9/6/2022**

| | | |
|-----------------------------------|------------------------|-----------------|
| 1 BREAKTHRU BEVERAGE ILLINOIS LLC | LIQUOR PURCHASE | 862.40 |
| 1 BREAKTHRU BEVERAGE ILLINOIS LLC | LIQUOR PURCHASE | 792.00 |
| 1 ELGIN BEVERAGE CO | BEER PURCHASE | 200.55 |
| 1 ELGIN BEVERAGE CO | BEER PURCHASE | 36.00 |
| 1 EUCLID BEVERAGE LLC | BEER PURCHASE | 570.34 |
| 1 EUCLID BEVERAGE LLC | BEER PURCHASE | 65.60 |
| 1 EUCLID BEVERAGE LLC | BEER PURCHASE | 313.56 |
| 1 GORDON FOOD SERVICE INC | FOOD PURCHASE | 299.60 |
| 1 GORDON FOOD SERVICE INC | FOOD PURCHASE | 367.95 |
| 1 GRECO AND SONS INC | FOOD PURCHASE/SUPPLIES | 307.20 |
| 1 GRECO AND SONS INC | FOOD PURCHASE | 380.00 |
| 1 GRECO AND SONS INC | FOOD PURCHASE/SUPPLIES | 20.00 |
| 1 GRECO AND SONS INC | FOOD PURCHASE | 190.00 |
| 1 LAKESHORE BEVERAGE | BEER PURCHASE | 182.87 |
| 1 LAKESHORE BEVERAGE | BEER PURCHASE | 59.25 |
| 1 PEPSI BEVERAGES COMPANY | SOFT DRINK PURCHASE | 202.02 |
| 1 PEPSI BEVERAGES COMPANY | SOFT DRINK PURCHASE | 161.48 |
| 1 SCHAMBERGER BROTHERS INC | BEER PURCHASE | 159.20 |
| 1 SCHAMBERGER BROTHERS INC | BEER PURCHASE | 113.68 |
| 1 SYSCO CHICAGO INC | FOOD PURCHASE/SUPPLIES | 804.04 |
| 1 SYSCO CHICAGO INC | FOOD PURCHASE/SUPPLIES | 260.00 |
| 1 SYSCO CHICAGO INC | FOOD PURCHASE/SUPPLIES | 85.00 |
| 1 SYSCO CHICAGO INC | FOOD PURCHASE | 167.00 |
| 1 TEC COFFEE & FOODS | COFFEE PURCHASE | 101.63 |
| | INVOICES TOTAL: | 6,701.37 |

6000-CENTRAL SERVICES EXPENSES

516500-UNEMPLOYMENT BENEFITS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--|------------------------|-----------------|
| ** 1 ILLINOIS DIRECTOR OF EMPLOYMENT SECUR | UNEMPLOYMENT BENEFITS | 1,702.50 |
| | INVOICES TOTAL: | 1,702.50 |

522400-SERVICE AGREEMENTS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---------------------------|-----------------|
| 1 JOHNSON CONTROLS SECURITY SOLUTIONS | QUARTERLY BILLING | 222.00 |
| 1 JOHNSON CONTROLS SECURITY SOLUTIONS | RADIO UPGRADE | 656.66 |
| 1 MIDWEST MECHANICAL | MAINTENANCE AGREEMENT | 3,174.00 |
| 1 MIDWEST MECHANICAL | MAINTENANCE AGREEMENT | 402.00 |
| 1 NITECH FIRE & SECURITY INDUSTRIES INC | DEPOT MUSEUM ALARM SYSTEM | 560.00 |
| | INVOICES TOTAL: | 5,014.66 |

522700-COMPUTER SERVICES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-----------|---------------------------|-----------------|
| 1 VC3 INC | MONTHLY SERVICE AGREEMENT | 2,090.90 |
| | INVOICES TOTAL: | 2,090.90 |

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 9/6/2022**

522720-PRINTING SERVICES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|-----------------------------|-----------------|
| 1 PLERUS | AUGUST/SEPTEMBER BARTLETTER | 4,758.48 |
| INVOICES TOTAL: | | 4,758.48 |

524100-BUILDING MAINTENANCE SERVICES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|----------------------------------|--------------------------|-----------------|
| 1 ALLEGIANT FIRE PROTECTION LLC | FIRE ALARM PANEL REPAIRS | 355.00 |
| 1 ANDERSON PEST SOLUTIONS | PEST CONTROL SERVICES | 239.60 |
| 1 C E SMITH LAWN MAINTENANCE INC | WEED ABATEMENT | 120.00 |
| 1 C E SMITH LAWN MAINTENANCE INC | WEED ABATEMENT | 45.00 |
| 1 C E SMITH LAWN MAINTENANCE INC | WEED ABATEMENT | 120.00 |
| 1 MIDWEST MECHANICAL | A/C UNIT REPAIRS | 843.89 |
| INVOICES TOTAL: | | 1,723.49 |

524110-TELEPHONE

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------------|--------------------------------|------------------|
| 1 BLACK BOX NETWORK SERVICES | PHONE SYSTEM SUPPORT AGREEMENT | 12,304.00 |
| ** 1 COMCAST | TELEPHONE BILL | 4,298.31 |
| 1 COMCAST | INTERNET SERVICE | 218.40 |
| INVOICES TOTAL: | | 16,820.71 |

524120-UTILITIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------------------------|---------------------|----------------|
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 104.82 |
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 23.56 |
| INVOICES TOTAL: | | 128.38 |

530100-MATERIALS & SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|----------------------------------|----------------------------|-----------------|
| 1 ALBERTSONS - SAFEWAY | FOOD PURCHASE | 126.47 |
| 1 GREAT LAKES COCA-COLA | SOFT DRINK PURCHASE | 288.50 |
| 1 GREAT LAKES COCA-COLA | SOFT DRINK PURCHASE | 196.70 |
| 1 WAREHOUSE DIRECT | PLASTIC FORKS/TABLE COVERS | 62.41 |
| 1 WAREHOUSE DIRECT | PAPER TOWELS/TRASH BAGS | 720.59 |
| 1 WESTERN FIRST AID & SAFETY LLC | FIRST AID SUPPLIES | 68.79 |
| INVOICES TOTAL: | | 1,463.46 |

541600-PROFESSIONAL DEVELOPMENT

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------|---------------------|-----------------|
| 1 ESRI INC | GIS TRAINING | 1,640.00 |
| INVOICES TOTAL: | | 1,640.00 |

546900-CONTINGENCIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|--------------------------|---------------------|----------------|
| 1 TOWN & COUNTRY GARDENS | FLOWERS | 193.98 |

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 9/6/2022**

INVOICES TOTAL: 193.98

570100-MACHINERY & EQUIPMENT

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|------------------------------------|---------------------|-------------------------------|
| 1 CENTER FOR INTERNET SECURITY INC | INTERNET SERVICES | 208.05 |
| | | <u>INVOICES TOTAL: 208.05</u> |

7000-POLICE PENSION EXPENDITURES

529000-OTHER CONTRACTUAL SERVICES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|-----------------------|---------------------------------|---------------------------------|
| 1 FOSTER & FOSTER INC | POLICE PENSION ACTUARIAL REPORT | 3,642.00 |
| | | <u>INVOICES TOTAL: 3,642.00</u> |

GRAND TOTAL: 2,937,314.06

| | |
|-------------------------|---------------------|
| GENERAL FUND | 488,027.47 |
| MOTOR FUEL TAX FUND | 134,318.05 |
| DEBT SERVICE FUND | 318.00 |
| DEVELOPER DEPOSITS FUND | 26,534.00 |
| WATER FUND | 638,795.26 |
| SEWER FUND | 1,550,588.54 |
| PARKING FUND | 2,243.84 |
| GOLF FUND | 57,102.29 |
| CENTRAL SERVICES FUND | 35,744.61 |
| POLICE PENSION FUND | 3,642.00 |
| GRAND TOTAL | 2,937,314.06 |

** Indicates pre-issue check.

MIREYA FLORES



Sergeant Mireya Flores has been with the Bartlett Police Department for 17 years. She previously served as a crime prevention officer, D.A.R.E. officer, field training officer, and officer-in-charge. During her tenure as the crime prevention officer, she helped plan and organize the Village of Bartlett's first place National Night Out celebrations in 2010, 2012, and 2016. Sergeant Flores earned her bachelor's degree from Lewis University. She will serve as one of the four sergeants in the patrol division.

TOM ALAGNA



Commander Tom Alagna has been with the Bartlett Police Department for 14 years. He was promoted to the rank of sergeant in 2019. Commander Alagna previously served as a crime prevention officer, D.A.R.E. officer, detective, and directed patrol team supervisor. He earned his bachelor's degree from Benedictine University and is expected to complete his master's degree in organizational leadership from Judson University. Commander Alagna will serve as the Investigations and Support Services Commander.

WILLIAM E. NAYDENOFF



Deputy Chief William E. Naydenoff has been with the Bartlett Police Department for 17 years. He was promoted to the rank of sergeant in 2011 and the rank of commander in 2017. Deputy Chief Naydenoff previously served as a directed patrol team officer, directed patrol team supervisor, and the Investigations and Support Services Commander. He earned his bachelor's degree from Illinois State University and his master's degree in organizational leadership from Judson University. Deputy Chief Naydenoff will serve as the Deputy Chief of Support Services.

BIKE AND RUN PLAN ADVISORY COMMITTEE

CHAIRMAN APPOINTMENT

SEPTEMBER 6, 2022

With the advice and consent of the Village Board, I move to appoint Adam Hopkins to serve as Chairman of the Bike and Run Plan Advisory Committee beginning September 6, 2022 and ending on September 6, 2023.

Motion to Concur to the Appointment of Adam Hopkins as Chairman of the Bike and Run Plan Advisory Committee

A PROCLAMATION CELEBRATING THE 130th ANNIVERSARY OF BARTLETT CEMETERY

WHEREAS, Bartlett residents went to the polls in April of 1892 and voted 35 to 4 in favor of purchasing land for a municipal cemetery; and

WHEREAS, a board committee consisting of August Schick, Charles F. Schultz and John C. Carr immediately took steps to procure a suitable piece of property to serve as a final resting place for the people of this new community; and

WHEREAS, on May 9, 1892 the village board of trustees agreed to issue bonds totaling \$1,000 to complete the purchase of a 6-acre tract at the end of North Avenue from Bartlett shopkeeper and former trustee Henry Waterman and in October of that same year, the site was officially dedicated as Bartlett Cemetery; and

WHEREAS, prior to the dedication, trustees passed Ordinance No. 38, which contained 21 sections concerned with the many aspects of running and caring for the new cemetery, including setting values for the lots, which ranged from \$5 to \$30, and creating the office of village sexton, whose duties included reporting all cemetery deeds and internments under oath to the board and also hiring a designated grave digger; and

WHEREAS, since Rev. Gustav Hagemann, the first minister of what is now Immanuel United Church of Christ, became the first adult to be buried at Bartlett Cemetery, it has become the burial ground for young and old, citizens and civic leaders, including George Struckman, Bartlett's first village president, who died on May 23, 1920, as well as five other village presidents, John J. O'Brien, Charles F. Schultz, Ben Schultz, William Tiknis, and John Buelting and multiple village trustees; and

WHEREAS, for many decades, Bartlett Cemetery has always shined brightest during the annual Memorial Day Walk and Remembrance, when residents, family and friends turn out to honor the many, many local veterans, our village heroes, who are at rest there.

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, do hereby call upon everyone to commemorate the 130th anniversary of Bartlett Cemetery. May it continue to serve our community as a beautiful place for people to come together to celebrate, mourn, reflect and remember what is sacred in life.

Dated this 6th day of September 2022



Kevin Wallace, Village President



Agenda Item Executive Summary

Item Name Bannerman's Sportsgrill (Lot 15 Brewster Creek
Business Park) Committee
or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Petitioner is requesting a **site plan review** for a proposed 10,000 square foot restaurant and bar with an outdoor seating and recreation area on 8.1 acres on the south side of Hardt Circle in Brewster Creek Business Park.

The Petitioner is also requesting **special use permits** to allow a restaurant serving liquor, and indoor and outdoor live entertainment. Outdoor entertainment would take place on a stage located to the northwest of the proposed building.

The Petitioner has agreed to rotate the stage 5 degrees clockwise, install a sound wall on the east side of the stage, and limit the decibel level as measured at the mixing station to 92 dBC.

The **Planning and Zoning Commission** held the required public hearing, reviewed the petitioner's requests and **recommended approval** at their meeting on August 4, 2022.

The **Committee of the Whole** reviewed the petition at their meeting on **August 16, 2022** and **forwarded this item onto the Village Board for a final vote.** (The petitioner updated the site plan to identify a smoking area as required by the Committee of the Whole.)

ATTACHMENTS (PLEASE LIST)

PDS memo, ordinance and exhibits

ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance - Move to Approve Ordinance #2022-_____ **An Ordinance Approving A Site Plan And Granting Special Use Permits For Bannerman's Sportsgrill**
- Motion

Staff: Kristy Stone, Interim PDS Director

Date: 8.23.2022

PLANNING & DEVELOPMENT SERVICES MEMORANDUM

22-75

DATE: August 18, 2022
TO: Paula Schumacher, Village Administrator
FROM: Kristy Stone, Interim Planning and Development Services Director *KS*
RE: **(#22-02) Bannerman's Sportsgrill**

PETITIONER

Mac Maqsood

SUBJECT SITE

Lot 15 in the Brewster Creek Business Park

REQUESTS

Site Plan Review

Special Use Permits – for a restaurant serving liquor, and live indoor and outdoor entertainment

SURROUNDING LAND USES

| | <u>Land Use</u> | <u>Comprehensive Plan</u> | <u>Zoning</u> |
|---------------------|-------------------------|----------------------------------|----------------------|
| Subject Site | Vacant | Mixed Use Business Park | I-2 EDA |
| North | Light Industrial/Vacant | Mixed Use Business Park | I-2 EDA |
| South | Industrial Condos | Mixed Use Business Park | I-2 EDA |
| East | Industrial | Mixed Use Business Park | I-2 EDA |
| West | Industrial | Mixed Use Business Park | I-2 EDA |

DISCUSSION

1. The Petitioner is requesting a **site plan review** for a proposed 10,000 square foot restaurant and bar with an outdoor seating and recreation area on 8.1 acres on the south side of Hardt Circle in Brewster Creek Business Park.
2. The exterior of the proposed building would consist of gray metal batten siding and gray face brick. The maximum building height is 21'-8".
3. The floor plans show a total of 272 seats indoors, with an additional 72 seats located in the outdoor seating area. The floor plans also show bench seating for approximately 50 people and a lawn seating area in front of the stage.

4. The site plan identifies a total of 189 parking spaces, seven (7) of which are accessible spaces, including 178 customer spaces to the east of the building and 11 employee spaces to the north west of the building. This exceeds the Zoning Ordinance requirement of 171 parking spaces.
5. Two curb cuts are proposed along Hardt Circle. Employee vehicles, deliveries, and trash service will enter the site from the western curb cut. Customer vehicles will utilize the eastern curb cut.
6. The petitioner is also requesting **special use permits** to allow a restaurant serving liquor, and indoor and outdoor live entertainment.
7. The outdoor stage would be located to the northwest of the building, facing southwest. The nearest residence is approximately 1,600 feet from the stage and buffered by evergreen trees, buildings, and berms.
8. The proposed hours of operation are as follows;

| <u>Day</u> | <u>Restaurant</u> | <u>Outdoor patio</u> | <u>Outdoor Live Entertainment*</u> |
|-------------------|--------------------|----------------------|------------------------------------|
| Sunday – Tuesday | 11:00am – Midnight | 11:00am – 11:00pm | Music to end by 10:00pm |
| Wednesday | 11:00am – 1:00am | 11:00am – Midnight | Music to end by 10:00pm |
| Thursday | 11:00am – 1:00am | 11:00am – Midnight | Music to end by 11:00pm |
| Friday – Saturday | 11:00am – 2:00am | 11:00am – 1:00am | Music to end by 11:00pm |

* The proposed hours meet the Village's amplifier regulations.

9. The site plan also shows 2 bocce ball courses and 2 bean bag toss set ups to the south of the building.
10. A 6-foot-high aluminum rail fence is proposed around the outdoor entertainment and seating area. The portion of the fence to the north of the stage would be a solid screen fence. Emergency exit gates have been provided in the fence to the north and south of the building.
11. The landscape, photometric and engineering plans are currently under review.

RECOMMENDATION

- I. The Staff recommends **approval** of the petitioner's requests for, site plan review and special use permits subject to the following conditions and findings of fact:
 - A. Building permits shall be required for all construction activities;
 - B. Install a sound wall on the east side of the stage as recommended in the sound study prepared by Acoustic Associates.
 - C. The band sound level at the mixing station shall not exceed 92 dBC. The sound engineer shall determine the Leq of the music based on 15-minute periods. This measurement shall be done on an hourly basis. Logs of this data shall be kept for Village review.
 - D. Bannerman's shall obtain amplifier permits for all outdoor concerts. An amplifier permit may be denied by the Planning & Development Services Director or designee from an applicant who has previously received documented complaints by the Police Department or Code Enforcement of excessive noise or extending the amplification beyond the permitted hours of operation.
 - E. Outdoor live entertainment shall be limited to the hours of 11:00 am to 10:00 pm Sunday through Wednesday, and 11:00 am to 11:00 pm Thursday through Saturday.
 - F. In the event noise complaints occur, are verified by village staff, and are determined to be a nuisance as defined in Section 4-3-4 of the Municipal Code, the petitioner shall provide a sound study paid at their expense, and be required to install mitigation measures deemed necessary by the Village's environmental consultant.
 - G. Village Engineer approval of the engineering plans;
 - H. Landscaping must be installed within one year of the issuance of a building permit;
 - I. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to the Planning & Development Services Department for review and approval by the Village Forester and a bond posted in the approved amount for its future installation;
 - J. All proposed signage shall require permits and approval from the Planning & Development Services Department prior to installation;
 - K. A Public Improvements Completion Agreement (PICA) must be submitted and approved by the Village;
 - L. Findings of fact (site plan):
 - i. That the proposed restaurant serving liquor is allowed as a special use in the I-2 EDA Zoning District;
 - ii. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
 - iii. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
 - iv. That the site plan provides for the safe movement of pedestrians

- within the site;
 - v. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)
- M. Findings of fact (special use permits):
- a. The proposed restaurant serving liquor, and live indoor and outdoor entertainment events are desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the community;
 - b. That the proposed Special Uses will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
 - c. That the Special Uses shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.
2. The petitioner submitted the attached sound study by Acoustic Associates, Ltd dated July 8, 2022. The petitioner and his consultant met with staff and the Village's environmental consultant to discuss sound mitigation measures on July 27, 2022. Based on that discussion, the petitioner submitted the attached Sound Study Addendum 1 dated August 1, 2022. **After the staff report was written for the Planning and Zoning Commission meeting, the petitioner agreed to rotate the stage 5 degrees clockwise, install a sound wall on the east side of the stage, and limit the decibel level as measured at the mixing station to 92 dBC.** Based on the addendum to the sound study and discussions with the petitioner, prior to the Planning and Zoning Commission meeting, staff distributed an additional memorandum to the Planning and Zoning Commission revising conditions B and C in their recommendation with the following:
- B. Rotate the stage 5 degrees clockwise and install a sound wall on the east side of the stage as recommended in the sound study addendum #1 prepared by Acoustics Associates, Ltd dated August 1, 2022.
 - C. The band sound level at the mixing station shall not exceed 92 dBC at any time. The sound engineer shall determine the Leq of the music based on 15-minute periods. This measurement shall be done on an hourly basis. Logs of this data shall be kept for Village review
3. The **Planning and Zoning Commission** held the required public hearing, reviewed the petitioner's requests and **recommended approval** of all the requests at their meeting on August 4, 2022 subject to the conditions, including the revisions to B and C, and the findings of fact in the staff report.

4. The **Committee of the Whole** reviewed the petition at their meeting on **July 19, 2022** and **forwarded this item onto the Village Board for a final vote**. As requested by the Committee, the site plan has been updated to show a designated smoking area and the dimensions between the smoking area and the courts and patio.
5. The Ordinance approving the variation requests is attached for your review and consideration.

djk/attachments

x:\comdev\memos 2022\075_bannermans_vb.docx

ORDINANCE 2022 - _____

AN ORDINANCE APPROVING A SITE PLAN AND GRANTING SPECIAL USE PERMITS FOR BANNERMAN'S SPORTS GRILL

WHEREAS, Triumph Construction Services Corporation, (the "Owner") is the legal owner of the property legally described on **Exhibit A**, and is hereinafter referred to as the "Subject Property"; and

WHEREAS, the Subject Property lies within the corporate limits of the Village of Bartlett and is zoned I-2 EDA (General Economic Development Area District); and

WHEREAS, Said ("Mac") Maqsood, on behalf of Jacqueline Maqsood, the contract purchaser, and on behalf of Friedman Enterprises Corporation, an Illinois corporation doing business under the assumed name Bannerman's Sports Grill, the developer (hereinafter collectively referred to as the "Petitioner"), has filed a petition (the "Petition") for (1) a site plan approval, and (2) special use permits to allow (a) a restaurant to serve liquor, and (b) live indoor and outdoor entertainment (the "Special Use Permits") on the Subject Property; and

WHEREAS, the Owner of the Subject Property has consented to the Petition; and

WHEREAS, the Bartlett Planning and Zoning Commission (the "P&Z Commission") reviewed the Petition with respect to the Site Plan, and conducted the required public hearing with respect to the Special Use Permits for the Subject Property at their meeting on August 4, 2022 (Case #22-02) and has recommended to the Corporate Authorities that the Site Plan be approved and the Special Use Permits to allow (a) a

restaurant to serve liquor, and (b) live indoor and outdoor entertainment be granted, based on the findings of fact and subject to the conditions set forth in its report; and;

WHEREAS, the Corporate Authorities have determined that it is in the public interest to approve of the Site Plan and grant the Special Use Permits recommended by the P&Z Commission based on the findings of fact and conditions set forth in the P&Z Commission report, and based on the findings of fact set forth in Sections One and Three of this Ordinance, subject to the conditions set forth in Section Five of this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the “Corporate Authorities”) as follows:

SECTION ONE: That based in part on the conditions set forth in Section Five of this Ordinance, the Corporate Authorities do hereby make the following findings of fact with respect to the Site Plan (hereinafter defined):

- A. That the proposed use of a restaurant serving liquor and live indoor and outdoor entertainment are allowed as special uses in the I-2 EDA Zoning District, the zoning district in which the Subject Property is located;
- B. That the proposed arrangement of building, off-street parking, access, lighting, landscaping, and stormwater control is compatible with adjacent land uses;
- C. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
- D. That the site plan provides for the safe movement of pedestrians within the site;

- E. That there is a sufficient mixture of landscaping within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses, and will satisfy the requirements outlined in the Bartlett Zoning Ordinance. Any part of the site not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs. (All landscape improvements shall be in compliance with Chapter 11A, Landscape Requirements, of Title 10 of the Bartlett Municipal Code.)

SECTION TWO: That the architectural site plan prepared by Eggersdorfer Architects & Assoc. INC., dated June 15, 2022, last revised August 23, 2022 (the "Architectural Site Plan") attached hereto as **Exhibit B**; the Exterior Elevations, prepared by Eggersdorfer Architects & Assoc. INC., dated June 10, 2022 (the "Elevations") attached hereto as **Exhibit C**; the Floor Plan, prepared by Eggersdorfer Architects & Assoc. INC., dated June 10, 2022 (the "Floor Plan") attached hereto as **Exhibit D**; are expressly made a part of this Ordinance by this reference and are collectively defined as and are referred to in this Ordinance as the "Site Plan", are hereby approved, based on the findings of fact set forth in Sections One and Three of this Ordinance, and subject to the conditions set forth in Section Five of this Ordinance.

SECTION THREE: That based in part on the conditions set forth in Section Five of this Ordinance, the Corporate Authorities do hereby make the following findings of fact pertaining to the Special Use Permits on the Subject Property:

- A. The proposed restaurant serving liquor and live indoor and outdoor entertainment events (the "Proposed Special Uses") are desirable to provide a service of a facility which is in the interest of public convenience and will contribute to the general welfare of the community;
- B. That the Proposed Special Uses will not under the circumstances of this particular case with respect to the Subject Property and the conditions made a part of the Special Use Permits by this Ordinance, be

detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;

- C. That the Proposed Special Uses shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such uses, and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees by the passage of this Ordinance.

SECTION FOUR: That the Special Use Permits to allow (a) a restaurant to serve liquor and (b) live indoor and outdoor entertainment are hereby granted, based on the findings of fact set forth in Section Three, and subject to the conditions set forth in Section Five of this Ordinance.

SECTION FIVE: The Site Plan approved in Section Two and the Special Use Permits granted in Section Four of this Ordinance, are based upon and are hereby made contingent upon the satisfaction of the following conditions:

- A. Building permits shall be required for all construction activities;
- B. The Petitioner shall rotate the stage 5 degrees clockwise and install a sound wall on the east side of the stage as recommended in the sound study addendum #1 prepared by Acoustics Associates, Ltd dated August 1, 2022, which is attached hereto as **Exhibit E** and is expressly incorporated in and made a part of this Ordinance.
- C. For each live music event, the band sound level at the mixing station shall not exceed 92 dBC at any time. The sound engineer shall determine the Leq of the music based on 15-minute periods. This measurement shall be done on an hourly basis. Logs of this data shall be kept for Village review.
- D. Prior to each outdoor concert that takes place on the Subject Property, the Petitioner shall apply for amplifier permits. An amplifier permit may be denied by the Planning & Development Services Director or his or her designee for any band or music performance who or that has previously received documented complaints on file with the Police

Department or Code Enforcement of excessive noise or extending the amplification beyond the permitted hours of operation.

- E. Outdoor live entertainment shall be limited to the hours of 11:00 am to 10:00 pm Sunday through Wednesday, and 11:00 am to 11:00 pm Thursday through Saturday.
- F. In the event more than two noise complaints occur within any twelve (12) month period, are verified by village staff, and are determined by the Village Administrator to be a nuisance as defined in Section 4-3-4 of the Municipal Code, the Petitioner shall be required to provide a sound study performed by a sound engineer at its expense, and shall be required to install mitigation measures deemed necessary by the Village's environmental consultant or own sound engineer.
- G. Village Engineer approval of the engineering plans;
- H. Landscaping must be installed within one year of the issuance of a building permit;
- I. If landscaping cannot be installed at the time of construction due to weather, a landscape estimate shall be submitted to the Planning & Development Services Department for review and approval by the Village Forester and a surety bond or cash bond shall be posted with the Village in the amount determined by the Village Forester, based on signed contracts from a landscape contractor or an estimate from a landscape architect as to the cost of the future installation of all incomplete landscaping;
- J. All proposed signage shall require permits and approval from the Planning & Development Services Department prior to installation;
- K. A Public Improvements Completion Agreement (PICA) must be submitted and approved by the Village Administrator, and security in the form of (1) a performance and payment bond, (2) a letter of credit, or (3) a cash bond approved by the Village Attorney, in an amount determined by the Village Engineer, shall be submitted to guaranty completion and full payment of on-site and off-site public improvements for the project.

SECTION SIX: The violation of any of the above conditions shall be cause for the revocation of the approval of the Site Plan and the granting of the Special Use Permits granted by this Ordinance.

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED this 6th day of September, 2022

APPROVED this 6th day of September, 2022

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2022- _____ enacted on September 6, 2022 and approved on September 6, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION – LOT 15 IN BREWSTER CREEK BUSINESS PARK UNIT 2:

THAT PART OF LOT 15 IN BREWSTER CREEK BUSINESS PARK UNIT 2, BEING A SUBDIVISION OF PART OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 2000 AS DOCUMENT R2000-181911, IN DU PAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY NORTHEAST CORNER OF SAID LOT 15, BEING ALSO THE INTERSECTION OF THE SOUTH LINE OF HARDT CIRCLE WITH THE WEST LINE OF HUMBRACHT CIRCLE; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 29 MINUTES 01 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 15, BEING ALSO THE WEST LINE OF SAID HUMBRACHT CIRCLE, A DISTANCE OF 310.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 15; THENCE SOUTH 87 DEGREES 31 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 15; A DISTANCE OF 360.79 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 1,036.85 FEET TO THE SOUTHWEST CORNER OF SAID LOT 15, BEING ALSO A POINT ON THE EAST LINE OF MUNGER ROAD; THENCE NORTH 00 DEGREES 27 MINUTES 11 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 15, A DISTANCE OF 73.04 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,440.00 FEET AND A CHORD BEARING NORTH 03 DEGREES 12 MINUTES 18 SECONDS EAST, AN ARC DISTANCE OF 183.87 FEET TO A POINT ON SAID CURVE SAID POINT ON CURVE BEING SOUTHERLY 370.25 FEET, AS MEASURED ALONG THE ARC, FROM THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 67 DEGREES 42 MINUTES 37 SECONDS EAST A DISTANCE OF 481.64 FEET TO A POINT ON THE EAST LINE OF SAID LOT 15, SAID POINT BEING ALSO A POINT ON THE WESTERLY LINE OF AFORESAID HARDT CIRCLE; THENCE SOUTHERLY AND EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 15, BEING ALSO THE SOUTHERLY LINE OF SAID HARDT CIRCLE, SAID NORTHERLY LINE BEING THE ARC OF ANON-TANGENT CURVE, CONCAVE TO THE NORTH HAVING A RADIUS OF 70.00 FEET AND A CHORD BEARING SOUTH 77 DEGREES 44 MINUTES 01 SECONDS EAST, AN ARC DISTANCE OF 135.24 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE; THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 233.00 FEET AND A CHORD BEARING SOUTH 71 DEGREES 06 MINUTES 12 SECONDS EAST, AN ARC DISTANCE OF 157.62 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 30 MINUTES 59 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 15, A DISTANCE OF 321.71 FEET TO A POINT 357.85 FEET WEST OF THE AFORESAID POINT OF COMMENCEMENT AS MEASURED ALONG THE SAID NORTH LINE OF LOT 15; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 322.56 FEET TO THE POINT OF BEGINNING.

SITE PLAN NORTH
 SCALE: 1"=30'-0"

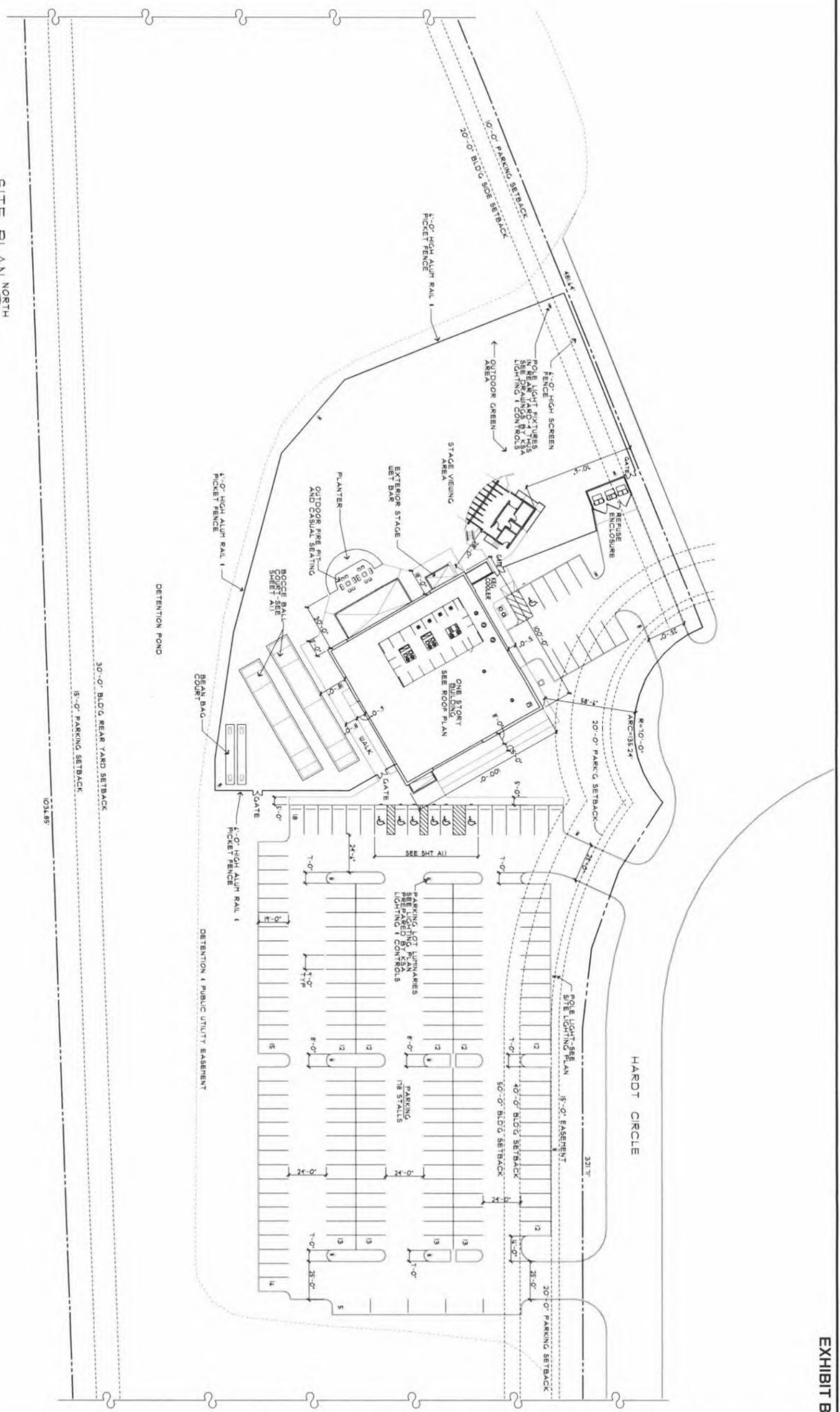


EXHIBIT B

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|-------------------|--------------|
| DATE: 01-31-22 | DRAWN: JUE |
| JOB NO. 2203.01 | CHECKED: JUE |
| SCALE: AS NOTED | SHEET |
| PARTIAL SITE PLAN | OF 26 SHEETS |

**New Sports Grill (Restaurant) for:
 Bannerman's Sports Grill**

Lot 15
 Brewster Creek, Business Park
 Bartlett, Illinois 60103
 Attn: Mac Maqsood
 Off Phone: 630-213-2400
 E-Mail: macsm@outlook.com



**General Contractor 'Builder'
 New Path Construction**

1300 Greenbrook Blvd
 Suite 303
 Hanover Park, Illinois 60133
 Office: 630-283-3884
 Contact: Oscar Garcia
 Cell: 630-290-1899
 oscargarcia@newpathconstruction.com

EGGERSDORFER ARCHITECTS & ASSOC. INC.
 PO BOX 88521
 CAROL STREAM ILLINOIS 60188
 PHONE: 630-671-0740
 EMAIL: JUE@EGGARC.COM

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| DRAWING DATE | BT |
| SITE ENG REVIEW #2 | |
| CONTRACTOR BID SET | |
| SITE REVISIONS | |
| 08-23-22 | |

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| DRAWING DATE | BY |
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| SITE ENG REVIEW #2 04-10-22 | |
| CONTRACTOR BID SET 01-31-22 | |
| SITE REVISIONS 08-23-22 | |
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EGGERSDORFER ARCHITECTS & ASSOC. INC.
 PO BOX 88921
 CAROL STREAM ILLINOIS 60888
 PHONE: 630-671-0740
 EMAIL: JEFF@EGGARCO.COM

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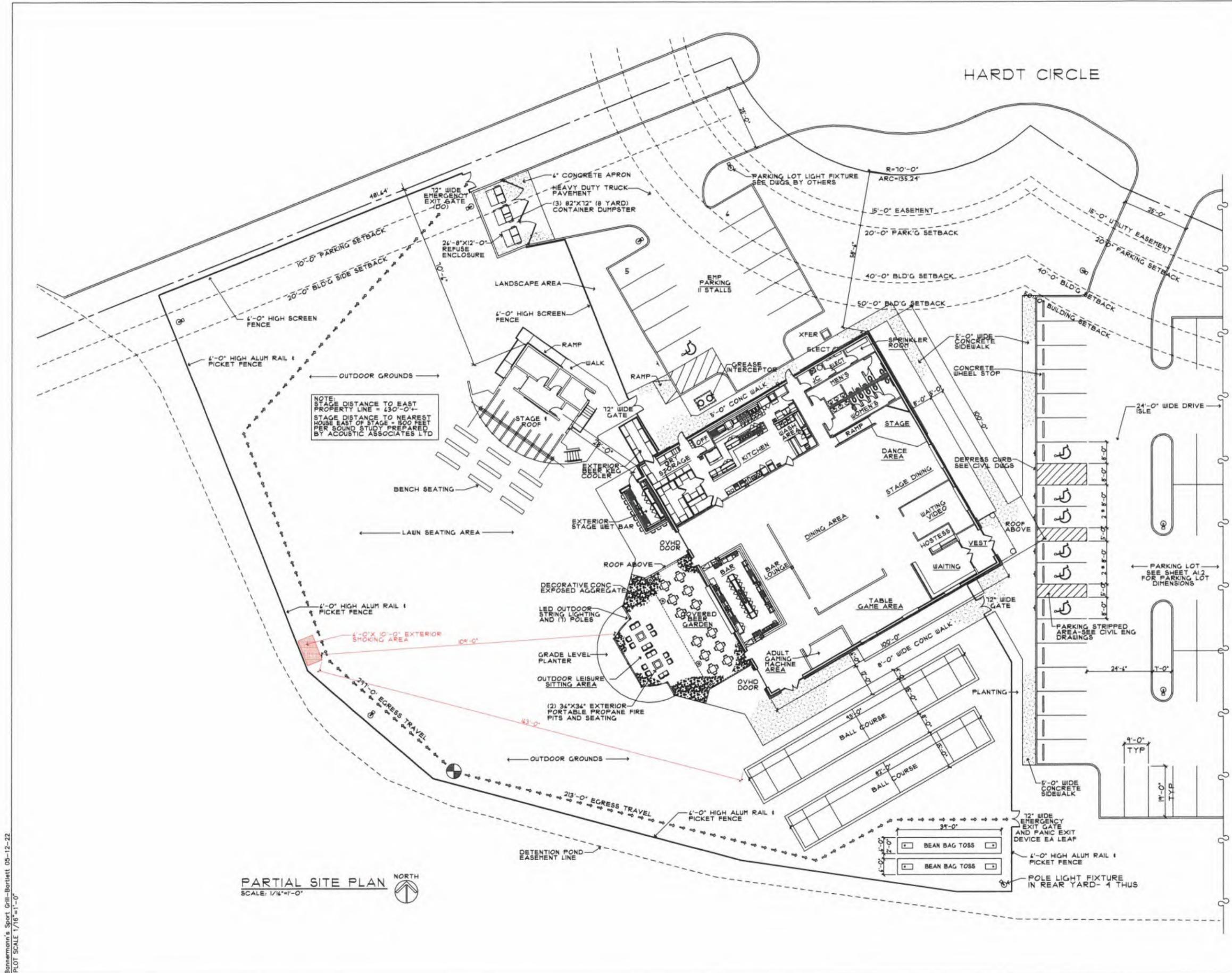
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General Contractor "Builder"
New Path Construction
 1300 Greenbrook Blvd
 Suite 303
 Hanover Park, Illinois 60133
 Office: 630-283-3884
 Contact: Oscar Garcia
 Cell: 630-240-1899
 oscar@newpathconstruction.com

New Sports Grill (Restaurant) for:
Bannerman's Sports Grill
 Lot 15
 Brewster Creek, Business Park
 Bartlett, Illinois 60103
 Attn: Mac Maqsood
 Off Phone: 630-213-2400
 E-Mail: macsm@outlook.com



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| DRAWN: | CHECKED: JUE |
| DATE: 01-31-22 | SHEET |
| JOB NO: 2203.01 | |
| SCALE: AS NOTED | A-1.1 |
| ENLARGED PARTIAL SITE PLAN | OF 25 SHEETS |

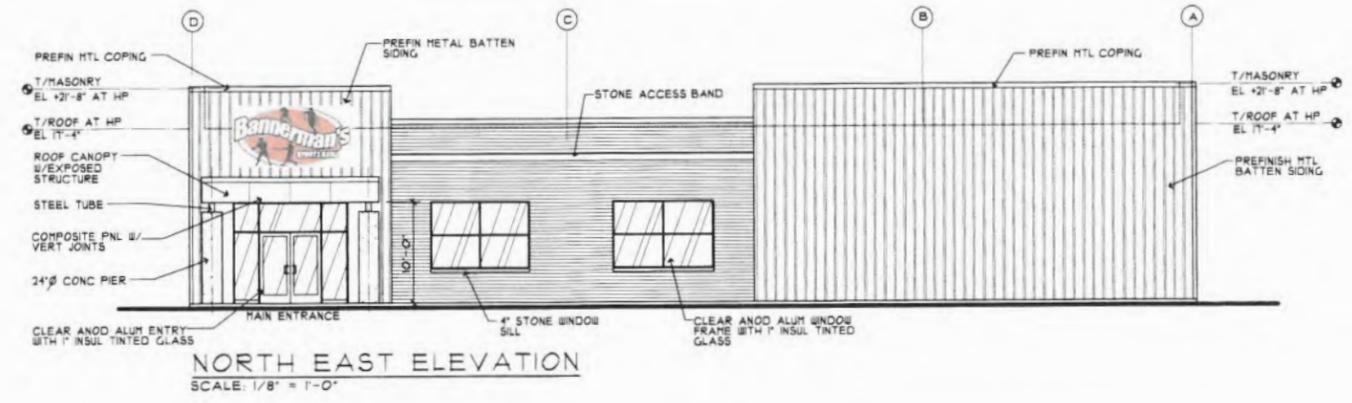


PARTIAL SITE PLAN
 SCALE: 1/4"=1'-0"
 NORTH

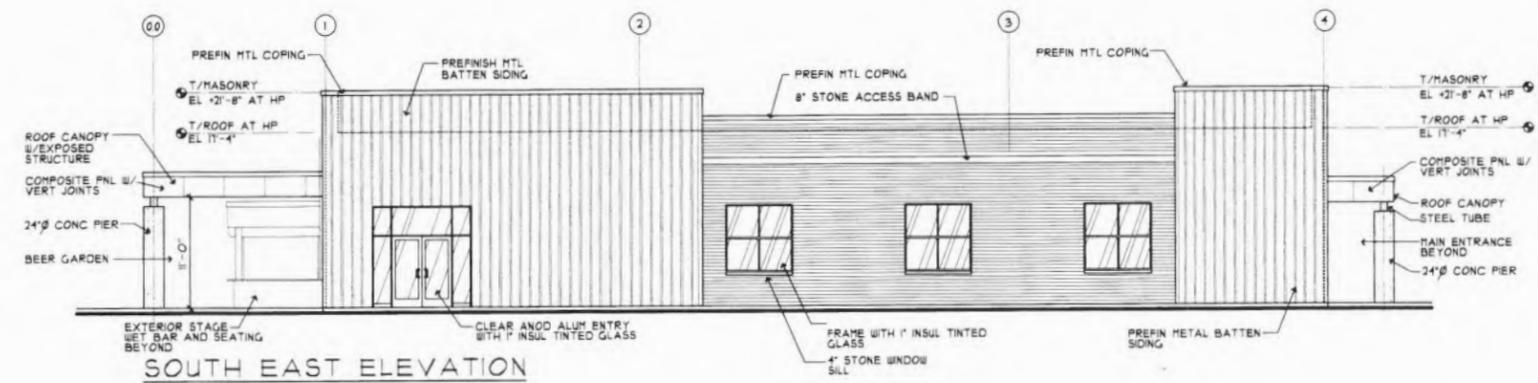
Bannerman's Sport Grill-Bartlett 09-12-22
 PLOT SCALE 1/16"=1'-0"

EXHIBIT C

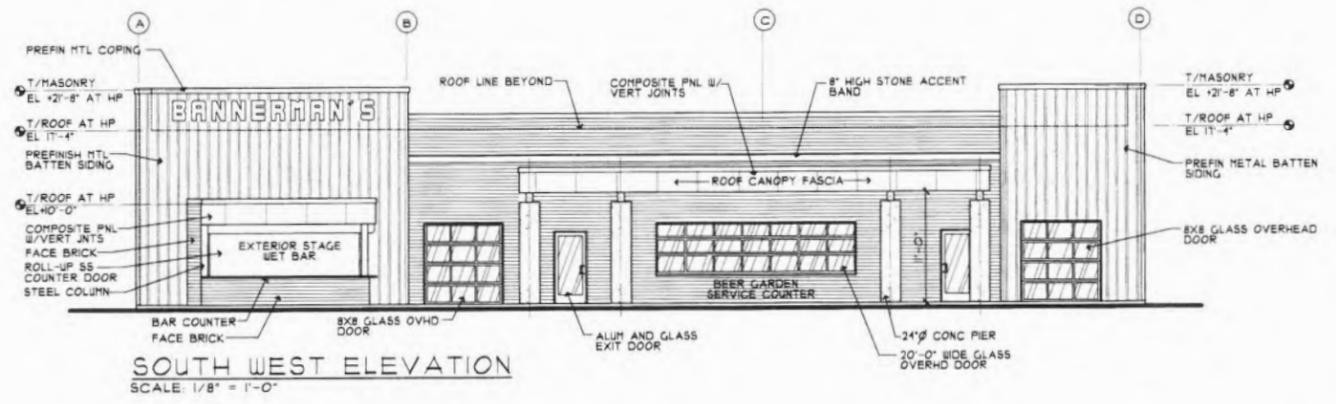
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| DRAWING DATE | BY |
| SITE ENG REVIEW #2 | |
| 04-10-22 | |



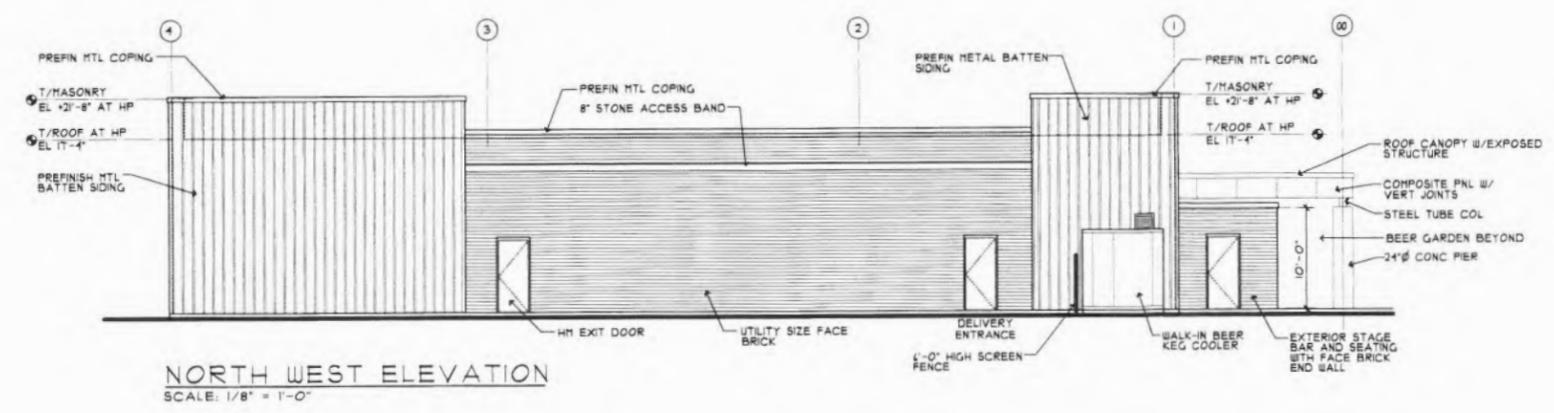
NORTH EAST ELEVATION
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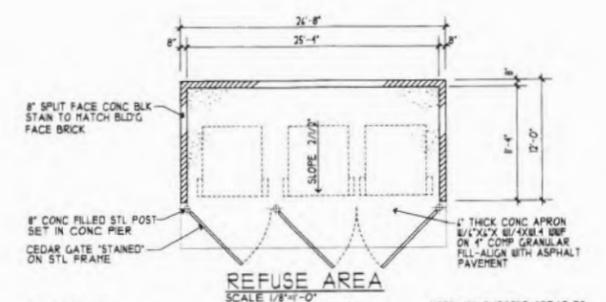
SOUTH EAST ELEVATION
SCALE: 1/8" = 1'-0"



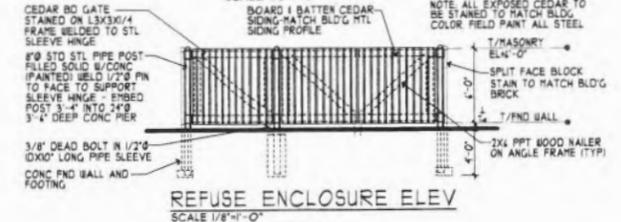
SOUTH WEST ELEVATION
SCALE: 1/8" = 1'-0"



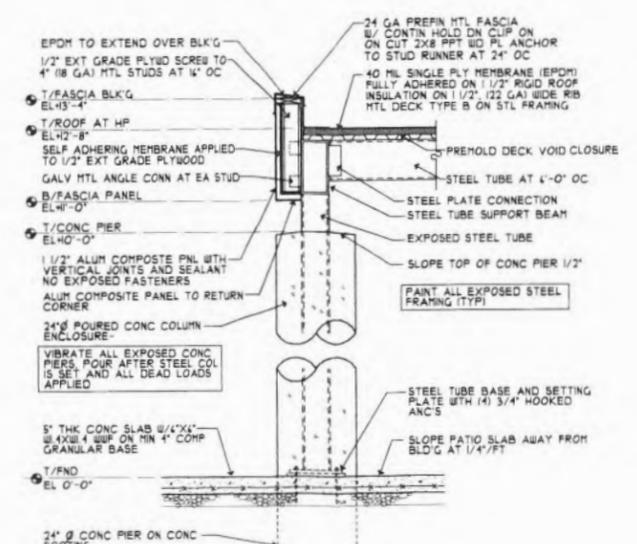
NORTH WEST ELEVATION
SCALE: 1/8" = 1'-0"



REFUSE AREA
SCALE: 1/8" = 1'-0"



REFUSE ENCLOSURE ELEV
SCALE: 1/8" = 1'-0"



BEER GARDEN ROOF DTL
SCALE: 1/2" = 1'-0"

EAGERSDORFER ARCHITECTS & ASSOC. INC.
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General Contractor "Builder"
New Path Construction
 1300 Greenbrook Blvd
 Suite 303
 Hanover Park, Illinois 60133
 Office: 630-283-3884
 Contact: Oscar Garcia
 Cell: 630-240-1849
 oscar.garcia@newpathconstruction.com

New Sports Grill (Restaurant) for:
Bannerman's Sports Grill
 Lot 15
 Brewster Creek, Business Park
 Bartlett, Illinois 60103
 Attn: Mac Magad
 Off Phone: 630-213-2400
 E-Mail: macsm1@outlook.com

| | |
|---------------------------------|--------------|
| DRAWN: | CHECKED: JUE |
| DATE: 04-10-22 | SHEET |
| JOB NO: 2203.01 | |
| SCALE: AS NOTED | |
| BUILDING ELEVATIONS AND DETAILS | OF 4 SHEETS |

Bannerman's Sports Grill - Bartlett, IL - 12-22
 PLAN SCALE: 1/8" = 1'-0"

BUILDING FLOOR PLAN
 NORTH
 SCALE 1/8"=1'-0"

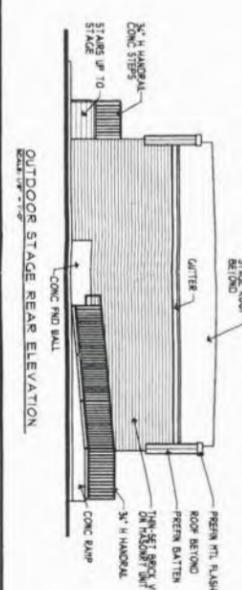
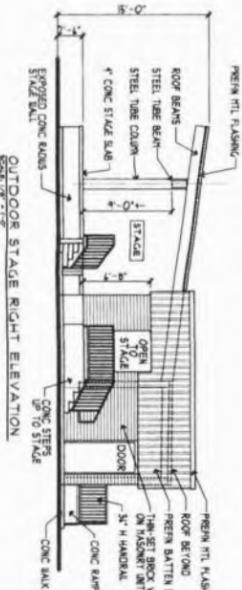
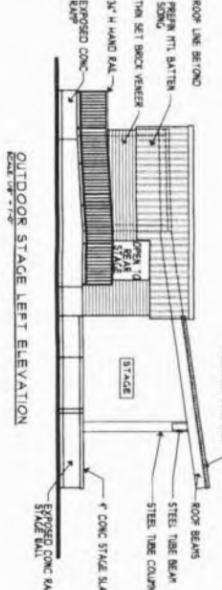
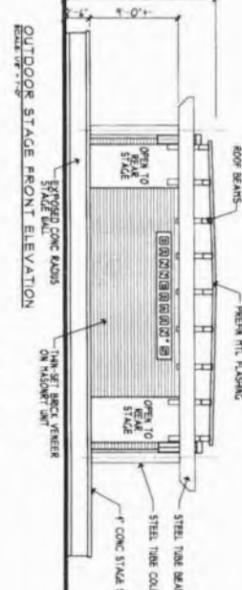
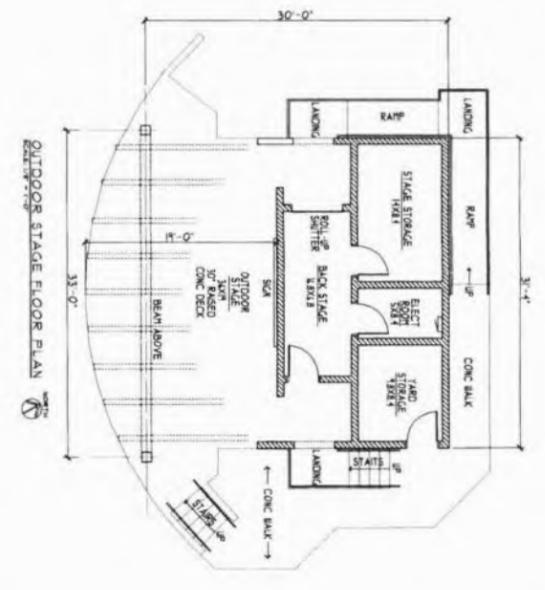
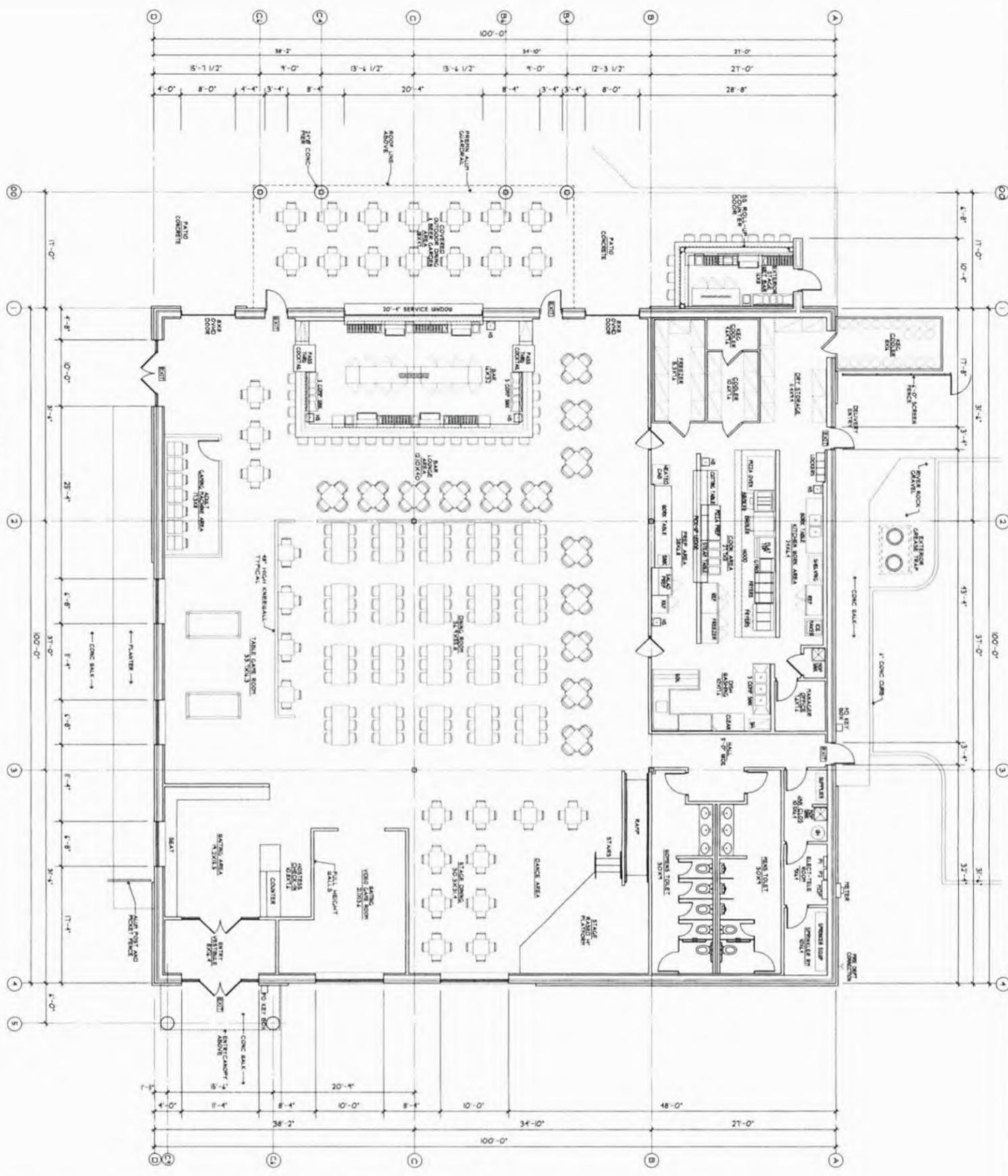


EXHIBIT D

| | |
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| DRAWING DATE | BY |
| 01-0-22 | |
| SITE ENG REVIEW #2 | |

EGGERSDORFER ARCHITECTS & ASSOC. INC.
 PO BOX 88521
 CAROL STREAM ILLINOIS 60888
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New Sports Grill (Restaurant) for:
Bannerman's Sports Grill

Lot 15
 Brewster Creek, Business Park
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 Attn: Mac Maqsood
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 E-Mail: macsm1@outlook.com

Bannerman's Sports Grill

DATE: 04-0-22
 JOB NO: 22013.01
 SCALE: AS NOTED

DRAWN: JJE
 CHECKED: JJE
 SHEET: 2
 BUILDING FLOOR PLAN
 OF 4 SHEETS



Specialists in Hearing and Acoustics

867 Scottsdale Drive, Pingree Grove, IL 60140
Office: 847-359-1068 • Fax: 847-359-1207
Website: www.AcousticAssociates.com

Tom Thunder, AuD, FAAA, INCE - Principal
Greg Andorka, BSEE, MCS - Senior Field Engineer
Steve Thunder, BSA - Acoustical Engineer

Bannerman's Sports Grill Outdoor Venue Sound Study Addendum 1

August 1, 2022

Prepared for:
Bannerman's Sports Grill
858 S. Route 59, Bartlett, IL 60103

This report is an addendum to our original report dated July 8th, 2022, where we reviewed the applicable regulations, discussed our ambient sound measurements, presented the computer modeling we did, and recommended a specific mitigation approach. The purpose of this addendum is to add additional details about daytime vs. nighttime regulations and to reveal new computer modeling showing lower sound levels.

Village of Bartlett Noise Code

The Bartlett noise code references the Illinois noise code which gives different limits for daytime and nighttime noise. In this code, nighttime is defined as the hours of 10:00 PM to 7:00 AM. This distinction is common because noise sources are more audible at night when the ambient noise is lower and because people are more sensitive to noise because of the desire to relax and sleep.

For sound radiated from the Bannerman music venue (a Class B land use) to the residential homes (a Class A land use), the State limits the 1-hour time-average sound level to an equivalent of 73 dBC during the daytime hours and 64 dBC during the nighttime hours.

Since our original report was issued, Bannerman's Sports Grill intends to limit its operating hours to 10:00 PM Sunday through Wednesday and 11:00 PM Thursday through Saturday. Accordingly, the venue would operate past 10:00 PM for only one hour on Thursday, Friday, and Saturday. It should also be noted that our ambient measurements were conducted on a Friday evening to better reflect the noise observed on a weekend as opposed to the levels observed during the normal week at the same time.

Although the Illinois noise code limits the sound levels at different octave band frequencies, to simplify our analysis and the monitoring to occur at the mix station, we computed the equivalent overall level using the C-weighting scale instead of the often-used A-scale. We chose the C-weighting because live band pop-rock music is heavy in the bass frequencies and the A-scale diminishes the importance these frequencies. In short, the C-scale is a better measurement of live band sound than the A-scale.

Sound Modeling

To visualize the propagation of sound into the community, we acoustically modeled the loudspeakers and stage using a program called SoundPlan™. In our modeling, we used the height and orientation of four full-range loudspeakers elevated above the stage and four subwoofers placed below the stage. In addition, we modelled the sound generated by a live, rock-pop band as opposed to the quieter sound generated by bands of other music genres such as acoustic rock, jazz, or country. The computer model also factored the topography of the land and the reflectivity of nearby buildings. Based on these parameters, the software generated the C-weighted sound level contours shown in the figures below which represent the sound radiated from the outdoor music.

The dark blue area immediately around the stage represents levels that exceed 91 dBC. The dark green in the outlying areas represent the ambient sound level of 64 dBC that we measured in the 10:00-11:59 PM period (see the full report for details about the ambient noise levels). Each incremental color is a change of 3 dB which is the just-noticeable difference to the human ear.

Figure 1 represents the sound levels after 10:00 PM and includes a stage sound wall on the east side of the stage, a 5-degree clockwise rotation of the stage (from the original position), and sound level limit of 92 dBC at the mixing station (100 ft from the front of the stage).



Figure 1 - C-weighted sound contours with stage wall, stage rotation, and a 92 dBC limit at the mix station (Nighttime)

Figure 2 represents the daytime sound levels (before 10:00 PM) and includes a stage sound wall on the east side of the stage, a 5-degree clockwise rotation of the stage (from the original position), and a sound level limit of 98 dBC at the mixing station (100 ft from the front of the stage). The red line represents the daytime (7 AM – 10 PM) sound limit regulation of 73 dBC.

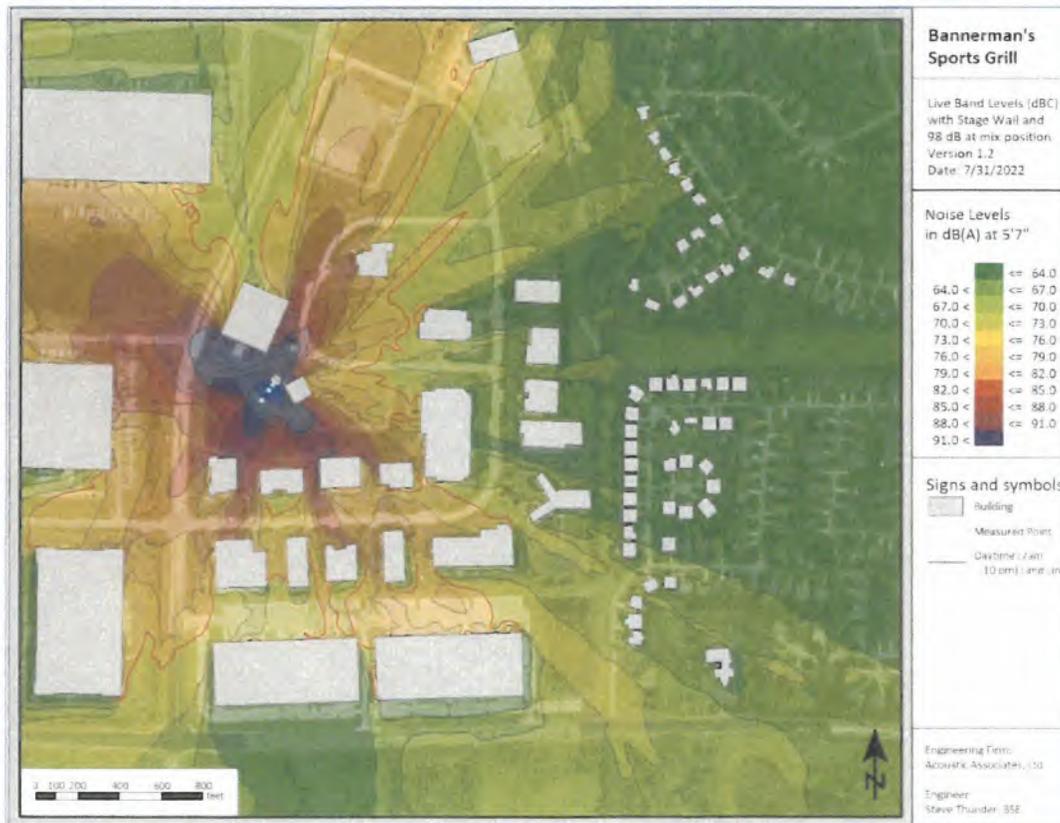


Figure 2 - C-weighted sound contours with stage wall, stage rotation, and a 98 dBC limit at the mix desk (Daytime)

Conclusions

Based on our analysis, if Bannerman's Sports Grill implements the recommended stage wall, a 5-degree clockwise rotation, and limits the sound level at the mix desk to 98 dBC for daytime hours and 92 dBC for nighttime hours, live band sound from the stage will not have an adverse impact on the community and will meet local and state sound emission regulations.

Since live music is a time-varying sound source, we recommend that all monitoring be done using a 15-minute time-average metric called the equivalent level or Leq. This averaging is the preferred metric in making acoustic measurements and is accomplished with an "integrating" sound level meter.

Submitted,

Stephen Thunder, BSE
Acoustical Engineer

Acoustic Associates, Ltd.



Agenda Item Executive Summary

Item Name Establishing a Special Service Area for the
Grasslands Subdivision Committee
or Board Village Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Attached is an Ordinance **establishing** a Special Service Area for the Grasslands Subdivision Phase 1. The establishment of a Special Service Area is necessary to provide a backup source of funding for the storm water detention system in the development if the homeowners association is unable to perform the required maintenance. The DuPage County Storm Water Ordinance requires this backup funding mechanism.

ATTACHMENTS (PLEASE LIST)

PDS Memo, SSA Data Sheet and the Ordinance Establishing the SSA

ACTION REQUESTED

- For Discussion Only
- Resolution
- Motion
- Ordinance - Move to Approve Ordinance #2022-_____ *An Ordinance establishing Special Service Area Number One for the Grasslands Subdivision Phase 1 of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, and authorizing the levy of an annual maintenance tax, and the issuance of bonds to an amount not to exceed \$6,651,075 for the purpose of paying the cost of providing special services in and for such Area*

Staff: Kristy Stone, Interim PDS Director

Date: 08/18/2022

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM
22-077

DATE: August 19, 2022

TO: Paula Schumacher, Village Administrator

FROM: Kristy Stone, Interim Planning & Development Services Director *KS*

RE: **Establishing a Special Service Area for the Grasslands Subdivision Phase 1**

Attached for your review is an Ordinance **establishing** a Special Service Area for the Grasslands Subdivision Phase 1. The corresponding Grasslands Subdivision Phase 1 Special Service Area Data Sheet is also attached.

This Ordinance is in keeping with the Village policy to ensure payment for the maintenance and care of storm water related public improvements in the event that the homeowner's association does not perform the required maintenance and upkeep of the system. Administrative costs incurred by the Village in connection with the future maintenance of the storm water related improvements in the Eastfield Subdivision are also covered by this Ordinance.

Move to approve Ordinance #2022-_____ An Ordinance establishing Special Service Area Number One for the Grasslands Subdivision Phase 1 of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, and authorizing the levy of an annual maintenance tax and the issuance of bonds to an amount not to exceed \$6,651,075 for the purpose of paying the cost of providing special services in and for such Area

/attachments
x:\comdev\memos 2022\077_grasslandsphase1_ssaestablish_vb.docx

SPECIAL SERVICE AREA DATA SHEET

Name: Grasslands Subdivision Phase 1

Developer: Forestar (USA) Real Estate Group

Number of Units: 201 total lots with 141 single family lots and 45 duplex lots

Bond Amount: \$6,651,075

Part of PIN #'s 06-33-101-001-0000
06-33-200-004-0000
06-33-201-014-0000

Property Owners: Bartlett 59 LLC (owner)
Forestar (USA) Real Estate Group (contract purchaser)

Important Dates:

| | |
|---------------------------------|------------|
| Board Approval of Authorization | 6/21/2022 |
| Ordinance Proposing SSA | 2022-56 |
| Date Passed | 6/21/2022 |
| 60 Day Expiration | 8/20/2022 |
| Public Hearing | 9/6/2022 |
| Ordinance Establishing SSA | 2022-_____ |
| Date Passed | 9/6/2022 |

of Acres 93.93 +/- acres

MAIL TO:
Village of Bartlett
Lorna Giles, Village Clerk
228 South Main Street
Bartlett, IL, 60103

ORDINANCE NO. 2022 - _____

AN ORDINANCE establishing Special Service Area Number One for the Grasslands Subdivision Phase 1 of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, and authorizing the levy of an annual maintenance tax, and the issuance of bonds to an amount not to exceed \$6,651,075 for the purpose of paying the cost of providing special services in and for such Area.

* * * * *

PREAMBLES

WHEREAS, pursuant to the provisions of the 1970 Constitution of the State of Illinois (the "Constitution"), the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois (the "Village"), is authorized to create special service areas in and for the Village; and,

WHEREAS, the Village of Bartlett is a municipality which has a population of more than 25,000 and is therefore a home rule unit of government pursuant to Section 6 of Article 7 of the Constitution, which provides:

"Except as limited by this Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt . . ."

and

WHEREAS, special service areas are established by home rule units pursuant to Section 7(l)(2) of Article VII of the Constitution, which provides:

"(1) The General Assembly may not limit the power of home rule units . . .
(2) to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of special services to those areas and for the payment of debt incurred in order to provide those special services."

and are established pursuant to the provisions of the Special Service Area Tax Law (35 ILCS 200/27-5, *et seq.*), as amended, and pursuant to the Revenue Act of 1939 of the State of Illinois, as amended; and

WHEREAS, it is in the public interest that the establishment of the area hereinafter described as a special service area for the purpose set forth herein and to be established as Special Service Area Number One for the Grasslands Subdivision Phase 1, lying within the corporate limits of the Village of Bartlett in Cook County, Illinois, located at the northwest and northeast corners of Illinois Route 59 and West Bartlett Road, and being approximately 94 +/- acres in size, which is legally described in Section Two of this Ordinance and is sometimes alternatively hereinafter referred to as the "Territory" or the Area"; and

WHEREAS, the Area is compact and contiguous and is totally within the corporate limits of the Village; and

WHEREAS, the Area will benefit specially from the municipal services to be provided in the event the developer of the Area, and the master homeowner's association for the Grasslands Subdivision Phase 1 that comprises the Area, fail to maintain, repair, and replace the storm sewers and storm water management system which directly affect the Area, including (1) the cleaning and dredging of storm water detention and retention

ponds and basins, drainage swales and ditches; (2) the maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches; (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; (4) the care, maintenance and restoration of wetland areas and naturalized detention basins and retention ponds areas; and (5) the administrative costs incurred by the Village in connection with the above, including, but not limited to, insurance premiums for liability insurance coverage (collectively, the "Services"); and,

WHEREAS, the Services are unique and in addition to municipal services provided to the Village as a whole and it is, therefore, in the best interests of the Village that the Area be established; and,

WHEREAS, it is hereby estimated that the annual cost of providing for the ordinary maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches and for the ordinary maintenance and repair of storm sewers, drain tile, pipes and other conduit, and appurtenant structures, and the ordinary care and maintenance of wetland areas and naturalized detention basins and retention ponds areas (the "Ordinary Services") is \$50,000 and that the annual cost of providing the Ordinary Services will increase each year with inflation; and,

WHEREAS, in the event the Ordinary Services are not adequately performed by either the developer of the Grasslands Subdivision Phase 1 or the master homeowner's association for the Grasslands Subdivision Phase 1 as determined by the Corporate Authorities of the Village of Bartlett in its sole discretion, it will be necessary to levy a direct annual tax not to exceed .04% per annum of the assessed value, as equalized, of

all taxable property within the Area to pay the annual cost of providing the Ordinary Services; and

WHEREAS, it is hereby estimated that the cost of cleaning and dredging the storm water detention and retention ponds and basins, drainage swales and ditches and replacing storm sewers, drain tile, pipes and other conduit, and appurtenant structures and restoring wetland areas and naturalized detention basins and retention ponds areas which will serve the Area (the "Extraordinary Services") is \$1,662,768.75 based on current construction costs, and will in no event exceed \$6,651,075; and

WHEREAS, it is in the public interest that the issuance of bonds in the amount of \$1,662,768.75, adjusted for increases in the cost of construction as hereinafter provided, but in no event to exceed \$6,651,075, and secured by the full faith and credit of the Area be considered for the purpose of paying the cost of providing the Extraordinary Services (the "Bonds") in the event the Extraordinary Services are not properly performed by either the developer of the Grasslands Subdivision Phase 1 or by the master homeowner's association for the Grasslands Subdivision Phase 1 as determined by the Corporate Authorities of the Village of Bartlett in its sole discretion; and

WHEREAS, the proceeds of the Bonds shall be used solely and only for Services for which the Village is authorized under the provisions of the Illinois Municipal Code, as amended, to levy taxes or special assessments or to appropriate the funds of the Village, all of the Services to be in and for the Area and all of the necessary construction to be on existing public property or easements or property or easements to be acquired by the Village; and

WHEREAS, the Bonds shall be retired over a period not to exceed 20 years from the issuance thereof and shall bear interest at a rate or rates not to exceed the lesser of (i) 10% per annum, or (ii) the maximum rate then permitted by law; and

WHEREAS, the Bonds shall be retired by the levy of a direct annual tax sufficient to pay the principal and interest on the Bonds as the same comes due, and to discharge any unpaid principal thereof at maturity; and

WHEREAS, said direct annual tax shall be levied upon all taxable property within the Area for said period of not to exceed 20 years and shall be unlimited as to rate or amount except as expressly provided in this Ordinance and shall be in addition to all other taxes permitted by law; and

WHEREAS, it is the intent of the Corporate Authorities that the proceeds of any taxes levied pursuant to this ordinance shall be used solely and only for the purposes of paying for the Ordinary Services and the Extraordinary Services in the Special Service Area, as hereinabove set forth, and that in no event shall funds accumulated for those purposes be used for any other purpose; and

WHEREAS, on June 21, 2022, the Corporate Authorities adopted Ordinance 2022-56, "AN ORDINANCE proposing the establishment of Special Service Area Number One for the Grasslands Subdivision Phase 1 of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, and the issuance of bonds to amount not to exceed \$6,651,075 for the purpose of paying the cost of providing special services in or for such Area" (hereinafter, "Ordinance 2022-56" or the "SSA Proposing Ordinance") and therein fixed the time and place of the public hearing to be held with respect to the creation of the said Special Service Area and the levy of taxes therein; and

WHEREAS, notice of such public hearing to be held on September 6, 2022 (the "Notice") was duly given by publication in the Daily Herald, the same being a newspaper published and of general circulation within the Village, and notice by mailing was duly given by depositing the Notice in the United States mails addressed to the owner or owners of land lying within such area and to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the such area (except to those of such owners and persons who waived such Notice in writing have filed such waivers with the Village Clerk prior to the said hearing), which Notice was mailed not less than ten (10) days prior to the time set for the Hearing. In the event that the taxes for the last preceding year were not paid, the Notice was sent to the person last listed on the tax rolls prior to that year as the owner of said property; and

WHEREAS, a public hearing has heretofore been held on September 6, 2022 at 7:00 P.M., Chicago time, at the Bartlett Municipal Building, 228 South Main Street, Bartlett, Illinois (the "Hearing"), to consider (1) the establishment of the Special Service Area in the territory described in Section Two hereof, (2) the necessity of providing the Services described in the Notice, (3) the levy of a direct annual tax not to exceed .04% per annum of the assessed value, as equalized, of all taxable property within the Special Service Area to pay the annual cost of providing the Ordinary Services described in the Notice, and (4) the issuance of the Bonds described in the Notice; and the Hearing was finally adjourned at 7:05 P.M. on September 6, 2022; and

WHEREAS, more than 60 days have elapsed since the adoption of Ordinance 2022-56, the SSA Proposing Ordinance, and either (i) more than 60 days have elapsed following the final adjournment of the Hearing and no petition signed by any of the electors

residing within the Area or by any of the owners of record of the land included within the boundaries of the Area has been filed with the Village Clerk of the Village of Bartlett objecting to the creation of the Special Service Area, the levy or imposition of a tax or the issuance of bonds for the provision of special services to the Special Service Area, or to a proposed increase in the tax rate; or (ii) the owners of record of all the land included within the boundaries of the Special Service Area as of the date of this Ordinance has or have filed with the Village Clerk his, her, their or its waiver of objection to the creation of the Special Service Area, the levy or imposition of a tax or the issuance of bonds for the provision of Services to the Special Service Area as determined by the Corporate Authorities of the Village in its sole discretion, including Ordinary Services and Extraordinary Services, or either Ordinary Services or Extraordinary Services, or to the proposed increase in the tax rate;

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

SECTION ONE: That the preambles of this Ordinance are hereby incorporated into this text as if set out herein in full.

SECTION TWO: That Special Service Area Number One for the Grasslands Subdivision Phase 1 is legally described as follows:

THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE DEED DATED MARCH 3, 1945 AND RECORDED IN THE COUNTY OR LESS. ALSO EXCEPTING THEREFROM RECORDER'S OFFICE IN COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 13490455 AND RECORDED IN BOOK 39843 ON PAGE 204, EXCEPTING THEREFROM;

THAT PART OF SAID PREMISES CONVEYED TO THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, AS RECORDED BY DOCUMENT NUMBER 414744, ALSO EXCEPTING;

THAT PART CONVEYED TO HENRY A. SCANDREL T, WALTER J. CUMMINGS AND GEORGE I. HAIGHT, TRUSTEES OF THE PROPERTY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, THEIR SUCCESSORS AND ASSIGNS AND RECORDED AS DOCUMENT NUMBER 12905600, FILED FOR RECORD JUNE 8, 1942, RECORD BOOK 37528, PAGE 311 CONTAINING 9.7153 ACRES, MORE OR LESS, AND THAT PART CONVEYED FROM JENNIE ALPERIN AND NORMAN ALPERIN TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087412 CONTAINING 0.126 ACRES, MORE OR LESS, AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087414, CONTAINING 0.673 ACRES, MORE OR LESS, AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087416, CONTAINING 1.772 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM:

TRACT 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OR SAID NORTHEAST 1/4, THENCE WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 62.5 FEET FOR A PLACE OF BEGINNING; THENCE WEST ALONG SAID NORTH LINE 400.0 FEET; THENCE SOUTH 4 DEGREES 24 MINUTES WEST, 182.5 FEET; THENCE SOUTH 8 DEGREES 57 MINUTES WEST, 89.5 FEET; THENCE SOUTH 11 DEGREES 28 MINUTES WEST, 86.5 FEET; THENCE SOUTH 13 DEGREES 24 MINUTES WEST, 100.0 FEET; THENCE SOUTH 18 DEGREES 9 MINUTES WEST 80.0 FEET; THENCE SOUTH 19 DEGREES 42 MINUTES WEST, 92.8 FEET; THENCE SOUTH 22 DEGREES 20 MINUTES WEST, 89.5 FEET; THENCE SOUTH 24 DEGREES 48 MINUTES WEST, 92.8 FEET; THENCE SOUTH 32 DEGREES 33 MINUTES WEST, 62.5 FEET; THENCE SOUTH 26 DEGREES 42 MINUTES WEST, 272.4 FEET; THENCE SOUTH 68 DEGREES 9 MINUTES EAST, 398.9 FEET TO THE WESTERLY LINE OF THE PUBLIC HIGHWAY (ROUTE 59); THENCE NORTH 26 DEGREES 19 MINUTES EAST, 357.5 FEET ALONG SAID WESTERLY LINE TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT, TANGENT TO LAST DESCRIBED COURSE AND HAVING A RADIUS OF 2171.68 FEET, FOR A DISTANCE OF 942.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 13 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM:

TRACT 2:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHEAST 1/4 WITH THE CENTER LINE OF STATE ROUTE 59; THENCE ALONG SAID CENTER LINE 498.9 FEET; THENCE ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 0 MINUTES TO THE LEFT WITH THE PROLONGATION OF SAID CENTER LINE, 50.0 FEET TO THE WESTERLY LINE OF AFORESAID STATE ROUTE 59, FOR A PLACE OF BEGINNING; THENCE NORTH 26 DEGREES 19 MINUTES EAST ALONG THE AFORESAID WESTERLY LINE OF STATE ROUTE 59, 235.1 FEET; THENCE NORTH 22 DEGREES 10 MINUTES EAST ALONG SAID WESTERLY LINE, 328.0 FEET TO A POINT IN A LINE OF 25.0 FEET SOUTHERLY FROM AND PARALLEL WITH THE SOUTHERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTH 63 DEGREES 44 MINUTES WEST ALONG SAID PARALLEL LINE, 462.33 FEET; THENCE SOUTH 17 DEGREES 22 MINUTES WEST, 397.0 FEET; THENCE SOUTH 5 DEGREES 11 MINUTES EAST, 200.0 FEET; THENCE SOUTH 63 DEGREES 44 MINUTES EAST, 319.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 5.465 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM;

TRACT 3:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WEST BARTLETT ROAD AS ORIGINALLY DEDICATED WITH THE CENTER LINE OF STATE ROUTE NO. 59 AS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 7, 1935 AS DOCUMENT NUMBER 11611940; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, 473.8 FEET FOR A PLACE OF BEGINNING; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, 300.0 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO LAST MENTIONED CENTER LINE 340.4 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID ROUTE NO. 59, 300.0 FEET; THENCE NORTHWESTERLY ALONG A LINE AT RIGHT ANGLES TO LAST MENTIONED CENTER LINE 340.4 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART THEREOF FALLING IN THE RIGHT OF WAY OF SAID ROUTE NO. 59) IN COOK COUNTY, ILLINOIS, CONTAINING 2 ACRES, MORE OR LESS,

ALSO EXCEPTING THEREFROM;

THAT PART AS SHOWN IN THE PLAT OF DEDICATION RECORDED MAY 7, 1935 AS DOCUMENT 11611340. ALSO EXCEPTING: THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES, 15 MINUTES, 38 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 697.50 FEET TO THE INTERSECTION OF SAID EAST LINE WITH THE EASTERLY RIGHT OF-WAY LINE OF ILLINOIS STATE ROUTE 59 PER WARRANTY DEED RECORDED FEBRUARY 11, 1992 AS DOCUMENT NUMBER 92087416 FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES, 15 MINUTES 38 SECONDS EAST ALONG SAID EAST LINE, 1152.33 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE (100 FEET WIDE) OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD PER DOCUMENT NUMBER 414744; THENCE NORTH 65 DEGREES, 05 MINUTES, 32 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 430.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS STATE ROUTE 59; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) NORTH 28 DEGREES, 47 MINUTES, 55 SECONDS EAST, 288.63 FEET TO A NONTANGENT CURVE: (2) ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2968.51 FEET, HAVING A CHORD BEARING OF NORTH 25 DEGREES 01 MINUTES 17 SECONDS EAST, 207.24 FEET TO A NONTANGENT LINE: (3) NORTH 18 DEGREES, 17 MINUTES, 43 SECONDS EAST, 207.09 FEET TO A NONTANGENT CURVE: (4) ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2958.65 FEET; HAVING A CHORD BEARING OF NORTH 15 DEGREES, 39 MINUTES, 47 SECONDS EAST, 346.76 FEET (347.30 FEET RECORD) TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THAT PART TAKEN FOR BARTLETT AND NAPERVILLE ROADS.

ALSO EXCEPTING THEREFROM THAT PART ACQUIRED BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CONDEMNATION PROCEEDINGS CASE NO. 2015L 050263 PER ORDER ENTERED MAY 21, 2015 AND PER FINAL JUDGMENT ORDER ENTERED DECEMBER 5, 2017 AND RECORDED DECEMBER 14, 2017 AS DOCUMENT NO. 1734806066.

ALSO EXCEPTING THEREFROM THAT PART LYING NORTH OF THE NORTH LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD.

ALSO EXCEPTING THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER: THENCE NORTH 00 DEGREES 22 MINUTES 27 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 704.87 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTH 64 DEGREES 27 MINUTES 27 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE, 687.40 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 59 WITH SAID SOUTH RIGHT OF WAY LINE, SAID INTERSECTION BEING THE POINT OF BEGINNING; THENCE SOUTH 21 DEGREES 21 MINUTES 10 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, 25.07 FEET TO THE NORTH LINE OF A TRACT OF LAND CONVEYED PER DOCUMENT NO. 00029399; THENCE NORTH 64 DEGREES 27 MINUTES 27 SECONDS WEST ALONG SAID NORTH LINE, 462.33 FEET TO THE WEST LINE OF SAID TRACT; THENCE SOUTH 16 DEGREES 31 MINUTES 17 SECONDS WEST ALONG SAID WEST LINE, 17.25 FEET; THENCE NORTH 67 DEGREES 32 MINUTES 06 SECONDS WEST 497.81 FEET; THENCE SOUTH 27 DEGREES 25 MINUTES 23 SECONDS WEST 221.57 FEET; THENCE SOUTH 66 DEGREES 09 MINUTES 29 SECONDS WEST 38.77 FEET; THENCE SOUTH 32 DEGREES 50 MINUTES 08 SECONDS WEST 147.46; THENCE SOUTH 16 DEGREES 31 MINUTES 13 SECONDS WEST 73.88 FEET; THENCE SOUTH 83 DEGREES 24 MINUTES 49 SECONDS WEST 115.05 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 13 SECONDS WEST 164.00 FEET; THENCE NORTH 85 DEGREES 04 MINUTES 47 SECONDS WEST 78.18 FEET; THENCE SOUTH 09 DEGREES 54 MINUTES 13 SECONDS WEST 117.00 FEET; THENCE NORTHWESTERLY 14.35 FEET ON A CURVE THE RIGHT HAVING A RADIUS OF 567.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 79 DEGREES 22 MINUTES 18 SECONDS WEST 14.35 FEET; NORTH 78 DEGREES 38 MINUTES 48 SECONDS WEST 213.20 FEET; THENCE NORTHWESTERLY 16.07 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 783.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 79 DEGREES 14 MINUTES 05 SECONDS WEST 16.07 FEET; THENCE NORTH 10 DEGREES 10 MINUTES 39 SECONDS EAST 54.20 FEET; THENCE NORTH 01 DEGREES 11 MINUTES 21 SECONDS WEST 51.00 FEET; THENCE NORTH 09 DEGREES 00 MINUTES 16 SECONDS EAST 51.48 FEET; THENCE NORTH 01 DEGREES 11 MINUTES 21 SECONDS WEST 102.00 FEET; THENCE NORTH 73 DEGREES 31 MINUTES 05 SECONDS EAST 166.14 FEET; THENCE NORTH 18 DEGREES 31 MINUTES 37 SECONDS WEST 474.66 FEET TO THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE, 494.47 ON A CURVE TO THE RIGHT HAVING A RADIUS OF 4,323.97 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 68 DEGREES 44 MINUTES 14 SECONDS EAST 494.20 FEET; THENCE NORTH 24 DEGREES 32 MINUTES 20 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 20.01 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE, 76.11 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 956.47 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 64 DEGREES 57 MINUTES 33 SECONDS EAST 76.09 FEET; THENCE SOUTH 64 DEGREES 27 MINUTES 27 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 995.94 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID

NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 22 MINUTES 27 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 50.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 48 MINUTES 31 SECONDS WEST ALONG THE NORTH LINE OF WEST BARTLETT ROAD, 917.25 FEET TO THE EASTERLY LINE OF ILLINOIS ROUTE 59 PER DOCUMENT NUMBERS 92087412 AND 92087416; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, 324.83 FEET ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 2221.83 FEET, THE CHORD OF SAID CURVE BEARS NORTH 24 DEGREES 21 MINUTES 26 SECONDS EAST 324.54 FEET; THENCE NORTH 27 DEGREES 31 MINUTES 58 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, 65.91 FEET TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED PER DOCUMENT NO. 1333622060; THENCE SOUTH 64 DEGREES 31 MINUTES 43 SECONDS EAST ALONG SAID SOUTH LINE 273.89 FEET TO THE EAST LINE OF SAID TRACT; THENCE NORTH 25 DEGREES 28 MINUTES 17 SECONDS EAST ALONG SAID EAST LINE, 300.00 FEET TO THE NORTH LINE OF SAID TRACT; THENCE NORTH 64 DEGREES 31 MINUTES 43 SECONDS WEST ALONG SAID NORTH LINE, 263.09 FEET; TO THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE ILLINOIS ROUTE 59; THENCE NORTH 42 DEGREES 14 MINUTES 25 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, 236.07 FEET; THENCE NORTH 28 DEGREES 32 MINUTES 19 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, 88.95 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE SOUTH 64 DEGREES 27 MINUTES 27 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 462.22 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 22 MINUTES 27 SECONDS WEST ALONG SAID EAST LINE, 654.85 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD WITH THE WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 59 PER DOCUMENT NO. 1734806066; THENCE SOUTH 88 DEGREES 48 MINUTES 31 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE, 237.47 FEET; THENCE NORTH 01 DEGREES 11 MINUTES 29 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE, 10.00 FEET; THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE, 398.64 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 6,385.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 89 DEGREES 24 MINUTES 09 SECONDS WEST 398.57 FEET; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE, 7.29 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 6,525.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 87 DEGREES 40 MINUTES 05 SECONDS WEST 7.29 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 47 SECONDS WEST 390.73 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 13 SECONDS EAST 100.59 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 47 SECONDS EAST 117.00 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 13 SECONDS EAST 91.96 FEET; THENCE NORTH 72 DEGREES 23 MINUTES 02 SECONDS EAST 116.56 FEET; THENCE NORTH 56 DEGREES 53 MINUTES 04 SECONDS EAST 109.15 FEET; THENCE NORTH 41 DEGREES 18 MINUTES 46 SECONDS EAST 109.16 FEET; THENCE NORTH 25 DEGREES 54 MINUTES 09 SECONDS EAST 112.02 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 56 SECONDS EAST 73.20 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED PER DOCUMENT NO. 00029399; THENCE SOUTH 64 DEGREES 27 MINUTES 35 SECONDS EAST ALONG THE SOUTH LINE OF SAID TRACT, 294.26 FEET TO THE WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 59 PER DOCUMENT NO'S. 92087412, 92087414 AND 92087418; THENCE SOUTH 25 DEGREES 28

MINUTES 17 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE, 116.93 FEET TO THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 59 PER DOCUMENT NO. 1734806066; THENCE NORTH 62 DEGREES 08 MINUTES 56 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE, 17.14 FEET; THENCE SOUTHWESTERLY 366.31 FEET ON CURVE TO THE LEFT HAVING A RADIUS OF 2,377.50 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 23 DEGREES 26 MINUTES 17 SECONDS WEST 365.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

and further identified as parts of PINS: 06-33-101-001-0000
06-33-200-004-0000
06-33-201-014-0000

which property lies within the corporate limits of the Village of Bartlett, Illinois, was rezoned by Ordinance 2021-69, and was approved to be subdivided by the passage of Ordinance 2022-31, and is ALSO DESCRIBED AS FOR FUTURE SUBDIVISION PURPOSES upon the recording of the proposed Final Plat of Subdivision for the Grasslands Subdivision Phase 1 as approved by Ordinance 2021-69 as follows:

LOTS 1 THROUGH 196, 199 AND 200 INCLUSIVE OF THE GRASSLANDS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST ¼ AND THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED _____, 2022 AS DOCUMENT NO. _____;

(alternatively referred to as the "Area", the "Territory", or the "Special Service Area") is hereby established.

SECTION THREE: That there may be levied in such years as the corporate authorities may hereafter determine to be appropriate, a direct annual tax not to exceed .04% per annum of the assessed value, as equalized, of all taxable property within the Special Service Area above described to pay the annual cost of providing the Ordinary Services for such Special Service Area after a determination by the Village President and Board of Trustees of the Village of Bartlett (the "Corporate Authorities") in its sole and absolute discretion that the Ordinary Services have not been adequately performed by (1) Forestar USA Real Estate Group, Inc., a Delaware corporation; (2) D. R. Horton, Inc.

– Midwest, a California corporation; or (3) other developer of the Grasslands Subdivision Phase 1 (the “Developer”), or (4) (a) by the Grasslands Homeowners Association, (b) its successors and assigns, whether a limited liability company or an Illinois not-for-profit corporation, or (c) another master homeowner’s association with Development Area as defined in its Declaration that is subject to all or parts of the Area (the “HOA”).

SECTION FOUR: That there may be issued hereafter bonds in such amounts as the Corporate Authorities may hereafter determine to be appropriate, to pay the cost of cleaning and dredging the storm water detention and retention ponds and basins, lakes, drainage swales and/or replacing ditches and storm sewers, drain tile, pipes and other conduit, and appurtenant structures, and restoring wetland areas and/or naturalized detention basins and retention ponds areas which will serve the Special Service Area (the "Extraordinary Services") in the amount of \$1,662,678.75, adjusted for increases or decreases in the cost of construction from January 1, 2022 based on changes in the construction cost index published monthly in the Engineering News Record, or, if that index ceases to be published, based on such other published construction cost index as is then generally recognized, or, if no such generally recognized construction cost index is then published, based on changes in the Consumer Price Index published by the U.S. Department of Labor, or, if that index ceases to be published, the amount of the bonds that may be issued shall be increased at the rate of 4% per annum from January 1, 2022. In no event shall the amount of such bonds exceed \$6,651,075. Such bonds shall only be issued in the event that (1) the Corporate Authorities determine, in its sole and absolute discretion, that the Extraordinary Services are necessary to be performed; and (2) the Developer and the HOA, and their respective successor in interest (if any), have failed to perform the Extraordinary Services within

ninety (90) days after having been served with a written demand to complete the Extraordinary Services without regard to whether the Developer, its successor in interest (if any), and the HOA, its successor in interest (if any), or any of them, is or are legally obligated to perform the Extraordinary Services. Notice shall be sufficient if mailed by certified mail, return receipt requested, or delivered by overnight courier to the address of the registered agent or address then on file for the entity with the office of the Secretary of State of the state in which the applicable entity is incorporated or organized, and the obligation to provide said notice shall be waived as to any party that is legally dissolved. Such bonds, if issued, shall be retired by the levy of a direct annual tax sufficient to pay the principal and interest thereon, said tax to be levied upon all the taxable property within the Special Service Area for said period of not to exceed 20 years and to be unlimited as to rate or amount and in addition to all other taxes permitted by law.

SECTION FIVE: 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 SIX: 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 SEVEN: EFFECTIVE DATE. This Ordinance shall be in full force and effect ten days after its passage and approval.

Adopted September 6, 2022

AYES:

NAYS:

ABSENT:

Approved September 6, 2022

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, DuPage, Cook and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2022 - _____, adopted on September 6, 2022, and approved on September 6, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

ECONOMIC DEVELOPMENT MEMORANDUM

DATE: August 30, 2022
TO: Paula Schumacher, Village Administrator
FROM: Tony Fradin, Economic Development Coordinator
RE: Bannerman's Brewster Creek Incentive

BACKGROUND:

Bannerman's Sports Grill has been located in the Bartlett Commons shopping center since 2007. Originally opened by Murray Friedman, the sports bar gained popularity over the following years, becoming a go-to location for sports enthusiasts and music lovers as the original owner brought bands in to play on a regular basis.

Mac Maqsood purchased the business in September 2018 following the renewal of the original ten-year lease for an additional five years.

Mr. Maqsood has expanded upon the success of the business, eventually leading him to pursue a space to own rather than lease and also with more space to accommodate expanded outdoor activities including concerts and other events.

He originally explored multiple locations in Bartlett and was also considering sites in other communities in the area.

Scott and I met with Mr. Maqsood on numerous occasions, exploring various sites throughout the village to expand his business in a build-to-suit scenario, eventually considering one of the few remaining infill sites in Brewster Creek Business Park. Reasons for this include both staff's and the owner's attempt to minimize impact on village residents in terms of traffic impact and sound resulting from live performances.

Following months of diligently searching for potential sites, staff facilitated his negotiation for the 3.73-acre site on Hardt Circle that Mr. Maqsood intends to build his state-of-the art 10,000 SF facility with amenities including an outdoor beer garden and stage.

As currently constituted, the amount that he would invest in this new project including the price for the land, improvements to it, the new building, and the outdoor amenities is estimated to cost at least \$4 million.

BREWSTER CREEK BUSINESS PARK:

The entirety of Brewster Creek Business Park was developed via Tax Increment Financing (TIF), with the Redevelopment Area and Plan adopted in July of 1999.

The TIF District has been a model of success, with over 5.2 million SF of facilities built comprised of 48 buildings and over seventy-five businesses. It has helped enhance the village's reputation in the industrial sector with well-known businesses including Greco & Sons, Rana Meal Solutions, Midwest Molding, ITW Brands, Get Fresh Produce, Wittenstein, McKesson and many others having selected the business park for their location.

Thousands of people are employed by businesses located in Brewster Creek Business Park, with even more people visiting the businesses on a daily basis as vendors and customers.

With the Brewster Creek Business Park TIF now completely mature and nearing its close, the village has budgeted \$250,000 for incentives this fiscal year in anticipation of attracting one or more final large projects.

Any balance remaining in the municipal portion of the TIF fund after the 23-year period would be distributed to the various taxing districts on a pro-rata basis in accordance with the TIF Act.

Not only would Bannerman's become the first eating and drinking establishment located within either of the village's two business parks; staff believes that the abundance of both indoor and outdoor space coupled with the owner's vision of a beautifully built facility will make this a wonderful complimentary use for Brewster Creek Business Park in terms of better servicing Bannerman's' existing clientele, while also attracting a large number of business park employees as well as their vendors and customers.

INCENTIVE:

As Mr. Maqsood investigated potential locations, including in neighboring communities, staff had multiple meetings and discussions with him in an effort to retain the business and explore potential incentives.

While considering incentives, we considered ways to support this venture and ultimately agreed that reducing the developer's upfront costs is the best route considering that the TIF is soon ending. Thus, rather than offering an ongoing sales tax sharing agreement or fee waivers, staff feels that a TIF-based incentive is most appropriate.

After careful consideration, staff recommends an incentive offer of **\$200,000** to Bannerman's for the development of this new Brewster Creek Business Park location, reimbursable for TIF-eligible expenses only per the Illinois TIF statute including acquisition of land, grading of land, or public improvements.

Based on the anticipated project costs, this would amount to roughly 5% of the developer/business owner's overall investment.

Mr. Maqsood additionally estimates increasing his business's employee count by fifty percent, from twenty to thirty.

This will likely be the final major incentive to be offered to attract a business to Brewster Creek Business Park and we are pleased that it is for such a well-liked unique-to-Bartlett business owned and operated by a village resident.

The incentive agreement also includes a "claw back" provision in the event that the business permanently closes, is sold, or otherwise defaults on its obligations within five (5) years from the date that the Economic Incentive Payment is made by the Village.

JUNE 21, 2022 COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE:

The C&ED Committee reviewed this proposed incentive at its June 21st meeting, at which time it was forwarded to the Village Board for a final vote, to run concurrently with Zoning approvals.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is entered into on this 15th of March, 2022 (the “**Effective Date**”), by and between TRIUMPH CONSTRUCTION SERVICES CORPORATION, an Illinois corporation (“**Seller**”), and JACQUELINE MAQSOOD, or her assignee, (“**Purchaser**”).

RECITALS:

- A. Seller is the owner of the Property (as hereinafter defined).
- B. Purchaser desires to purchase the Property from Seller and Seller desires to sell the Property to Purchaser, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements hereinafter set forth, the parties agree as follows:

1. **DEFINITIONS.** The following terms used herein shall have the following meanings:

1.1 **Business Day:** All days other than Saturday, Sunday, or legal holiday of the United States of America.

1.2 **Closing:** The conveyance, transfer and assignment of the Property by Seller to Purchaser, in accordance with the provisions set forth in this Agreement.

1.3 **Closing Date:** The date shall be August 1st, 2022, or such other date as is mutually agreed upon by Purchaser and Seller in writing.

1.4 **Seller’s Deliveries:** The Seller shall deliver to the Purchaser within (7) days from the Effective Date any existing survey, environmental studies, geotechnical studies, two years of real estate tax bills, service contracts, if any (“**Seller’s Deliveries**”).

1.5 **Deed:** A recordable warranty deed conveying to Purchaser, or Purchaser’s Entity, fee simple title to the Land and Appurtenant Rights, subject only to the Permitted Exceptions (as hereafter defined).

1.6 **Earnest Money:** All sums to be paid by Purchaser as provided in Sections 2.1 herein. The Earnest Money shall be held by the Title Company pursuant to its standard form of strict joint order escrow instructions (“**SJO**”), which shall be executed by Seller and Purchaser on the Effective Date. At Closing, the Earnest Money shall be paid by Title Company to Seller and shall be applied towards the Purchase Price as a credit to Purchaser. If this Agreement is terminated prior to Closing, the Earnest Money shall be disbursed in accordance with the terms and provisions of this Agreement.

1.7 **Environmental Laws:** shall mean: (a) The Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“**CERCLA**”), 42 USC §

9601, *et seq.*; (b) the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*; (c) the Resource Conservation and Recovery Act (“RCRA”), 42 ILCS §6991, *et seq.*; (d) the Clean Water Act, 33 USC § 1251, *et seq.*; (e) The Clean Air Act, 42 USC Section 7401, *et seq.*, and the state and federal common law interpreting the same, as well as state tort law associated with public and private nuisance, local ordinances and all regulations, codes, ordinances and administrative programs promulgated or provided pursuant thereto; as amended from time to time, and as interpreted by courts of competent jurisdiction.

1.8 **Financing Period:** a period of time expiring forty-five (45) days after the Effective Date.

1.9 **Hazardous Materials:** shall mean: (a) “hazardous substance” as that term is defined in CERCLA, as amended from time to time, and as interpreted by courts of competent jurisdiction, and (b) “pollutants” as that term is defined under the statutes, rules and regulations of the State of Illinois, as interpreted by courts of competent jurisdiction; and (c) petroleum, including fractions thereof; and (d) radioactive nuclear materials.

1.10 **Investigation Period:** A period of time expiring forty-five (45) days after the Effective Date.

1.11 **Property:** Collectively, the Land, Appurtenant Rights and Intangible Property, which terms are individually defined as follows:

(a) **Land:** The real estate consisting of approximately 8.1 acres located in Brewster Creek Business Park, Lot 15S, Bartlett, Illinois, which is legally described in Exhibit A attached hereto;

(b) **Appurtenant Rights:** All right, title and interest of Seller to the use of all easements of record that are appurtenant to the Land and to any street, alley or public way adjacent to the Property, before or after vacation by a private owner or governmental body; and

(c) **Intangible Property.** All intangible property in which Seller has an interest relating to the Land, if any, including, without limitation all architectural, engineering and construction plans, drawings, and specifications; all permits, authorizations, approvals, licenses, entitlements and certificates (including, without limitation, certificates of occupancy) issued by governmental bodies or authorities in connection with or relating to the development, construction, ownership, occupancy or operation of any part of the Land.

1.12 **Purchase Contract:** The contract which Seller has entered into with the current record title holder of the Property to purchase the Property.

1.13 **Purchase Price:** [REDACTED] the amount to be paid by Purchaser to Seller at the Closing, subject to adjustment as set forth herein.

1.14 **Purchaser Entity:** Any partnership, corporation or limited liability company which Purchaser shall establish to acquire the Property, provided Purchaser shall hold a controlling ownership interest in any Purchaser Entity.

1.15 **Title Company:** Chicago Title Insurance Company.

1.16 **Underground Storage Tank:** shall mean, underground storage tank as that term is defined in , plus all farm and residential tanks of any volume used or formerly used for any purpose, heating oil tanks used for any purpose, septic tanks, pipeline facilities, surface water impoundments, pits, ponds, lagoons, storm water and waste water collection systems, flow-through process tanks, liquefied traps and associated gathering lines used for any purpose, storage tanks in an underground area at or above the surface of the ground, and those tanks used to contact listed or characteristics waste or solid waste (as those terms are defined in RCRA).

2. **TERMS OF PURCHASE.** Purchaser shall purchase the Property from Seller and Seller shall sell the Property to Purchaser for the Purchase Price and on the terms and subject to the conditions hereinafter set forth:

2.1 **Earnest Money Deposit.** With three (3) Business Days after the Effective Date and execution of the SJO, Purchaser shall deposit the sum of [REDACTED] with the Title Company.

2.2 **Balance of Purchase Price.** At Closing, upon compliance by Seller with all of its obligations as set forth in this Agreement, Purchaser shall deposit the balance of the Purchase Price with the Title Company, after deduction of the Earnest Money and adjustment for all other all credits to which Seller or Purchaser may be entitled as provided herein, by wire transfer of funds.

3. **INVESTIGATION CONTINGENCY.**

3.1 Seller's Deliveries. Within five (5) Business Days after the Effective Date, Seller shall deliver to Purchaser copies of the following documents, to the extent that such are in existence and are in Seller's possession or control on the Effective Date ("Seller's Deliveries"):

(a) Existing title insurance policies, title commitments, subdivision plats, documents constituting covenants, conditions and restrictions, easement, license and/or parking agreements;

(b) Existing surveys and topographical maps and drawings of the Property;

(c) All site plans, engineering plans and drawings, landscape plans, architectural and civil plans and specifications with respect to the Property;

(d) All environmental assessments, reports or studies and any correspondence or other documents relating to the environmental condition of the property, geotechnical reports, soils or boring reports, or hydrological studies of the

(e) Property, closure letters, engineering, wetlands and flood zone reports, studies, tests or related correspondence for the Property, including Phase I environmental audits and any required additional EPA tests;

(f) Any Licenses, permits, service, maintenance, equipment, warranty and management contracts and agreements in the Seller's possession;

(g) Documentation related to any tax protests;

(h) Building Permits, Zoning Documents, Zoning Reports, Licenses and Permits, and all notices, correspondence or other documents received by Seller from any federal, state, county or local governmental body, department or authority relating to the Property; and

(i) All documents relating to any pending or threatened legal actions and/or notices of violations of laws regarding the Property.

3.2 **Due Diligence.** Purchaser shall have the right, at its sole cost, within the Investigation Period, and thereafter as long as this Agreement remains in effect, to review the Seller's Deliveries and to have the Property inspected and to have such tests and feasibility studies performed, including but not limited to Phase I and Phase II assessments of the environmental condition of the Property, by representatives of the Purchaser, including but not limited to engineers, architects, and other construction professionals, as Purchaser shall deem necessary or appropriate (the "**Due Diligence**"). All Due Diligence shall be performed at Purchaser's expense. Purchaser, at its sole expense, shall restore the Property to the same condition it was in prior to any such Due Diligence. Seller shall make itself, its property management company (if any) and site supervisor (if any) reasonably available during the Investigation Period in order to answer Purchaser's or its consultant's questions concerning the Property, and Seller shall otherwise cooperate in good faith in any other manner reasonably requested by Purchaser or its consultants during the Investigation Period to facilitate Purchaser's review of and due diligence concerning the Property, including the delivery of documents and information in addition to that which is listed in Section 3.1 above.

3.3 **Indemnification.** Purchaser agrees to protect, indemnify, defend and hold Seller, and its officers, directors, shareholders, employees, tenants, invitees, agents, successors and assigns (collectively, the "**Indemnified Parties**") harmless from and against any claim for liabilities, losses, costs, expenses (including reasonable attorneys' fees), damages or injuries suffered or incurred by any of the Indemnified Parties arising out of, resulting from, relating to or connected with: (i) any Due Diligence performed at the Property by Purchaser or its agents, employees, consultants, representatives or contractors, but specifically excluding however, any claim for liabilities, losses, costs, expenses (including reasonable attorneys' fees), damages or injuries suffered or incurred by any of the Indemnified Parties (including a reduction in the value of the Property) arising from information obtained by Purchaser or its agents, employees, consultants, representatives or contractors in connection with any Due Diligence; and/or (ii) the negligence or willful misconduct of, or other acts or omissions of, Purchaser or its agents, employees, consultants, representatives or contractors at the Property, provided however that the

foregoing shall not include any claims, demands, causes of action, losses, damages liabilities, costs and expenses of any kind or nature whatsoever caused by the mere discovery of preexisting conditions. The foregoing indemnity shall survive the Closing or earlier termination of this Agreement.

3.4 **Investigation Contingency.** If Purchaser shall not approve the Seller's Deliveries or the results of any Due Diligence, or if Purchaser determines that the Property is not suitable for Purchaser's intended use of the Property or is not satisfactory, for any reason, all as determined by Purchaser in Purchaser's sole and absolute discretion, Purchaser shall have the option to terminate this Agreement by written notice to Seller on or before the end of the Investigation Period and neither party shall have any further liability hereunder, other than pursuant to the indemnity obligation provided in Section 3.2 above (the "**Investigation Contingency**"). If Purchaser timely delivers to Seller the termination notice, the Escrow Agent shall return the Earnest Money to Purchaser. If Purchaser does not advise Seller in writing of its election to terminate this Agreement on or before the end of the Investigation Period, the Investigation Contingency shall be deemed waived and this Agreement shall remain in full force and effect.

3.5 **Financing Contingency.** Purchaser's obligations to Close the transaction contemplated under this Agreement shall be contingent on Purchaser having received a written commitment for a Small Business Administration 7a Loan approval on or before the end of the Financing Period. Should Purchaser not receive such approvals, Purchaser shall be entitled to terminate this Agreement and neither party shall have any further liability hereunder (the "**Financing Contingency**"). If Purchaser timely delivers to Seller the termination notice, the Escrow Agent shall return the Earnest Money to Purchaser. If Purchaser does not advise Seller in writing of its election to terminate this Agreement on or before the end of the Financing Period, the Financing Contingency shall be deemed waived and this Agreement shall remain in full force and effect.

4. **TITLE COMMITMENT AND SURVEY.**

4.1 **Title Commitment.** Within ten (10) Business Days after the Effective Date, Seller shall deliver to Purchaser a commitment (the "**Title Commitment**") for an ALTA form owner's title insurance policy (the "**Owner's Policy**") issued by the Title Company in the amount of the Purchase Price, covering title to the Land and Appurtenant Rights, including any easement parcels which benefit the Property, on or after the Effective Date, showing title in Seller, together with copies of all recorded documents listed as exceptions to the Title Commitment. At Closing, the Owner's Policy shall provide for full extended coverage over all general title exceptions contained in such policies and shall be subject only to the Permitted Exceptions (as hereafter defined) and such other endorsements as Purchaser may request.

4.2 **Survey.** Within ten (10) Business Days after the Effective Date, Seller shall deliver to Purchaser the existing survey of the Land meeting the 2016 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, including Table A items 1, 2, 3, 4, 7a, 8, 9, and 20, prepared by a land surveyor duly licensed in the State of Illinois (the "**Survey**").

4.3 **Title Defects.** If the Title Commitment and/or Survey discloses liens, encumbrances or other matters that are unacceptable to Purchaser (each a "**Title Defect**" and collectively "**Title Defects**"), then Purchaser shall notify Seller (the "**Objection Notice**") of such Defects within the later of (i) seven (7) days after Purchaser's receipt of the last of the Title Commitment and Survey, or (ii) the expiration of the Investigation Period. If Purchaser fails to provide an Objection Notice within such time, then Purchaser shall be deemed to have elected to take title subject to all matters reflected in the Title Commitment and on the Survey. If Purchaser timely provides an Objection Notice, Seller shall then have until the date that is five (5) days after Seller's receipt of the Objection Notice to notify Purchaser ("**Seller's Notice**") as to what Title Defects Seller will cause to be removed from the Title Commitment on or before Closing. If Seller fails to provide a Seller's Notice within such time, then Seller shall be deemed to have elected to cause all Title Defects noted in the Objection Notice to be removed from the Title Commitment and Survey on or before Closing. If Seller so notifies Purchaser that Seller is unable or unwilling to cause any Title Defect to be removed from the Title Commitment or Survey on or before Closing, then Purchaser, in Purchaser's sole and absolute discretion, shall have the option of (i) proceeding with this Agreement and taking title to the Property as it then is, subject to such Title Defects, without offset or deduction from the Purchase Price, (ii) extend the Closing Date to attempt to cure any of Purchaser's Title Objections (up to ten (10) days in the aggregate thereafter), or (iii) terminating this Agreement, in which event the Earnest Money shall be returned to Purchaser and neither party shall have any further obligations or liabilities hereunder, except as otherwise provided herein. Purchaser shall exercise one of its options set forth in clause (i), (ii), or (iii) above by providing written notice thereof to Seller on or before the date that is five (5) days after Purchaser's receipt of the Seller's Notice. If Purchaser fails to provide such notice within such time, Purchaser shall be deemed to have elected to proceed to Closing in accordance with clause (i) above. For purposes of this Agreement, the term "**Permitted Exceptions**" shall mean all title exceptions described in the Title Commitment or matters reflected on the Survey which are not the subject of an Objection Notice by Purchaser within the time period provided above, together with any Title Defects that Seller does not commit to cure and Purchaser elects, under (i) above, to close and take subject to. Notwithstanding the foregoing, Seller shall be obligated to eliminate at or prior to Closing all exceptions on the Title Commitment relating to monetary obligations of a liquidated amount which are due from Seller, including, without limitation, all financing liens.

5. **CONDEMNATION.** If, prior to the Closing Date, any judicial, administrative or other proceeding relating to the proposed taking of all or any part of the Land or Improvements by condemnation or eminent domain or any act in the nature of eminent domain is instituted or threatened, Seller hereby agrees to furnish Purchaser written notification with respect to any such proceeding or threatened proceeding within three (3) Business Days of Seller's learning of same, and Purchaser shall have the option to terminate this Agreement by giving Seller written notice of such termination within fifteen (15) days after receipt of written notification of any such proceeding or threatened proceeding (except that if the Closing Date is less than fifteen (15) days following such notice, Closing shall be delayed until said fifteen (15) day period expires). Purchaser's failure to give such notice in such time shall be conclusive evidence that Purchaser has waived such option to terminate. If such option to terminate is waived, Purchaser shall be credited (against the Purchase Price) or assigned, at Closing, all Seller's rights to any proceeds or award for such taking. If Purchaser elects to terminate this Agreement due to the institution of such proceeding, the Earnest Money shall be promptly returned to Purchaser.

6. **CLOSING**. The Closing shall occur at the offices of the Title Company on the Closing Date. On that date:

6.1 **Possession**. Seller shall deliver sole and exclusive possession of the Property to the Purchaser.

6.2 **Seller's Closing Documents**. Seller shall execute and deliver the following documents to Purchaser:

- (a) the Deed;
- (b) an assignment of the Intangible Property, together with the originals of all Warranties and other documents constituting or evidencing the Intangible Property;
- (c) an ALTA Statement, owner's affidavit or similar document as may be required by the Title Company;
- (d) an affidavit of title, in customary form;
- (e) a certification that Seller is not a "foreign person" as such term is defined in the Internal Revenue Code and the Treasury Regulations promulgated thereunder;
- (f) a closing statement;
- (g) applicable transfer tax declarations;
- (h) A certificate from Seller stating that the representations and warranties made by Seller in this Agreement are true and correct as of the Closing Date; and
- (i) such other documents, instruments, certifications and confirmations which Seller is specifically required to deliver to Purchaser pursuant to this Agreement or as may be otherwise reasonably required in order to consummate this transaction.

6.3 **Purchaser's Closing Documents**. Purchaser shall execute and deliver the following documents to Seller:

- (a) a closing statement;
- (b) applicable transfer tax declarations;
- (c) such other documents, instruments, certifications and confirmations which Purchaser is specifically required to deliver to Seller pursuant to this

Agreement or as may be otherwise reasonably required in order to consummate this transaction or as otherwise may be required by Title Company.

6.4 **New York Style Closing.** The transaction shall be closed by means of a "New York Style" closing and Seller and Purchaser shall each provide any Gap personal undertaking to the Title Company necessary to effect the "New York Style" closing. Seller and Purchaser shall each pay one half of the charges of the Title Company for such New York Style Closing.

6.5 **Seller's Closing Costs.** Seller shall pay (i) all real estate transfer taxes which are imposed by the State of Illinois, County of DuPage and Village of Bartlett on the recording of the Deed, (ii) the cost of the Title Commitment or any other title search charges, (iii) the premium for the Owner's Policy, including the cost of extended coverage, (iv) the charges for the Survey, (v) one-half (1/2) of the escrow fees charged by the Title Company, (vi) cost of removing any mortgages or financing filings of Seller, and (vii) Seller's legal fees and expenses.

6.6 **Purchaser's Closing Costs.** Purchaser shall pay (i) the balance of the Purchase Price, less the Earnest Money, plus or minus proration or other credits to which Purchaser is entitled hereunder, (ii) the cost to record the Deed, (iii) any title or escrow charges incurred by reason of Purchaser's lender, if any, including, without limitation, any money lender's escrow fees, and the cost of all endorsements to the Title Policy that may be requested by Purchaser, other than extended coverage, (iv) one-half (1/2) of the escrow fees charged by the Title Company, and (v) Purchaser's legal fees and expenses.

7. **PRORATIONS AND ADJUSTMENTS.**

7.1 **Real Estate Taxes.** At or prior to Closing, Seller shall cause to be paid in full all unpaid special assessments, if any, and all general real estate taxes for the Property which are due and payable as of the Closing Date. At Closing, Seller shall provide a prorata credit to Purchaser for all real estate taxes for the Property which are due but not yet payable based on 110% of the most recent ascertainable taxes.

7.2 **Non-prorated Items.** Seller shall terminate as of the Closing all insurance policies, property management agreements and any service or maintenance contracts relating to the Property, and there shall be no proration with respect to said items.

7.3 **Proration of Carry Costs.** Purchaser agrees to cover the carry costs associated with the property due to the nature of the requested delayed closing date. Carry costs are defined as interest of the Seller's loan and real estate taxes, and shall be prorated from the waiver of due diligence to the Closing Date, not to exceed \$20,000 unless a mutual extension is agreed to. Seller shall furnish all property tax bills to Purchaser before the close of the due diligence period.

7.4 **Other Items.** All proration or computations made under this Section 7 and all other items that are customarily prorated in transactions similar to the transaction contemplated by this Agreement and that were not covered above shall be prorated as of 12:00

a.m. on the Closing Date, with Purchaser being deemed to own the Property on the Closing Date, so that the Closing Date is a day of income and expense for Purchaser. All prorations or computations made under this Section 7 at Closing shall be final.

8. **SELLER'S REPRESENTATIONS, WARRANTIES, COVENANTS AND CONDITIONS.**

8.1 **Seller's Representations and Warranties.** Seller represents, warrants and covenants, as of the Effective Date, and which shall be deemed remade on the Closing Date, that:

(a) Seller has entered into a valid and binding contract with the current record title holder of the Property to purchase the Property, being the Purchase Contract, and the Purchase Contract is in full force and effect.

(b) Seller is duly organized and in good standing under the laws of the State of Illinois and is authorized to execute this Agreement and has full power and authority to perform all of its obligations under this Agreement, including to execute and deliver all required closing documents.

(c) This Agreement and all other documents delivered prior to or at the Closing have been duly authorized, executed, and delivered by Seller, are binding obligations of Seller and do not violate the provisions of any agreement to which Seller is a party or which affects the Property.

(d) There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy pending against or contemplated by Seller, and no such actions have been threatened against it.

(e) All of the Seller Deliveries are complete copies of those same documents that are in Seller's possession or control as of the Effective Date and Seller has delivered all of the Seller's Deliveries to Purchaser that are in Seller's possession or control.

(f) There are no pending or threatened litigation, actions, judicial or administrative proceedings involving any aspect of the Property, including without limitation building or zoning code violation actions or administrative proceedings, condemnation or eminent domain proceedings or sales in lieu thereof.

(g) There are no special assessments, special tax districts, special service areas, or outstanding obligations (contingent or otherwise) to governmental entities (including, without limitation, any portion payable with the current tax bill), being levied or assessed against or otherwise affecting the Property or any part thereof, and, to the best of Seller's knowledge, none of the foregoing are being contemplated.

(h) Seller is not in default in respect of any of its obligations or liabilities pertaining to the Property nor is there any state of facts or circumstances which, after notice or lapse of time, or both, would constitute such a default.

(i) There are no leases, licenses or occupancy agreements in effect for the Property.

(j) There are no service or maintenance contracts, management agreements or other contracts or agreements of any kind relating to the Property that will be binding on Purchaser after the Closing and all service or maintenance contracts, management agreements or other contracts or agreements of any kind relating to the Property, if any, shall be canceled or otherwise terminated by Seller at or before Closing, so that Purchaser shall have no liability for any amounts due thereunder after the Closing Date.

(k) Seller has no knowledge of and has received no notice that the Property or the use thereof is in any violation of any applicable laws, codes, ordinances or government rules or regulations.

(l) There is no recapture or other payment requirement affecting the Property, including, without limitation, payments or obligations involving refunds for sewer extensions, over-sizing utility lines, lighting or like expenses or charges for work or services affecting the Property, which will bind Purchaser or the Property from and after the Closing and any such payments or obligations shall be paid in full by Seller prior to Closing.

(m) No commitments or agreements have been made with any governmental authority, utility company, school board, property owners' association or any other organization, group or individual, relating to the Property, which would impose an obligation upon Purchaser or its successors or assigns to make any contribution or dedication of money or land, or to construct, install or maintain any improvements of a public or private nature on or off the Property.

(n) No work has been performed or is in progress at the Property, and no materials will have been delivered to the Property, that might provide the basis for a mechanic's, materialmen's or other lien against the Property or any portion thereof, for which effective title insurance will not at Closing be issued to Purchaser, and all amounts due for such work and material shall have been paid and all discharged to Purchaser's satisfaction as of the Closing. Any mechanics liens reflected in the Title Commitment will be resolved, at Seller's expense, prior to Closing.

(o) There are no known violations of any Environmental Laws relating to the Property, including, but not limited to, failure to possess necessary and required permits, approvals and governmental authorizations.

(p) No notices relating to the Property have been received from any governmental agency relating in any way to the Environmental Laws.

(q) There have been no complaints or threatened enforcement actions seeking reimbursement or damages involving claims of personal injury, property damage and/or environmental clean-up liability under the Environmental Laws, or similar notices under any health and safety statute code or ordinance associated with lead paint, mold, asbestos or sick building syndrome relating to the Property.

(r) As part of the Seller Deliveries, Seller has produced to Purchaser all documents within Seller's possession and control involving the environmental condition of the Property and its compliance with the Environmental Laws.

(s) Seller has not generated, stored, treated, handled, processed or disposed of Hazardous Materials on the Property and there has been no known disposal of Hazardous Materials from the Property to an offsite location.

(t) There has been no known release of Hazardous Materials on the Property and the Property is free of any Hazardous Materials that would require a response or remedial action under any Environmental Laws.

(u) There are no Underground Storage Tanks on the Property.

Prior to the Closing Date, Seller shall promptly notify Purchaser in writing of any facts, conditions or circumstances which render any of the representations and warranties set forth herein are in any way inaccurate, incomplete, incorrect or misleading.

8.2 **Seller's Covenants.** From the Effective Date until the earlier to occur of the Closing or a termination of this Agreement:

(a) Seller shall fully perform all of its obligations under the Purchase Contract and shall complete the closing of Seller's acquisition of the Property prior to or simultaneously with the Closing.

(b) Seller shall not enter into any leases affecting the Property.

(c) Seller shall maintain or cause to be maintained the Property in substantially the same condition as of the Effective Date and in compliance with all applicable laws, codes, statutes and governmental rules, regulations and requirements. Except as necessary to comply with the preceding sentence, to effect restoration in cases of emergency, to protect against personal injury or property damage, or to restore or repair any casualty as provided in this Agreement, Seller shall not make or permit any material alterations to the Property without Purchaser's prior written consent, such consent not to be unreasonably withheld. Any restoration or repairs to the Property made by Seller or any material alterations consented to by Purchaser shall be made in compliance with all applicable laws, codes, statutes and governmental rules, regulations and requirements.

(d) Seller shall not cause any new exceptions or restrictions to title for the Property from and after the Effective Date.

(e) Seller shall not solicit offers, list for sale, or negotiate the sale or refinancing of the Property, or any part thereof, with any other party.

(f) Seller shall not enter into any contracts affecting the Property, unless the contract can be terminated by Purchaser at Closing without penalty.

(g) After the Effective Date, Seller shall promptly advise Purchaser in writing of any facts known to Seller indicating any material inaccuracy of any of the representations and warranties contained in Section 8.1 of this Agreement and shall promptly give to Purchaser copies of any written notices which Seller receives concerning the Property.

8.3 **Purchaser's Conditions Precedent.** Purchaser's obligation to close on the purchase of the Property is conditioned on the following:

(a) Seller shall have performed all of the covenants and obligations to be performed by Seller under this Agreement at or before the Closing.

(b) The representations and warranties of Seller set forth in this Agreement shall be true as of the Closing Date.

(c) Title Company being prepared to issue the Title Policy on the Closing Date, subject only to the Permitted Exceptions.

(d) There having been no material adverse change to the condition of the Property since the Effective Date.

If one or more of the conditions set forth above in this Section 8.3 has not been satisfied as of the Closing Date, then Purchaser may, in its sole discretion, (i) either terminate this Agreement by delivering written notice of such termination to Seller at any time on or before the Closing Date, in which case, the Earnest Money shall be promptly returned to Purchaser and neither party shall have any further rights or obligations hereunder or (ii) Purchaser may elect to waive in writing the benefit of any of the conditions set forth in this Section 8.3 and proceed to closing.

8.4 **Knowledge; Survival.** The representations, warranties and covenants set forth in Section 8.1 above shall survive the Closing and delivery and recording of the Deed for a period of twelve (12) months after the Closing Date.

9. **DEFAULT AND REMEDIES.**

9.1 **Seller Default.** If Seller defaults in the performance of any of its obligations under this Agreement, Purchaser may elect to: (a) terminate this Agreement by giving written notice of same to Seller, in which case the Earnest Money shall be returned to Purchaser, this Agreement shall become null and void and neither party shall have any further

liability to the other; (b) proceed to close this transaction notwithstanding such default or nonperformance, thereby waiving any and all claims arising as a result of such default or nonperformance; or (c) elect to enforce the terms of this Agreement by an action for specific performance. The foregoing shall be Purchaser's sole and exclusive remedies at law and in equity and Purchaser expressly waives any right or claim to damages, whether direct or consequential. If Purchaser is entitled to a return of the Earnest Money pursuant to any provision of this Agreement, then Seller shall promptly execute and deliver to the Title Company a written notice authorizing and directing the Title Company to immediately disburse the Earnest Money to or as directed by Purchaser or its representative. Seller's obligations under the immediately preceding sentence shall survive any termination of this Agreement.

9.2 **Purchaser Default.** If Purchaser defaults in the performance of any of its obligations under this Agreement, Seller, as its sole and exclusive remedy at law and in equity, shall be entitled to terminate this Agreement and retain the Earnest Money as liquidated damages as Seller's sole remedy and relief hereunder, the parties being in agreement that Seller's actual damages will be difficult to ascertain.

9.3 **Breach of Obligations, Warranties or Representations.** Notwithstanding anything contained herein to the contrary: (a) in the event of any breach by Seller of a covenant or obligation to be performed or observed after the Closing, or a breach or default by Seller of a representation, warranty, covenant or obligation that survives the Closing, Purchaser shall be entitled to any and all rights and remedies available at law or in equity; and (b) in the event of any default by Purchaser of a covenant or obligation to be performed or observed after the Closing, or a breach or default by Purchaser of a representation, warranty, covenant or obligation that survives the Closing, Seller shall be entitled to any and all rights and remedies available at law or in equity. Notwithstanding the foregoing, in no instance shall either party be entitled to special or consequential damages.

10. **INDEMNIFICATION.** Seller agrees to indemnify and hold Purchaser and its nominees, successors, assigns, officers, directors, partners, agents and employees, harmless of and from any and all liabilities, claims, causes of action, penalties, demands and expenses, of any kind or nature whatsoever (except those items which by this Agreement specifically become the obligation of Purchaser) arising out of, resulting from, relating to, or incident to the Property up to and including the Closing Date or which are in any way related to the ownership, maintenance or operation of the Property, including without limitation the operation of a business thereon, and all expenses related thereto, including, without limitation, court costs and attorneys' fees. Purchaser agrees to indemnify and hold Seller and its nominees, successors, assigns, officers, directors, partners, agents and employees, harmless of and from any and all liabilities, claims, causes of action, penalties, demands and expenses, of any kind or nature whatsoever (except those items which by this Agreement specifically become the obligation of Seller) arising out of, resulting from, relating to, or incident to the Property arising or occurring after the Closing Date or which are in any way related to the ownership, maintenance or operation of the Property, including without limitation the operation of a business thereon after the Closing Date, and all expenses related thereto, including, without limitation, court costs and attorneys' fees.

11. **ASSIGNMENT.** This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

Purchaser may not transfer or assign its rights and obligations under this Agreement without the prior written consent of the Seller, which may be withheld in its sole discretion; provided, however, that Purchaser may transfer and assign at any time and from time to time, in whole or in part, the rights and obligations of Purchaser under this Agreement to a Purchaser's Entity and upon any such assignment, the original Purchaser shall be released from all liabilities and obligations under this Agreement. Seller may not transfer or assign its rights and obligations under this Agreement without the prior written consent of the Purchaser, which may be withheld in its sole discretion.

12. **BROKERAGE**. Seller hereby represents and warrants to Purchaser that Seller has not dealt with any broker or finder in respect to the transaction contemplated hereby other than Entre Commercial Realty ("**Seller's Broker**"), whose commission shall be paid by Seller pursuant to separate agreement. Seller hereby agrees to indemnify Purchaser for any claim for brokerage commission or finder's fee asserted by any person, firm or corporation claiming to have been engaged by Seller. Purchaser hereby represents and warrants to Seller that Purchaser has not dealt with any broker or finder in respect to the transaction contemplated hereby other than Entre Commercial Realty. Purchaser hereby agrees to indemnify Seller and Broker for any claim for brokerage commission or finder's fee asserted by any person, firm or corporation claiming to have been engaged by Purchaser.

13. **MISCELLANEOUS**.

13.1 **Entire Agreement**. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements, oral or written, between the parties hereto respecting such matters. This Agreement may be executed in any number of counterparts which together shall constitute the contract of the parties.

13.2 **Headings**. The headings in this Agreement are for convenience only and shall not be used in interpreting any of the provisions of this Agreement.

13.3 **Construction**. This Agreement shall not be construed more strictly against one party than against the other party merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Purchaser and Seller have contributed substantially and materially to the preparation of this Agreement.

13.4 **Attorney's Fees**. If either party obtains a judgment against the other party by reason of a breach of this Agreement, a reasonable attorney's fee as fixed by the court shall be included in such judgment.

13.5 **Time of the Essence**. The parties hereto agree that time is of the essence of this Agreement.

13.6 **Severability**. This Agreement shall be governed by the laws of the State of Illinois, and any provision of this Agreement which is unenforceable or is invalid or contrary to the law of the state of Illinois shall be of no effect and in such case, all the remaining terms

and provisions of this Agreement shall be fully effective according to the tenor of this Agreement, the same as though no such invalid portion had ever been included.

13.7 **Section 1031 Exchange.** Seller, at any time prior to the Closing Date, may elect to effect a simultaneous or non-simultaneous tax-deferred exchange pursuant to Section 1031, and the regulations pertaining thereto, of the Internal Revenue Code, as amended. Purchaser expressly agrees to cooperate with Seller in connection with any such exchange in any manner which shall not impose any additional cost or liability upon Purchaser, including without limitation by executing any and all documents, including escrow instructions or agreements consenting to Seller's assignment of its rights and obligations hereunder to an exchange entity, which may be necessary to carry out such an exchange; provided, however, that Purchaser shall not be required to take title to any property in order to accommodate Seller in effecting the exchange; and provided further, however, that Seller's election to effect such an exchange shall not delay the Closing Date.

13.8 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument, and may be executed by facsimile or email transmission and any such electronic signatures shall have the same force and effect as original signatures.

13.9 **Time for Performance.** Whenever under the terms of this Agreement the time for performance falls on a Saturday, Sunday, or legal holiday of the United States of America, such time for performance will be on the next day that is not a Saturday, Sunday or legal holiday. In counting any period of time pursuant to this Agreement, the day of the act or event from which the designated period of time begins to run will not be included.

13.10 **No Waivers.** The waiver by either party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either party, in its sole discretion may waive any right conferred upon such party by this Agreement, provided that such waiver shall only be made by giving the other party written notice specifically describing the right waived.

13.11 **OFAC.** Each of Seller and Purchaser represents to the other that, to the best of their knowledge, it is not named on any list of persons, entities and governments issued by the Office of Foreign Assets Control of the United States Department of Treasury ("**OFAC**") pursuant to Executive Order 13224 – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten To Commit or Support Terrorism, as in effect on the date hereof, or any similar list issued by OFAC or any other department or agency of the United States (collectively, "**OFAC Lists**"), or included in, owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to; or otherwise associated with any persons or entities referred to or described in any OFAC Lists.

13.12 **Notices.** Any notice or demand which either party hereto is required or may desire to give or deliver to or make upon the other party shall be in writing and may be given by (i) personal delivery, (ii) overnight courier such as Federal Express, (iii) United States registered or certified mail, return receipt requested, (iv) facsimile transmission, or (v) email

transmission, addressed as follows (subject to the right of either party to designate a different address for itself by notice similarly given):

To Purchaser: Jacqueline Maqsood
Said Maqsood
858 S. Route 59
Bartlett, Illinois 60103
Email: MACSM1@outlook.com

with a copy to: Rock Fusco & Connelly, LLC
321 N. Clark St., Suite 2200
Chicago, Illinois 60654
Attention: Pat Clancy; Jake Rheaume
Email: pclancy@rfclaw.com; jrheaume@rfclaw.com

To Seller: Triumph Construction Services Corporation
c/o Joseph D. Palmisano
19 S. LaSalle Street, Suite 900
Chicago, Illinois 60603
Fax: (312) 782-1046
Email: josephpalm@aol.com

Any notice or demand so given shall be deemed to be delivered or made on the next Business Day if sent by overnight courier, on the third Business Day after the same is deposited in the United States Mail as registered or certified matter, with postage thereon fully prepaid, or on the date of transmission if sent by fax or email.

13.13 **BTS Bid Process.** Purchaser shall have right to bid the project with 3 General Contractors, one of which shall be Triumph Construction Services. Purchaser warrants Triumph a last look on the project. In no event shall Meridian Design Build be one of the bidders to the project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

SELLER:

TRIUMPH CONSTRUCTION SERVICES CORPORATION, an Illinois corporation

By: 
Name: Russell Scurto III
Title: Vice President

PURCHASER:

JACQUELINE MAQSOOD, or her assignee

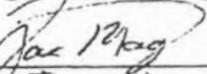
By: 
Name: Jacqueline Maqsood
Title: owner

EXHIBIT A

LEGAL DESCRIPTION

See attached Legal Description

SCHEDULE A
(continued)

5. The Land is described as follows:

THAT PART OF LOT 15 IN BREWSTER CREEK BUSINESS PARK UNIT 2, BEING A SUBDIVISION OF PART OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 2000 AS DOCUMENT R2000-181911, IN DU PAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY NORTHEAST CORNER OF SAID LOT 15, BEING ALSO THE INTERSECTION OF THE SOUTH LINE OF HARDT CIRCLE WITH THE WEST LINE OF HUMBRACHT CIRCLE: THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 29 MINUTES 01 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 15, BEING ALSO THE WEST LINE OF SAID HUMBRACHT CIRCLE, A DISTANCE OF 310.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 15: THENCE SOUTH 87 DEGREES 31 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 15, A DISTANCE OF 360.79 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 1,036.85 FEET TO THE SOUTHWEST CORNER OF SAID LOT 15, BEING ALSO A POINT ON THE EAST LINE OF MUNGER ROAD; THENCE NORTH 00 DEGREES 27 MINUTES 11 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 15, A DISTANCE OF 73.04 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,440.00 FEET AND A CHORD BEARING NORTH 03 DEGREES 12 MINUTES 18 SECONDS EAST, AN ARC DISTANCE OF 183.87 FEET TO A POINT ON SAID CURVE SAID POINT ON CURVE BEING SOUTHERLY 370.25 FEET, AS MEASURED ALONG THE ARC, FROM THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 67 DEGREES 42 MINUTES 37 SECONDS EAST A DISTANCE OF 481.64 FEET TO A POINT ON THE EAST LINE OF SAID LOT 15, SAID POINT BEING ALSO A POINT ON THE WESTERLY LINE OF AFORESAID HARDT CIRCLE; THENCE SOUTHERLY AND EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 15, BEING ALSO THE SOUTHERLY LINE OF SAID HARDT CIRCLE, SAID NORTHERLY LINE BEING THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 70.00 FEET AND A CHORD BEARING SOUTH 77 DEGREES 44 MINUTES 01 SECONDS EAST, AN ARC DISTANCE OF 135.24 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE; THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 233.00 FEET AND A CHORD BEARING SOUTH 71 DEGREES 06 MINUTES 12 SECONDS EAST, AN ARC DISTANCE OF 157.62 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 30 MINUTES 59 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 15, A DISTANCE OF 321.71 FEET TO A POINT 357.85 FEET WEST OF THE AFORESAID POINT OF COMMENCEMENT AS MEASURED ALONG THE SAID NORTH LINE LOT 15; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 322.56 FEET TO THE POINT OF BEGINNING.

END OF SCHEDULE A

PIN: 01-04-308-019

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (08/01/2016)



RESOLUTION 2022 - _____

**A RESOLUTION APPROVING OF BANNERMAN'S
ECONOMIC INCENTIVE AGREEMENT**

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 Bannerman's Economic Incentive Agreement by and among the Village of Bartlett, Friedman Enterprises, Inc., Jacqueline Maqsood, and Said Maqsood dated September 6, 2022 (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2022 - _____ enacted on September 6, 2022, and approved on September 6, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

BANNERMAN'S ECONOMIC INCENTIVE AGREEMENT

THIS ECONOMIC INCENTIVE AGREEMENT (the "Agreement") entered at Bartlett, Illinois, is dated as of this 6th day of September, 2022, by and between the VILLAGE OF BARTLETT, an Illinois municipal corporation of DuPage, Cook and Kane Counties, Illinois (the "Village"); FRIEDMAN ENTERPRISES, INC., an Illinois corporation doing business under the assumed name Bannerman's Sports Grill (alternatively referred to herein as the "Developer/Operator" or "Bannerman's"); JACQUELINE MAQSOOD, individually; and SAID MAQSOOD, individually.

RECITALS:

WHEREAS, Friedman Enterprises, Inc. is an Illinois corporation engaged in the restaurant and bar business in Bartlett, Illinois and wishes to relocate its restaurant and bar business from its current location at 858 South Route 59, Bartlett, Illinois, to a new 8.1 +/- acre location in the Brewster Creek Business Park in Bartlett (Lot 15) which lies in the I-1 EDA Zoning District; and

WHEREAS, Jacqueline Maqsood, as the contract purchaser from the current legal owner thereof, Triumph Construction Services Corporation, has entered a purchase and sale agreement to purchase or acquire title to a certain 8.1 +/- acre parcel of real estate legally described on Exhibit A and commonly known as Lot 15 in the Brewster Creek Business Park (the "Subject Property"), which contract is contingent upon procuring zoning approval to develop the Subject Property with a 10,000 S.F. restaurant and bar, and Said Maqsood, for himself and on behalf of Jacqueline Maqsood and Bannerman's (collectively, the "Petitioner") has filed a petition for (1) site plan review and approval, and

(2) for the grant of special use permits for (a) a restaurant serving alcohol, and (b) live indoor and outdoor entertainment (the "Maqsood/Bannerman's Zoning Petition"); and

WHEREAS, the Village President and Board of Trustees of the Village of Bartlett (the "Corporate Authorities") will consider and take action on "An Ordinance Approving a Site Plan and Granting Special Use Permits for Bannerman's Sports Grill" at its September 6, 2022 regular meeting, which if passed will approve and grant the Maqsood/Bannerman's Zoning Petition allowing for the development of the Subject Property for the Petitioner's intended use of the Subject Property as a restaurant and bar with indoor and outdoor service of alcohol and entertainment, including an outdoor stage for an outdoor music venue (the "Project"); and

WHEREAS, the Corporate Authorities have determined that the addition of a restaurant and bar in the Brewster Creek Business Park, which has over 7,000 employees, as well as numerous daily vendors and customers, would benefit businesses in the area; and providing an outdoor entertainment venue in conjunction with a new restaurant and bar at that location is a desirable amenity that will benefit the entire Bartlett, community; and

WHEREAS, Bannerman's has estimated the cost of land acquisition, construction, development, relocation and set up costs to develop the Project and improve it with a new 10,000 square foot restaurant and bar building, outdoor dining and beer garden, and sound stage for an outdoor music entertainment venue and related public and private improvements (the "Project Improvements") on the Subject Property, and to relocate its business, to be in excess of \$5,000,000 (the "Bannerman's Development Costs"); and

WHEREAS, Bannerman's has requested that the Village provide an economic incentive to help offset a portion of Bannerman's Development Costs, and the Corporate Authorities are willing to provide Bannerman's with an economic incentive in the amount of \$200,000, subject to the terms and conditions set forth herein (the "Economic Incentive Payment") to help induce Bannerman's to develop the Project and construct the Project Improvements; and

WHEREAS, the Village is authorized under the provisions of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5, as amended and supplemented from time to time (the "Economic Development Act") to expend funds for economic development purposes within its corporate limits; and

WHEREAS, the Subject Property is located in the Brewster Creek Industrial Park in Bartlett, Illinois, which lies within the Bartlett Quarry Redevelopment Project Area established by the Village under the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, *et seq.* (the "TIF Act"); and

WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes; and

WHEREAS, the Village is authorized under the provisions of the Economic Development Act and the TIF Act (together, the "Acts") to finance development in accordance with the conditions and requirements set forth in the Acts; and

WHEREAS, the Village and Elmhurst Chicago Stone Company (“ECS”) entered a certain Redevelopment and Financing Agreement dated as of November 4, 1999 (the “RDA”) pertaining to the Bartlett Quarry Redevelopment Project Area, which provided, among other things, that 12.5% of the incremental real estate taxes collected with respect to the taxable real property within the Bartlett Quarry Redevelopment Project Area and paid to the Village Treasurer each year pursuant to Section 11-74.4-8 of the Act (the “TIF Revenue Stream”) be allocated and paid to the Village to be held in the TIF Municipal Account; and

WHEREAS, amounts on deposit in the TIF Municipal Account may be used in the Village’s sole discretion in accordance with the Act, which includes the payment of eligible redevelopment project costs, and there are sufficient monies in the TIF Municipal Account to make the \$200,000 Economic Incentive Payment to Bannerman’s; and

WHEREAS, Section 11-74.4-3(9) of the Act defines eligible project costs to include, among other things, land assembly costs, relocation costs, and certain costs of construction and reconstruction; and

WHEREAS, the estimated Bannerman’s Development Costs to construct and install the Project Improvements on the Subject Property far exceed the \$200,000 Economic Incentive Payment contemplated by the Village to Bannerman’s as provided herein; and

WHEREAS, the acquisition of the Subject Property and development of the Project thereon, and operation of a restaurant and bar with live outdoor entertainment at that location by Bannerman’s will provide a significant local amenity to those employed in the Brewster Creek Business Park and to the Bartlett community as a whole; and

WHEREAS, the Corporate Authorities have determined that it is in the best interest of the Village, to make the \$200,000 Economic Incentive Payment to Bannerman's;

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

1. Recitals Incorporated. The Recitals set forth hereinabove are true and correct and an integral part of this Agreement and are hereby expressly incorporated herein.

2. Conditions Precedent to the Undertakings on the Part of the Village. All undertakings on the part of the Village pursuant to this Agreement are subject to satisfaction of the following conditions by Bannerman's, Jacqueline Maqsood and Said Maqsood, or the applicable entity identified herein, on or before the date of the Economic Incentive Payment is made as provided for in paragraph 4 below, or as otherwise specifically hereinafter provided:

a. Closing on the purchase of the Subject Property by (1) Jacqueline Maqsood, or (2) a new entity designated by her, provided Jacqueline Maqsood and/or Said Maqsood own and manage all of the outstanding shares of stock or membership interests therein, and are the directors, officers or managers thereof (a "Permitted Designee"), or (3) Bannerman's.

b. A certificate of good standing from the Illinois Secretary of State for Friedman Enterprises, Inc., and if a new ownership entity is designated, for that entity as well.

c. Bannerman's shall have delivered to the Village a certified statement of the Bannerman's Development Costs, including all budgeted development, construction, land acquisition, and relocation costs and improvements on the Subject Property (the "Project Budget Documentation") and a summary of the sources of funds for payment of costs for the entire Project, including, but not limited to, cash invested by Bannerman's Jacqueline Maqsood, and Said Maqsood, loans and grants, together with copies of all loan commitments, loan agreements, promissory notes, mortgages, assignments of rent, security agreements, and guaranties to evidence and secure any and all loans used to finance the Project (the "Sources of Funds/Loan Documentation").

d. Bannerman's, Jacqueline Maqsood and Said Maqsood shall have certified to the Village that there exists no material default under this Agreement, or any loan agreement, note, mortgage, assignment of rents, security agreement, guaranty, or any other document which Bannerman's, Jacqueline Maqsood and Said Maqsood, or any of them, have executed in connection with financing the acquisition of the Subject Property and the Bannerman's Development Costs to make its new relocated restaurant, bar and outdoor music venue business operational, and that Bannerman's, Jacqueline Maqsood and Said Maqsood, or any of them, have not received any notice of any violation of any applicable laws, statutes, rules or regulations, of the United States, the State of Illinois, County of DuPage and any agency thereof, or of any ordinances, rules or regulations of the Village pertaining to the Project.

3. Conditions Precedent to the Undertakings on the Part of Bannerman's.

a. Closing on the purchase of the Subject Property by Jacqueline Maqsood, or Bannerman's, or a Permitted Designee.

b. Payment of the Economic Incentive Payment by the Village as provided herein.

4. The Village will make and deliver the \$200,000 Economic Incentive Payment to Bannerman's after (a) at least \$200,000 worth of Project Improvements have been completed as certified by an architect hired by Bannerman's, Jacqueline Maqsood, and Said Maqsood, or any of them ("Bannerman's and/or Maqsood"), or if no such architect is employed by Bannerman's, then by the Village's Building and Code Enforcement Division Manager, that the value of work in place and materials stored on the Subject Property exceeds \$200,000; (b) receipt by the Village of an owner's sworn statement, a general contractor's sworn statement, and waivers of lien signed by the general contractor and its subcontractors, and material suppliers that furnished labor and/or materials in connection with the Project Improvements being constructed on the Subject Property evidencing payments made by Bannerman's and/or Maqsood in excess of \$200,000 (the "Payment Documents") in form acceptable to (i) the title company if a construction escrow is established, by Bannerman's and/or a commercial lender in connection with the Project Improvements, or (ii) if no such construction escrow is established, then as approved by the Village Attorney.

5. Bannerman's Repayment Obligation. In the event the Village has made the Economic Incentive Payment as provided herein, and any of the following events occurs within five (5) years from the date said Economic Incentive Payment is made by the Village, each of which shall constitute a default, Bannerman's, Jacqueline Maqsood and Said Maqsood shall each be jointly and severally, and in the case of Jacqueline Maqsood

and Said Maqsood, personally liable to repay the Economic Incentive Payment to the Village (the "Repayment Obligation"):

a. Failure to complete the Project Improvements and place a new restaurant and bar with outdoor music venue in operation on the Subject Property before June 15, 2024.

b. The sale or transfer of (i) the Subject Property; (ii) substantially all of the assets of Bannerman's; (iii) more than 50% of the stock in Bannerman's.; or (iv) 50% of the membership interests or stock in any of Permitted Designee ownership entity, except to another wholly owned subsidiary of Bannerman's; unless to a new owner and operator of the restaurant, bar and music venue on the Subject Property approved by the Corporate Authorities at its sole discretion.

c. The closing of the restaurant and bar business on the Subject Property.

d. In the event Bannerman's, Jacqueline Maqsood, Said Maqsood, or the Permitted Designee (if any) shall: (i) become insolvent; or (ii) be unable, or admit in writing its, her, his or their inability to pay, its, her, his or its debts as they mature; or (iii) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its, her, his or their property; or (iv) be adjudicated a bankrupt; or (v) file a petition in bankruptcy or to effect a plan or other arrangement with creditors; or (vi) file an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or to effect a plan or other arrangement with creditors; or (vii) apply to a court for the appointment of a receiver; or (viii) have a receiver or similar official appointed for any of their assets, or, if such receiver or similar official is

appointed without the consent of Bannerman's, or any of them, as the case may be, and such appointment shall not be discharged within sixty (60) days after his appointment or any of them have not bonded against such receivership or appointment; or (ix) a petition described in (x) is filed against any of them and remains undismissed for a period of sixty (60) consecutive days, unless the same has been bonded; or (xi) material monetary default under the terms of any loan agreement.

6. Curing Default. In the event of any default under or violation of this Agreement, the party not in default or violation shall serve written notice upon the party or parties in default or violation, which notice shall be in writing and shall specify the particular violation or default. All parties hereto reserve the right to cure any violation of this Agreement or default by any of them hereunder within thirty (30) days from written notice of such default. If such default is so cured to the satisfaction of the parties hereto within said thirty (30) day period, all the terms and conditions of this Agreement shall remain in full force and effect.

7. Force Majeure. Notwithstanding any provisions of this Agreement to the contrary, in the event of any delay caused by *force majeure*, including, without limitation, damage or destruction by fire or other casualty; condemnation; strike; lock out; civil disorder; war; shortage of labor or shortage or delay in shipment of material or fuel; acts of God; governmental regulations, pandemic or other causes beyond the reasonable control of Bannerman's, Jacqueline Maqsood, Said Maqsood, or the Permitted Designee (if any); and/or any court order or judgment affecting any governmental approvals or this Agreement resulting from any litigation concerning the Subject Property and/or the Project; the time periods for Bannerman's, Jacqueline Maqsood, Said Maqsood, or the

Permitted Designee (if any), to perform under this Agreement shall be extended for the amount of time performance is so delayed.

8. Law Governing. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

9. Notices. All notices and requests required pursuant to this Agreement shall be sent by certified mail as follows:

To Friedman Enterprises, Inc.
doing business under the
assumed name
Bannerman's Sports Grill:

To Jacqueline Maqsood:

To Said Maqsood:

With a copies to:

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

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

10. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Village, Bannerman's, Jacqueline Maqsood, Said Maqsood, or the Permitted Designee (if any), and each of their respective officials, officers, employees, directors, shareholders, managers, members, subsidiaries, affiliates, heirs, beneficiaries, estates, trusts, legal representatives, successors and assigns.

11. Limitation of Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the Village, its officials, officers, agents and employees, in any amount or in excess of the Economic Incentive Payment agreed by the Village to be paid to Bannerman's hereunder, subject to the terms and conditions herein, and no liability, right or claim at law or in equity shall attach to or shall be incurred by the Village, its officials officers, agents and employees in excess of such amounts and all and any such rights or claims of Bannerman's, Jacqueline Maqsood, Said Maqsood, or the Permitted Designee (if any), or any of them, in excess of the Economic Incentive Payment against the Village, except for the recovery of litigation costs and attorney's fees as provided in paragraph 12 hereof. No recourse under or upon any obligation, covenant or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against Bannerman's, Jacqueline Maqsood, Said Maqsood, or the Permitted Designee (if any), or any of them, in excess of the Economic Incentive Payment actually paid by the Village, subject to the terms and conditions herein, and no liability, right or claim at law or in equity shall attach to or shall be incurred by Bannerman's, Jacqueline Maqsood, Said Maqsood, or the Permitted Designee (if any), or any of them,

in excess of the Repayment Obligations hereunder, except for the recovery of litigation costs and attorney's fees as provided in paragraph 12 hereof.

12. Litigation Costs and Attorney's Fees.

a. In the event the Village institutes legal proceedings against Bannerman's, Jacqueline Maqsood, Said Maqsood, or the Permitted Designee (if any), or any of them, for violation of this Agreement and secures a judgment in its favor, or in the event Bannerman's, Jacqueline Maqsood, Said Maqsood, or the Permitted Designee (if any), or any of them, institutes legal proceedings against the Village for violation of this Agreement and fails to receive a monetary award or equitable relief against the Village, the court having jurisdiction thereof shall determine and include in its judgment and order a provision requiring Bannerman's, Jacqueline Maqsood, Said Maqsood, or the Permitted Designee (if any) to reimburse the Village for all expenses of such legal proceedings incurred by the Village, including, but not limited to, the court costs and reasonable attorneys' fees, expert witnesses' fees, etc., incurred by the Village in connection therewith.

b. In the event Bannerman's, Jacqueline Maqsood, Said Maqsood, or the Permitted Designee (if any), or any of them, institute legal proceedings against the Village for violation of this Agreement and secures a judgment in its favor, or in the event the Village institutes legal proceedings against all or any of them for violation of this Agreement and fails to receive a monetary award or equitable relief against all, or any of them, the court having jurisdiction thereof shall determine and include in its judgment and order a provision requiring the Village to reimburse Bannerman's, Jacqueline Maqsood, Said Maqsood, or the Permitted Designee (if any) for all expenses of such legal

proceedings incurred by them, including, but not limited to, the court costs and reasonable attorneys' fees, expert witnesses' fees, etc., incurred by them in connection therewith.

13. No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

14. Section Headings and Subheadings. All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provision thereunder whether covered or relevant to such heading or not.

15. Authorization to Execute. The President and Secretary of Friedman Enterprises, Inc., and the manager(s) or member(s), officers of any Permitted Designee signing this Agreement, each warrant that they have been lawfully authorized to execute and to attest to this Agreement and have done all things necessary under the terms of its Bylaws or Operating Agreement to approve of this Agreement and authorize its execution, and shall deliver to the Village, upon request, corporate resolutions, limited liability company resolutions or memorandums, authorizing their respective agents to affix their signatures hereto.

16. Amendment. This Agreement sets forth all of the promises, inducements, agreements, conditions and understandings between the parties relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings,

either oral or written, express or implied, between them, other than are herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

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

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is entered into as of the date and year first written above.

Friedman Enterprises, Inc., doing
business under the assumed name
Bannerman's

Village of Bartlett

By: _____
Jacqueline Maqsood, President

By: _____
Kevin Wallace, Village President

Attest:

Attest:

Said Maqsood, Secretary

Lorna Giles, Village Clerk

Jacqueline Maqsood, individually

Said Maqsood, individually

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT A

LEGAL DESCRIPTION – LOT 15 IN BREWSTER CREEK BUSINESS PARK UNIT 2:

THAT PART OF LOT 15 IN BREWSTER CREEK BUSINESS PARK UNIT 2, BEING A SUBDIVISION OF PART OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 2000 AS DOCUMENT R2000-181911, IN DU PAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY NORTHEAST CORNER OF SAID LOT 15, BEING ALSO THE INTERSECTION OF THE SOUTH LINE OF HARDT CIRCLE WITH THE WEST LINE OF HUMBRACHT CIRCLE; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 29 MINUTES 01 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 15, BEING ALSO THE WEST LINE OF SAID HUMBRACHT CIRCLE, A DISTANCE OF 310.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 15; THENCE SOUTH 87 DEGREES 31 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 15; A DISTANCE OF 360.79 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 1,036.85 FEET TO THE SOUTHWEST CORNER OF SAID LOT 15, BEING ALSO A POINT ON THE EAST LINE OF MUNGER ROAD; THENCE NORTH 00 DEGREES 27 MINUTES 11 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 15, A DISTANCE OF 73.04 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,440.00 FEET AND A CHORD BEARING NORTH 03 DEGREES 12 MINUTES 18 SECONDS EAST, AN ARC DISTANCE OF 183.87 FEET TO A POINT ON SAID CURVE SAID POINT ON CURVE BEING SOUTHERLY 370.25 FEET, AS MEASURED ALONG THE ARC, FROM THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 67 DEGREES 42 MINUTES 37 SECONDS EAST A DISTANCE OF 481.64 FEET TO A POINT ON THE EAST LINE OF SAID LOT 15, SAID POINT BEING ALSO A POINT ON THE WESTERLY LINE OF AFORESAID HARDT CIRCLE; THENCE SOUTHERLY AND EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 15, BEING ALSO THE SOUTHERLY LINE OF SAID HARDT CIRCLE, SAID NORTHERLY LINE BEING THE ARC OF ANON-TANGENT CURVE, CONCAVE TO THE NORTH HAVING A RADIUS OF 70.00 FEET AND A CHORD BEARING SOUTH 77 DEGREES 44 MINUTES 01 SECONDS EAST, AN ARC DISTANCE OF 135.24 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE; THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 233.00 FEET AND A CHORD BEARING SOUTH 71 DEGREES 06 MINUTES 12 SECONDS EAST, AN ARC DISTANCE OF 157.62 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 30 MINUTES 59 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 15, A DISTANCE OF 321.71 FEET TO A POINT 357.85 FEET WEST OF THE AFORESAID POINT OF COMMENCEMENT AS MEASURED ALONG THE SAID NORTH LINE OF LOT 15; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 322.56 FEET TO THE POINT OF BEGINNING.



Agenda Item Executive Summary

| | | | |
|-----------|---|--------------------|-------|
| Item Name | Support of DuPage County joining the Stop CPKC Coalition Opposing Merger of the Canadian Railway and Kansas City Southern Railroads | Committee or Board | Board |
|-----------|---|--------------------|-------|

BUDGET IMPACT

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

EXECUTIVE SUMMARY

On March 1, 2022 the Village Board voted that the Village of Bartlett join a coalition formed with other communities that share similar concerns regarding the potential merger of Canadian Pacific and Kansas City Southern Railways. The IGA has been prepared to formalize the coalition and its members by adding DuPage County as one of its members.

ATTACHMENTS (PLEASE LIST)

Staff memo dated August 30, 2022
Resolution
Intergovernmental Agreement

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I Move to Approve Resolution 2022- ____ a Resolution Authorizing an Intergovernmental Agreement Between the County of DuPage and the Following Municipalities: Village of Itasca, City of Wood Dale, Village of Roselle, Village of Bensenville, Village of Bartlett, City of Elgin, The Village of Hanover Park and the Village of Schaumburg for DuPage to Join the Stop CPKC Coalition Opposing Merger of the Canadian Pacific Railway and Kansas City Southern Railroads as Proposed.

Staff: Scott Skrycki Date: 08/30/2022
Assistant Village Administrator

Memorandum

To: Paula Schumacher, Village Administrator
From: Scott Skrycki, Assistant Village Administrator
Date: August 30, 2022
Re: Support of DuPage County joining the Stop CPKC Coalition
Opposing Merger of the Canadian Railway and Kansas City
Southern Railroads

On March 1, 2022 the Village Board voted that the Village of Bartlett join a coalition formed with other communities that share similar concerns regarding the potential merger of Canadian Pacific and Kansas City Southern Railways. The IGA has been prepared to formalize the coalition and its members by adding DuPage County as one of its members.

Each of the municipalities of the coalition, approved a submission of an application with the Surface Transportation Board to review the identified adverse impacts relating to the merger. The coalition also is promoting awareness of the detrimental impacts specifically associated with the projected freight train traffic increase of more than 300% on their communities with the completion of the merger.

Motion

I Move to Approve Resolution 2022- ____ a Resolution Authorizing an Intergovernmental Agreement Between the County of DuPage and the Following Municipalities: Village of Itasca, City of Wood Dale, Village of Roselle, Village of Bensenville, Village of Bartlett, City of Elgin, The Village of Hanover Park and the Village of Schaumburg for DuPage to Join the Stop CPKC Coalition Opposing Merger of the Canadian Pacific Railway and Kansas City Southern Railroads as Proposed.

RESOLUTION 2022-_____

A Resolution Approving an Intergovernmental Agreement Between the County of DuPage and the Following Municipalities: Village of Itasca, City of Wood Dale, Village of Roselle, Village of Bensenville, Village of Bartlett, City of Elgin, Village of Hanover Park and the Village of Schaumburg and authorizing the Village President to Execute Said Agreement Allowing the County of DuPage to Join the Stop CPKC Coalition Opposing Merger of the Canadian Pacific Railway and Kansas City Southern Railroads as Proposed

WHEREAS, the Village of Itasca, the City of Wood Dale, the Village of Roselle, the Village of Bensenville, the Village of Bartlett, the City of Elgin, the Village of Hanover Park and the Village of Schaumburg (collectively, the "Municipalities") are Illinois municipal corporations; and

WHEREAS, Article 7, Section 10 of the Illinois Constitution of 1971 and the Illinois Intergovernmental Cooperation Act 5 ILCS 220/1 et seq. allow units of local government to enter into intergovernmental agreements in the furtherance of their governmental purposes; and

WHEREAS, on October 29, 2021, Canadian Pacific Railway Limited, et al. (CP) and Kansas City Southern, et al. (KCS) filed an application with the Surface Transportation Board (STB) seeking authorization from the STB For CP to acquire KCS; and

WHEREAS, CP and KCS are two of seven Class I railroads, which are the largest freight railroads serving a variety of industries including agriculture and minerals, military, automotive, chemical and petroleum, energy, industrial, and consumer products; and

WHEREAS, the approval of the merger is expected to increase freight traffic on the Milwaukee District West rail line through the Parties by up to 300% in three years; and

WHEREAS, the Municipalities agree that the increase of freight train traffic and train lengths through their communities may have a detrimental impact on the quality of life for residents and business operations; and

WHEREAS, the Municipalities entered an “Intergovernmental Agreement Forming the Stop CPKC Coalition and Sharing Costs to Represent the Common Interests of the Parties Related to the Merger of the Canadian Pacific and the Kansas City Southern Railroads” with an effective date of February 14, 2022 (the “Coalition IGA”) and thereby created the Stop CPKC Coalition Opposing the Merger of the Canadian Pacific Railway and the Kansas City Southern Railroad (the “Stop CPKC Coalition”); and

WHEREAS, the County of DuPage desires to join the Stop CPKC Coalition and to financially participate with the Municipalities in the Coalition sharing of expenses, and the Municipalities desire that the County of DuPage be allowed to join the Stop CPKC Coalition and financially participate with the Municipalities in the sharing of Coalition expenses;

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: That the Intergovernmental Agreement between the County of DuPage and the following Municipalities: The Village of Itasca, the City of Wood Dale, the Village of Roselle, the Village of Bensenville, the Village of Bartlett, the City of Elgin, the Village of Hanover Park, and the Village of Schaumburg for DuPage County to Join the Stop CPKC Coalition Opposing the Merger of the Canadian Pacific Railway and the Kansas City Southern Railroads as Proposed, attached hereto as Exhibit A and expressly incorporated herein (the “Amended Stop CPKC Coalition IGA”) is hereby approved.

SECTION TWO: That the Village President is hereby authorized and directed to sign the Amended Stop CPKC Coalition IGA Agreement on behalf of the Village of Bartlett.

SECTION THREE: The Village Board further authorizes and approves any Intergovernmental Agreements that solely add additional members to the Stop CPKC Coalition, provided there is no increase in the monetary expenditures previously authorized by the Village Board for participation in the Stop CPKC Coalition, and the Village President is hereby further authorized to sign any such additional Intergovernmental Agreements.

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: September 6, 2022

APPROVED: September 6, 2022

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 2022 - _____ enacted on September 6 2022, and approved on September 6, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND
THE FOLLOWING MUNICIPALITIES:
THE VILLAGE OF ITASCA, THE CITY OF WOOD DALE, THE VILLAGE OF ROSELLE,
THE VILLAGE OF BENSENVILLE, THE VILLAGE OF BARTLETT, THE CITY OF
ELGIN, THE VILLAGE OF HANOVER PARK AND THE VILLAGE OF SCHAUMBURG
FOR DUPAGE TO JOIN THE STOP CPKC COALITION OPPOSING MERGER OF THE
CANADIAN PACIFIC RAILWAY AND KANSAS CITY SOUTHERN RAILROADS AS
PROPOSED

This Intergovernmental Agreement (hereinafter referred to as “AGREEMENT”) is entered into this ____ day of _____, 2022, between the County of DuPage, a body corporate and politic (hereinafter referred to as “DUPAGE”), with offices located at 421 N. County Farm Road, Wheaton, IL 60187 and the Village of Itasca, the City of Wood Dale, the Village of Roselle, the Village of Bensenville, the Village of Bartlett, the City of Elgin, the Village of Hanover Park and the Village of Schaumburg, municipal corporations (hereinafter referred to as “MUNICIPALITIES”). DUPAGE and the MUNICIPALITIES are hereinafter sometimes individually referred to as a “party” or together as the “parties.”

WHEREAS, DUPAGE, by virtue of its powers set forth in the “Counties Code” (55 ILCS 5/5-1005 and the MUNICIPALITIES by virtue of their powers set forth in the “Illinois Municipal Code” (65 ILCS 5/5-1-1 *et seq.*) are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, DUPAGE and MUNICIPALITIES are public agencies as that term is defined in the Intergovernmental Cooperation Act, (5 ILCS 220/1 *et seq.*); and

WHEREAS, the Illinois General Assembly has granted DUPAGE authority to appropriate and expend funds from the county treasury for economic development purposes as deemed necessary or desirable for the promotion of economic development in the county (55 ILCS 5/5-1005); and

WHEREAS, the Canadian Pacific Railway (CP) currently traverses the Villages of Bartlett, Hanover Park, Roselle, Itasca, Bensenville, the City of Wood Dale and unincorporated Bloomingdale Township, all communities located, in whole or in part, within DuPage County with a combined population of over 150,000; and

WHEREAS, CP operates on average of three (3) freight trains per weekday across eighteen (18) at-grade street crossings, including four (4) DUPAGE highways; and

WHEREAS, CP operates along Metra’s Milwaukee District West commuter rail service line which had an average daily ridership in 2019 of 16,175; and

WHEREAS, on October 29, 2021, CP and Kansas City Southern (KCS) filed an application with the Surface Transportation Board (STB) seeking authorization from the STB for CP to acquire KCS (hereinafter “MERGER”); and

WHEREAS, with an approval of the MERGER, freight train traffic on the CP through the MUNICIPALITIES will increase by more than 300% in the first three years; and

WHEREAS, the increase of freight train traffic and train lengths through the communities in DuPage County will have a detrimental impact on business operations, economic development, economic stability and the quality of life for almost 150,000 DuPage residents; and

WHEREAS, the MERGER as proposed will result in many identified adverse impacts including, but not limited to, increased vehicle delays at crossings, potential Metra commuter rail schedule changes, increased noise, and air quality concerns due to increased train traffic as well as truck emissions associated with a significant increase in rail car handling and transport; and

WHEREAS, DUPAGE and MUNICIPALITIES share common interests such as protecting the economic interests of residents and businesses, including preventing this MERGER from occurring as proposed; and

WHEREAS, the MUNICIPALITIES have previously entered into an intergovernmental agreement forming a Coalition to represent their common interests in the merger proceedings pending before the STB (“COALITION IGA”); and

WHEREAS, the MUNICIPALITIES have agreed to share in the costs related to assessing, reviewing, evaluating, communicating, and representing the Coalition’s interests; and

WHEREAS, DUPAGE is a county without home rule authority and is limited to those powers expressed or implied by statute or the Illinois Constitution; and

WHEREAS, on March 8, 2022, the DuPage County Board passed a Resolution opposing the MERGER as currently proposed by CP and KCS and granting the Chairman of the DuPage County Board authority to execute any documents necessary to join the Coalition and to financially participate with the Coalition in an amount not to exceed \$100,000 for any costs allowed under state law.

1.0 INCORPORATION

1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.

2.0 RESPONSIBILITIES AND RIGHTS OF PARTIES

2.1 All parties agree the terms of the COALITION IGA shall remain in effect for the MUNICIPALITIES who entered the COALITION IGA, and if any terms are in conflict between the COALITION IGA and this AGREEMENT, the terms of the COALITION IGA shall prevail. This additional AGREEMENT is necessary for DUPAGE to legally join the Coalition. As DUPAGE is not a party to the COALITION IGA, no terms in the COLATION IGA apply to DUPAGE, unless expressly specified in this AGREEMENT.

- 2.2. DUPAGE is entitled to one representative who shall make decisions and may vote in furtherance of duties and purposes of the Coalition as a full voting member of the Coalition. If DuPage wishes to leave the Coalition, it may do so by submitting a 30 days' written notice of said termination to the MUNICIPALITIES. DUPAGE would then pay the remaining balance of costs it owed to the Coalition that accrued on or before DUPAGE's notice of termination. DUPAGE is not responsible for any costs accrued after said notice of termination has been given.
- 2.3 DUPAGE acknowledges that the Village of Itasca has agreed to take the lead to coordinate on behalf of all parties in the Coalition, including invoicing all parties. Each party agrees to pay or dispute the party's invoices within 45 days of receipt. The parties agree that DUPAGE shall not be responsible for expenses which exceed or conflict with DUPAGE's statutory authority.
- 2.4 The Coalition is responsible for establishing and approving eligible interests along with associated costs and expenses. The MUNICIPALITIES agree that the DUPAGE share of Coalition expenses, not to exceed \$100,000, must be limited to costs incurred for expert testimony, data collection and technical analysis of traffic congestion and delays, assessment of crossing improvement needs and costs, and determination of the economic impacts of the MERGER as proposed.

3.0 AUTHORITY TO EXECUTE/RELATIONSHIP

- 3.1. The parties hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the parties intend to be bound by the terms and conditions contained herein.

4.0 COUNTERPARTS

- 4.1 This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.
- 4.2 Electronic signatures are permitted upon this document by affixing a photograph of the signatories' signature and electronic copies of this document shall be deemed to be an original.

IN WITNESS whereof, the parties set their hands and seals as of the date first written above.

COUNTY OF DU PAGE

VILLAGE OF BARTLETT

Daniel J. Cronin
Chairman, DuPage County Board

Kevin Wallace
Village President

Memo

To: Paula Schumacher, Village Administrator
From: Nick Talarico, Civil Engineer
Subject: **2022 Various Streets Resurfacing Project**
Date: August 29, 2022

On August 11, 2022, a notice to bidders was published in the IDOT Contractor's Bulletin and on The Village website soliciting bids for the "2022 Various Streets Resurfacing Project". The work consists of asphalt surface removal, pavement patching, asphalt binder and surface courses, drainage structure adjustments, sidewalk/curb and gutter/driveway removal and replacement, pavement marking, and landscape restoration.

The bid opening was held on August 26th and The Village received six (6) bid proposals by prospective bidders, all of which qualified for review. A bid tabulation sheet is attached.

The bids ranged from \$1,387,883.89 to \$1,668,489.80, with Arrow Road Construction Co. being the lowest bidder. Arrow Road Construction Co. is a well-known paving contractor in the Chicagoland suburbs and satisfactorily completed The Village's resurfacing project in 2021.

Upon receipt of the last Rebuild-Illinois disbursement, the Village will have a total of \$1,265,218.98 of RBI funds to be used on this project. The remainder of the project will be funded using MFT dollars which have previously been allocated for use on our General Maintenance program.

RECOMMENDATION

Staff recommends awarding the contract to Arrow Road Construction Co. for the 2022 Various Streets Resurfacing Project.

MOTION

I MOVE TO APPROVE RESOLUTION # 2022-____-R, A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S 2022 VARIOUS STREETS RESURFACING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND ARROW ROAD CONSTRUCTION CO.



VILLAGE OF BARTLETT

2022 Various Streets Resurfacing Project
 BID TABULATION
 August 26, 2022

Arrow Road Construction Co.
 1445 Oakton St.
 Elk Grove Village, IL 60007

Schroeder Asphalt Services, Inc.
 P.O. Box 831
 Huntley, IL 60142

J.A Johnson Paving Co.
 1025 E. Addison Court
 Arlington Heights, IL 60005

Plote Construction, Inc.
 1100 Brandt Dr.
 Hoffman Estates, IL 60192

Brothers Asphalt Paving, Inc.
 315 S. Stewart Ave.
 Addison, IL 60101

A Lamp Concrete Contractors, Inc.
 1900 Wright Blvd.
 Schaumburg, IL 60193

| Item No. | Items | Unit | Quantity | Arrow Road Construction Co. | | Schroeder Asphalt Services, Inc. | | J.A Johnson Paving Co. | | Plote Construction, Inc. | | Brothers Asphalt Paving, Inc. | | A Lamp Concrete Contractors, Inc. | |
|----------|--|-------|----------|-----------------------------|--------------|----------------------------------|--------------|------------------------|--------------|--------------------------|--------------|-------------------------------|--------------|-----------------------------------|--------------|
| | | | | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 20200100 | EARTH EXCAVATION | CY | 24.5 | \$45.00 | \$1,102.50 | \$40.50 | \$992.25 | \$37.00 | \$906.50 | \$45.00 | \$1,102.50 | \$40.70 | \$997.15 | \$63.00 | \$1,543.50 |
| 21101615 | TOPSOIL FURNISH AND PLACE, 4" | SY | 1663.4 | \$6.50 | \$10,812.10 | \$7.00 | \$11,643.80 | \$6.50 | \$10,812.10 | \$7.35 | \$12,225.99 | \$11.25 | \$18,713.25 | \$4.75 | \$7,901.15 |
| 25000210 | SEEDING, CLASS 2A | ACRE | 1.32 | \$1,259.00 | \$1,661.88 | \$2,000.00 | \$2,640.00 | \$500.00 | \$660.00 | \$1.00 | \$1.32 | \$5,473.05 | \$7,224.43 | \$5,800.00 | \$7,656.00 |
| 25100630 | EROSION CONTROL BLANKET | SY | 1663.4 | \$3.00 | \$4,990.20 | \$1.50 | \$2,495.10 | \$6.50 | \$10,812.10 | \$3.00 | \$4,990.20 | \$1.98 | \$3,293.53 | \$3.75 | \$6,237.75 |
| 31101200 | SUBBASE GRANULAR MATERIAL, TYPE B 4" | SY | 267.9 | \$8.00 | \$2,143.20 | \$4.40 | \$1,178.76 | \$4.00 | \$1,071.60 | \$4.00 | \$1,071.60 | \$4.40 | \$1,178.76 | \$9.00 | \$2,411.10 |
| 40600290 | BITUMINOUS MATERIALS (TACK COAT) | LB | 38780.6 | \$0.01 | \$387.81 | \$0.01 | \$387.81 | \$0.01 | \$387.81 | \$0.01 | \$387.81 | \$0.35 | \$13,573.21 | \$0.01 | \$387.81 |
| 40603200 | POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50 | TON | 2411.7 | \$97.40 | \$234,899.58 | \$112.00 | \$270,110.40 | \$105.00 | \$253,228.50 | \$110.00 | \$265,287.00 | \$120.00 | \$289,404.00 | \$128.00 | \$308,697.60 |
| 40604060 | HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50 | TON | 4823.2 | \$90.35 | \$435,776.12 | \$90.00 | \$434,088.00 | \$88.00 | \$424,441.60 | \$85.90 | \$414,312.88 | \$95.00 | \$458,204.00 | \$100.00 | \$482,320.00 |
| 40604062 | HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N70 | TON | 8.9 | \$287.60 | \$2,559.64 | \$100.00 | \$890.00 | \$375.00 | \$3,337.50 | \$667.00 | \$5,936.30 | \$100.00 | \$890.00 | \$270.00 | \$2,403.00 |
| 42400200 | PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH | SF | 12077.1 | \$5.50 | \$66,424.05 | \$8.00 | \$96,616.80 | \$7.75 | \$93,597.53 | \$6.00 | \$72,462.60 | \$8.25 | \$99,636.08 | \$7.40 | \$89,370.54 |
| 42400300 | PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH | SF | 1927.1 | \$5.50 | \$10,599.05 | \$10.75 | \$20,716.33 | \$10.50 | \$20,234.55 | \$6.00 | \$11,562.60 | \$11.00 | \$21,198.10 | \$10.65 | \$20,523.62 |
| 42400410 | PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH | SF | 97.5 | \$6.50 | \$633.75 | \$12.00 | \$1,170.00 | \$11.50 | \$1,121.25 | \$6.00 | \$585.00 | \$12.10 | \$1,179.75 | \$12.60 | \$1,228.50 |
| 44000100 | PAVEMENT REMOVAL | SY | 19.7 | \$30.00 | \$591.00 | \$27.00 | \$531.90 | \$25.00 | \$492.50 | \$30.00 | \$591.00 | \$27.50 | \$541.75 | \$40.00 | \$788.00 |
| 44000157 | HOT-MIX ASPHALT SURFACE REMOVAL, 2" | SY | 57416.8 | \$2.05 | \$117,704.44 | \$1.70 | \$97,608.56 | \$2.10 | \$120,575.28 | \$3.00 | \$172,250.40 | \$2.00 | \$114,833.60 | \$2.05 | \$117,704.44 |
| 44000160 | HOT-MIX ASPHALT SURFACE REMOVAL, 2 3/4" | SY | 41.4 | \$43.45 | \$1,798.83 | \$8.00 | \$331.20 | \$40.00 | \$1,656.00 | \$148.00 | \$6,127.20 | \$3.00 | \$124.20 | \$39.00 | \$1,614.60 |
| 44000600 | SIDEWALK REMOVAL | SF | 14907.3 | \$2.50 | \$37,268.25 | \$1.10 | \$16,398.03 | \$1.25 | \$18,634.13 | \$3.00 | \$44,721.90 | \$1.10 | \$16,398.03 | \$1.00 | \$14,907.30 |
| 60255500 | MANHOLES TO BE ADJUSTED | EA | 3 | \$1,250.00 | \$3,750.00 | \$1,000.00 | \$3,000.00 | \$1,250.00 | \$3,750.00 | \$1,250.00 | \$3,750.00 | \$1,375.00 | \$4,125.00 | \$825.00 | \$2,475.00 |
| 60608562 | COMBINATION CONCRETE CURB AND GUTTER, TYPE M-4.12 | FT | 117 | \$30.50 | \$3,568.50 | \$43.00 | \$5,031.00 | \$40.00 | \$4,680.00 | \$31.00 | \$3,627.00 | \$42.90 | \$5,019.30 | \$42.00 | \$4,914.00 |
| 70102622 | TRAFFIC CONTROL AND PROTECTION, STANDARD 701502 | L SUM | 1 | \$16,000.00 | \$16,000.00 | \$22,000.00 | \$22,000.00 | \$79,723.86 | \$79,723.86 | \$46,200.00 | \$46,200.00 | \$50,000.00 | \$50,000.00 | \$97,000.00 | \$97,000.00 |
| 70102640 | TRAFFIC CONTROL AND PROTECTION, STANDARD 701801 | L SUM | 1 | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1,500.00 | \$1,500.00 | \$1,500.00 | \$1,500.00 | \$2,000.00 | \$2,000.00 | \$1.00 | \$1.00 |
| 78000400 | THERMOPLASTIC PAVEMENT MARKING - LINE 6" | FT | 2250 | \$2.00 | \$4,500.00 | \$1.65 | \$3,712.50 | \$1.50 | \$3,375.00 | \$2.00 | \$4,500.00 | \$2.63 | \$5,917.50 | \$2.75 | \$6,187.50 |
| 78000600 | THERMOPLASTIC PAVEMENT MARKING - LINE 12" | FT | 620 | \$4.00 | \$2,480.00 | \$3.30 | \$2,046.00 | \$3.00 | \$1,860.00 | \$4.00 | \$2,480.00 | \$5.25 | \$3,255.00 | \$5.25 | \$3,255.00 |
| 78000650 | THERMOPLASTIC PAVEMENT MARKING - LINE 24" | FT | 257 | \$6.00 | \$1,542.00 | \$6.60 | \$1,696.20 | \$6.00 | \$1,542.00 | \$6.00 | \$1,542.00 | \$10.50 | \$2,698.50 | \$10.50 | \$2,698.50 |
| VB01 | CONSTRUCTION INFORMATION SIGN | EA | 6 | \$225.00 | \$1,350.00 | \$250.00 | \$1,500.00 | \$240.00 | \$1,440.00 | \$240.00 | \$1,440.00 | \$300.00 | \$1,800.00 | \$500.00 | \$3,000.00 |
| VB02 | HMA PAVEMENT PATCH, 3" | SY | 294 | \$46.50 | \$13,671.00 | \$24.00 | \$7,056.00 | \$40.00 | \$11,760.00 | \$55.00 | \$16,170.00 | \$40.00 | \$11,760.00 | \$56.00 | \$16,464.00 |
| VB03 | PCC BASE COURSE, 12" | SY | 19.7 | \$60.00 | \$1,182.00 | \$126.00 | \$2,482.20 | \$115.00 | \$2,265.50 | \$60.00 | \$1,182.00 | \$126.50 | \$2,492.05 | \$155.00 | \$3,053.50 |
| VB04 | INLETS TO BE ADJUSTED | EA | 56 | \$450.00 | \$25,200.00 | \$450.00 | \$25,200.00 | \$450.00 | \$25,200.00 | \$450.00 | \$25,200.00 | \$500.00 | \$28,000.00 | \$500.00 | \$28,000.00 |
| VB05 | COMBINATION CONCRETE CURB AND GUTTER, REMOVE AND REPLACE, M-3.12 | FT | 9752 | \$30.50 | \$297,436.00 | \$31.75 | \$309,626.00 | \$29.50 | \$287,684.00 | \$31.00 | \$302,312.00 | \$31.90 | \$311,088.80 | \$37.00 | \$360,824.00 |
| VB06 | COMBINATION CONCRETE CURB AND GUTTER, REMOVE AND REPLACE, B-6.18 | FT | 35.5 | \$31.00 | \$1,100.50 | \$46.00 | \$1,633.00 | \$45.00 | \$1,597.50 | \$32.00 | \$1,136.00 | \$46.20 | \$1,640.10 | \$87.00 | \$3,088.50 |
| VB07 | DETECTABLE WARNINGS | SF | 930 | \$28.00 | \$26,040.00 | \$38.50 | \$35,805.00 | \$25.00 | \$23,250.00 | \$28.00 | \$26,040.00 | \$38.50 | \$35,805.00 | \$25.00 | \$23,250.00 |
| VB08 | HMA DRIVEWAY PAVEMENT, REMOVE AND REPLACE, 4" | SY | 696.1 | \$71.10 | \$49,492.71 | \$34.50 | \$24,015.45 | \$64.00 | \$44,550.40 | \$75.00 | \$52,207.50 | \$60.00 | \$41,766.00 | \$57.00 | \$39,677.70 |
| VB09 | HMA DRIVEWAY PAVEMENT, REMOVE AND REPLACE, 6" | SY | 87.6 | \$104.55 | \$9,158.58 | \$49.00 | \$4,292.40 | \$95.00 | \$8,322.00 | \$100.00 | \$8,760.00 | \$80.00 | \$7,008.00 | \$70.00 | \$6,132.00 |
| VB10 | PCC DRIVEWAY PAVEMENT, REMOVE AND REPLACE, 6" | SY | 28.6 | \$72.00 | \$2,059.20 | \$84.50 | \$2,416.70 | \$78.00 | \$2,230.80 | \$72.00 | \$2,059.20 | \$85.80 | \$2,453.88 | \$97.00 | \$2,774.20 |
| | AS READ TOTAL | | | \$1,387,883.89 | | \$1,409,312.38 | | \$1,466,700.00 | | \$1,513,722.00 | | \$1,564,218.96 | | \$1,668,489.80 | |
| | TOTAL | | | \$1,387,883.89 | | \$1,409,312.38 | | \$1,466,700.00 | | \$1,513,722.00 | | \$1,564,218.96 | | \$1,668,489.80 | |

RESOLUTION 2022 - _____

A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S 2022 VARIOUS STREETS RESURFACING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND ARROW ROAD CONSTRUCTION CO.

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: 2022 Various Streets Resurfacing Project Agreement dated September 6, 2022, between the Village of Bartlett and Arrow Road Construction Co. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: September 6, 2022

APPROVED: September 6, 2022

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 2022 - _____ enacted on September 6, 2022, and approved on September 6, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Local Public Agency Formal Contract



Contractor's Name
Arrow Road Construction, Co.

Contractor's Address City State Zip Code
1445 Oakton Street Elk Grove Village IL 60007

STATE OF ILLINOIS

Local Public Agency County Section Number
Village of Bartlett Cook 22-00094-00-RS

Street Name/Road Name Type of Funds
2022 Various Streets RBI / MFT

CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

| | |
|--------------------------------|------|
| Highway Commissioner Signature | Date |
| | |

Submitted/Approved

| | |
|--|------|
| County Engineer/Superintendent of Highways | Date |
| | |

For a Municipal Project

Submitted/Approved/Passed

| | |
|----------------|------|
| Signature | Date |
| | |
| Official Title | |
| | |

Department of Transportation

Concurrence in approval of award

| | |
|-----------------------------|------|
| Regional Engineer Signature | Date |
| | |

| | | | |
|--|--|----------------|----------------------------------|
| Local Public Agency Village of Bartlett | Local Street/Road Name 2022 Various Streets | County Cook | Section Number 22-00094-00-RS |
|--|--|----------------|----------------------------------|

- THIS AGREEMENT, made and concluded the 6th day of September, 2022 between the Village of Bartlett, known as the party of the first part, and Arrow Road Construction, Co., its successor, and assigns, known as the party of the second part.
- For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
- It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 22-00094-00-RS in Village of Bartlett, approved by the Illinois Department of Transportation on 08/10/22, are essential documents of this contract and are a part hereof.
- IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The Village of Bartlett

Clerk _____ Date _____

Party of the First Part _____ Date _____

(SEAL)

(If a Corporation)

Corporate Name
Arrow Road Construction Company

President, Party of the Second Part _____ Date 8/29/22

By: John F. Healy

(SEAL)



John F. Healy, President
(If a Limited Liability Corporation)

LLC Name _____

Manager or Authorized Member, Party of the Second Part
By: _____

(If a Partnership)

Partner _____ Date _____

Attest: John F. Healy, Jr.
Secretary _____ Date 8/29/22

J.F. Healy, Jr.

Partner _____ Date _____

(SEAL)

Partners doing Business under the firm name of
Party of the Second Part _____

(If an individual)

Party of the Second Part _____ Date _____



Illinois Department of Transportation

Contract Bond

| | | | |
|---------------------|--------|-----------------------|----------------|
| Local Public Agency | County | Street Name/Road Name | Section Number |
| Village of Bartlett | Cook | 2022 Various Streets | 22-00094-00-RS |

Bond information to be returned to Local Public Agency at 1150 Bittersweet Drive, Bartlett, IL 60103
 Complete Address

We, Arrow Road Construction Company, 1445 Oakton Street, Elk Grove Village, IL 60007
 Contractor's Name and Address

a/an Corporation organized under the laws of the State of Delaware as PRINCIPAL, and
 State

Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183
 Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (thereafter referred to as "LPA") in the penal sum of
One Million Three Hundred Eighty-Seven Thousand Eight Hundred Eighty-Three & 89/100**

Dollars (\$ 1,387,883.89) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

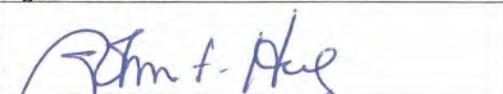
IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this 29th day of August, 2022
 Day Month and Year



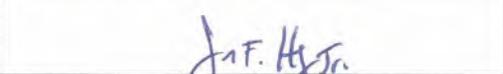
PRINCIPAL

Company Name
Arrow Road Construction Company

Company Name

By John F. Healy, President
 Signature & Title Date
 8/29/22

By
 Signature & Title Date

Attest John F. Healy, Jr., Secretary
 Signature & Title Date
 8/29/22

Attest
 Signature & Title Date

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF IL
COUNTY OF Cook

I, Cherie Lynn Brown, a Notary Public in and for said county, do hereby certify that
Notary Name

John F. Healy and John F. Healy, Jr.
Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of August, 2022
Day Month, Year

(SEAL)



Notary Public Signature

Cherie Lynn Brown

Date commission expires 8/23/25

SURETY

Name of Surety

Travelers Casualty and Surety Company of America

Title

By: *James E. McNichols*

James E. McNichols, Attorney-in-Fact

STATE OF IL
COUNTY OF Will

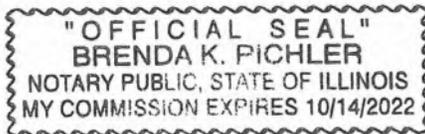
I, Brenda K. Pichler, a Notary Public in and for said county, do hereby certify that
Notary Name

James E. McNichols
Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of August, 2022
Day Month, Year

(SEAL)



Notary Public Signature

Brenda K Pichler

Date commission expires 10/14/2022

Approved this 6th day of September, 2022
Day Month, Year

Attest:

Local Public Agency Clerk Signature

Date

[Signature Box] [Date Box]

Village

Clerk

Local Public Agency Type

Awarding Authority

Village of Bartlett

Awarding Authority Signature

Date

[Signature Box] [Date Box]



Agenda Item Executive Summary

Item Name: 2022 Pavement Preservation Project Committee or Board: Board

BUDGET IMPACT

Amount: \$100,000.00 (not to exceed) Budgeted: \$100,000.00

List what fund: MFT Fund

EXECUTIVE SUMMARY

In an effort to extend the life of our asphalt pavements, we apply a product called Reclamite to our newly resurfaced streets and paths. Reclamite is a pavement rejuvenator and sealer that helps prevent and delay asphalt pavement failures.

On March 11, 2021, the Village of Winnetka opened bids for their 3-year "Pavement Rejuvenation Contract", which was a joint bid including Winnetka and 9 other Chicagoland communities. Corrective Asphalt Materials, LLC (CAM) was the low bidder and awarded the contract. This contract is part of the Municipal Purchasing Initiative, and CAM has agreed to extend their unit price for of \$0.94 per square yard to the Village of Bartlett for this year's program. This price includes pavement sweeping before and after the application, and resident notifications.

CAM is the sole source provider of Reclamite in the Midwest Region. In working with CAM last year, we found them to be both professional and responsive. Their project experience with pavement treatments and sealers is more than satisfactory.

RECOMMENDATION

Staff recommends that the 2022 Pavement Preservation Project be awarded to CAM, LLC in the not-to-exceed amount of \$100,000.00. Any remaining funds will be returned to the MFT account to be used at a later date.

ATTACHMENTS (PLEASE LIST)

Memo
Schedule of Prices
Resolution
Agreement

ACTION REQUESTED

For Discussion Only

- ✓ Resolution
- Ordinance

✓ Motion: MOVE TO APPROVE RESOLUTION # 2022-____-R, A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S 2022 PAVEMENT PRESERVATION PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CORRECTIVE ASPHALT MATERIALS, LLC.

Staff: Nick Talarico, Civil Engineer

Date: 8/29/22

Memo

To: Paula Schumacher, Village Administrator
From: Nick Talarico, Civil Engineer
Subject: **2022 Pavement Preservation Project**
Date: August 29, 2022

In an effort to extend the life of our asphalt pavements, we apply a product called Reclamite to our newly resurfaced streets and paths. Reclamite is a pavement rejuvenator and sealer that helps prevent and delay asphalt pavement failures.

On March 11, 2021, the Village of Winnetka opened bids for their 3-year "Pavement Rejuvenation Contract", which was a joint bid including Winnetka and 9 other Chicagoland communities. Corrective Asphalt Materials, LLC (CAM) was the low bidder and awarded the contract. This contract is part of the Municipal Purchasing Initiative, and CAM has agreed to extend their unit price for of \$0.94 per square yard to the Village of Bartlett for this year's program. This price includes pavement sweeping before and after the application, and resident notifications.

CAM is the sole source provider of Reclamite in the Midwest Region. In working with CAM last year, we found them to be both professional and responsive. Their project experience with pavement treatments and sealers is more than satisfactory.

RECOMMENDATION

Staff recommends that the 2022 Pavement Preservation Project be awarded to CAM, LLC in the not-to-exceed amount of \$100,000.00. Any remaining funds will be returned to the MFT account to be used at a later date.

MOTION

I MOVE TO APPROVE RESOLUTION # 2022-____-R, A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S 2022 PAVEMENT PRESERVATION PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CORRECTIVE ASPHALT MATERIALS, LLC.

Option 1: Reclamite Turn Key Application - Contractor handles all responsibilities below:

1. Furnish and apply Reclamite
2. Furnish and apply lime screenings
3. All Traffic control and signs related to project
4. Handle any complaints or issues that may arise from application
5. Resident notification
6. Pre-street sweeping, if field conditions require
7. Post street sweeping/material disposal

| Amount (Square Yards) | Price/SY |
|------------------------------------|-----------------|
| Less than or equal to 19,999 SY | 1.02 |
| 20,000 SY – 39,999 SY | .97 |
| 40,000 SY – 74,999 SY | .94 |
| Greater than or equal to 75,000 SY | .90 |

Option 2: Reclamite CONTRACTOR Handles items 1,2,3,4 & Agency handles items 5,6,7

| Amount (Square Yards) | Price/SY |
|------------------------------------|-----------------|
| Less than or equal to 19,999 SY | .95 |
| 20,000 SY – 39,999 SY | .92 |
| 40,000 SY – 74,000 SY | .89 |
| Greater than or equal to 75,000 SY | .86 |

Option 3: CRF Turn Key Application - Contractor handles all responsibilities below:

1. Furnish and apply CRF
2. Furnish and apply lime screenings
3. All Traffic control and signs related to project
4. Handle any complaints or issues that may arise from application
5. Resident notification
6. Pre-street sweeping, if field conditions require
7. Post street sweeping/material disposal

| Amount (Square Yards) | Price/SY |
|------------------------------------|-----------------|
| Less than or equal to 19,999 SY | 1.47 |
| 20,000 SY – 39,999 SY | 1.45 |
| 40,000 SY – 74,999 SY | 1.42 |
| Greater than or equal to 75,000 SY | 1.39 |

Option 2: CRF CONTRACTOR Handles items 1,2,3,4 & Agency handles items 5,6,7

| Amount (Square Yards) | Price/SY |
|------------------------------------|-----------------|
| Less than or equal to 19,999 SY | 1.35 |
| 20,000 SY – 39,999 SY | 1.34 |
| 40,000 SY – 74,999 SY | 1.32 |
| Greater than or equal to 75,000 SY | 1.29 |

** Field Testing excluded from SY pricing above. Cost of coring will be invoiced separately if customer requires field testing. Pricing @ \$3800 per 4 cores. (2 treated/2 untreated)

RESOLUTION 2022 - _____

A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S 2022 PAVEMENT PRESERVATION PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CORRECTIVE ASPHALT MATERIALS, LLC.

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

SECTION ONE: 2022 Pavement Preservation Project Agreement dated September 6, 2022, between the Village of Bartlett and Corrective Asphalt Materials, LLC. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President 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: September 6, 2022

APPROVED: September 6, 2022

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 2022 - _____ enacted on September 6, 2022, and approved on September 6, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Contractor's Name

Corrective Asphalt Materials, LLC

Contractor's Address

43W630 Wheeler Road

City

Sugar Grove

State

IL

Zip Code

60554

STATE OF ILLINOIS

Local Public Agency

Village of Bartlett

County

Cook

Section Number

22-00000-03-GM

Street Name/Road Name

Various

Type of Funds

MFT

CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

[Signature Box]

[Date Box]

Submitted/Approved

County Engineer/Superintendent of Highways

Date

[Signature Box]

[Date Box]

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

[Signature Box]

[Date Box]

Official Title

[Title Box]

Department of Transportation

Concurrence in approval of award

Regional Engineer Signature

Date

[Signature Box]

[Date Box]

| | | | |
|---------------------|------------------------|--------|----------------|
| Local Public Agency | Local Street/Road Name | County | Section Number |
| Village of Bartlett | Various | Cook | 22-00000-03-GM |

- THIS AGREEMENT, made and concluded the 6th day of September/2022 between the Village of Bartlett, known as the party of the first part, and Corrective Asphalt Materials, LLC, its successor, and assigns, known as the party of the second part.

Local Public Agency Type
Local Public Agency
- For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
- It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 22-00000-03-GM in Village of Bartlett, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.

Section Number
Local Public Agency

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The Village of Bartlett

Local Public Agency Type Name of Local Public Agency

| | | | |
|-------|------|-------------------------|------|
| Clerk | Date | Party of the First Part | Date |
| | | By: | |

(SEAL)

(If a Corporation)

Corporate Name

| | |
|-------------------------------------|------|
| President, Party of the Second Part | Date |
| By: | |

(SEAL)

(If a Limited Liability Corporation)

LLC Name

Corrective Asphalt Materials, LLC

Manager or Authorized Member, Party of the Second Part

By: Keith Seymour Barve

(If a Partnership)

| | |
|---------|------|
| Partner | Date |
| | |

| | |
|---------|------|
| Partner | Date |
| | |

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

| | |
|--------------------------|------|
| Party of the Second Part | Date |
| | |

Attest: Secretary

Date

Jamanda Curtis 8/29/22

(SEAL)

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Joey Dienberg, Management Analyst
Date: August 26, 2022
Re: Pet Event Road Closure

Arts in Bartlett is requesting a permit to allow for the one way closing of roads (see map attached) to the East of Bartlett Park for a horse-drawn hayride. On Saturday, September 10th for the hours of 10:00 a.m. to 3:00 p.m.

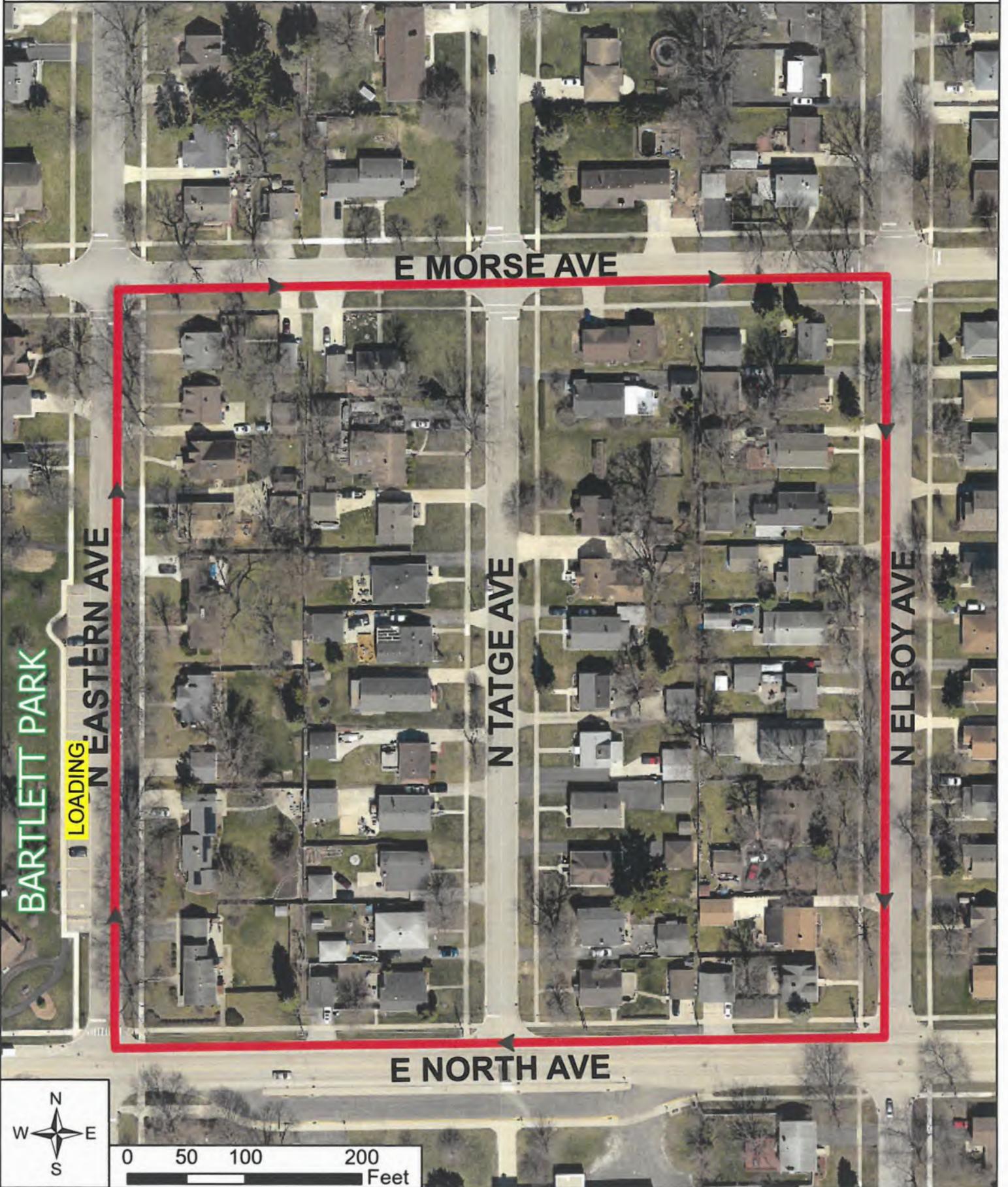
The required certificate of insurance is included and has been reviewed by the village attorney.

The Bartlett Police Department has approved and advised Arts in Bartlett on the route.

MOTION

I move to approve the road closure request for the Arts in Bartlett Pet Event, for September 10, 2022.

Carriage Path



E MORSE AVE

BARTLETT PARK

LOADING

N EASTERN AVE

N TATGE AVE

N ELROY AVE

E NORTH AVE



0 50 100 200 Feet

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Joey Dienberg, Management Analyst
Date: August 26, 2022
Re: Bartlett High School Fireworks Request

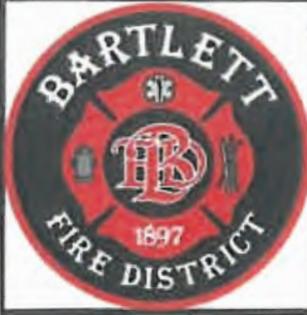
The Bartlett High School Boosters are requesting to hold a fireworks display on Monday, October 3rd at Bartlett High School., with racks set up away from the northeast corner of the football field.

The appropriate certificate of insurance has been submitted by School District U-46 and approved by the village attorney. Also, a copy of the pyrotechnic operator's license, the Federal Explosives License/Permit, as well as a map outlining where the fireworks will be shot off have been submitted. The Boosters have also received permission from the Bartlett Fire Department, that permit is attached.

Motion

I move to approve Bartlett High School's request to hold a fireworks display on Monday, October 3rd, 2022 at Bartlett High School.

OFFICIAL PERMIT COPY



Bartlett Fire Protection District
Fire Prevention Bureau
234 N. Oak Avenue
Bartlett, IL 60103
(630)837-3701 Fax (630)837-4052

Fire Prevention Permit #: 22-064

Date Issued: August 30, 2022

Expires: October 3, 2022 — 11:59 p.m.
(If rain date is needed, re-contact Fire District)

Installation of: Fire Alarm System [] Sprinkler System [] Ansul System []
Above Ground Tank [] Other []

Activity: Fireworks Display [X] Bon Fire [] Controlled Burn [] Other []

Owner: Bartlett High School
Address: 701 W. Schick Road
City: Bartlett, IL 60103

Applicant: Mark Loewe - Miand, Inc. dba Mad Bomber Fireworks Productions - License #IL06-O-00029
Address: 3999 E. Hupp Rd, Bldg R-3-1
City: La Porte County, IN 46350

Lead Operator: Mark Loewe (Emergency Telephone: 877-623-2662)
Assistant(s): Kevin Murphy

PLEASE HAVE A COPY OF THIS PERMIT AVAILABLE ON SITE AT ALL TIMES

The applicant hereby certifies to the correctness of all submitted information and agrees to perform the above activity in strict compliance of the Illinois Pyrotechnic Use Act, Bartlett Fire Protection District Fire Prevention Code, NFPA Standards and Local Ordinances.

It is necessary to call for all inspections, including final inspection. Call the Fire Prevention Bureau at (630) 837-3701. Inspections must be arranged by the applicant with the Fire Prevention Bureau 48 hours prior to the day the inspection is desired. When scheduling inspections, refer to the lot number if available, the address and the business name.

Proof of a current operators license issued by the Office of the Illinois State Fire Marshal has been provided along with Proof of Insurance, notification of Registered Assistants and a site plan. On site storage of fireworks shall be secured and supervised following ATF requirements and other applicable codes and standards. All fireworks must be fired electronically. No heat/open flame permitted. Ensure the set-back area is maintained throughout the duration of the display and until the all-clear is given upon completion of the show.

Approved By:

A handwritten signature in black ink, appearing to be "Michael Heimbecker".

Michael Heimbecker
Fire Marshal

Applicant Copy

MAD BOMBER

FIREWORKS PRODUCTIONS, INC.

State of Illinois license number: IL06-O-00029

411 Windermere Way
Lake in the Hills, IL 60156-5803
Office (847) 669-8060
Mobile (847) 354-5105
bigpyro@sbcglobal.net

FIRE DEPARTMENT DISPLAY INFORMATION FORM

Sponsor: Bartlett High School

Display: Outdoor Aerial

Date of display: 3rd October 2022

Rain date: TBD

Time of display: 2000 Hrs

Duration of display: 10 minutes

Location of display: Open field area north of football field (See diagram)

Program: Boxed barrage product and up to 3 inch shells

The largest diameter shell size will be 3 inch in diameter.

Minimum set-back: 210 feet

Approximate time of arrival: 1700 Hrs

Crew Chief: Mark Loewe State of Illinois licensed Lead Shooter

Additional crew: 1

State of Illinois listed Assistant(s)

Kevin Murphy

Insurance: Ten Million Dollars (certificate attached)

EMERGENCY TELEPHONE NUMBER: (877) 623-2662

MIAND INC

B-8

Kingsbury Industrial Park
 3999 E HUPP RD R-3-1 LAPORTE IN 46350
 Phone: (219) 393-5051 Fax: (219) 393-3177

2
 1
 3
 6

BILL TO:
 BARTLETT HIGH SCHOOL
 BARTLETT HIGH SCHOOL
 BARTLETT, IL

SHIP TO:
 BARTLETT HIGH SCHOOL
 BARTLETT HIGH SCHOOL
 BARTLETT, IL

Invoice #: 2482

Date: 08/25/2022

of Boxes: 0

Show Date: 10/03/2022

| ORDER QUANTITY | BIN | INVENTORY NUMBER | DESCRIPTION | EX NUMBER |
|----------------|-----|------------------|--------------------------------|---------------|
| 2 | | 30-A-001 | SAFETY GLASSES | EX- |
| 2 | | 30-A-002 | EAR PLUGS | EX- |
| 1 | | 30-A-003 | MASKING TAPE | EX- |
| 1 | | 30-A-008 | 30 MINUTE FUSEE | EX- |
| 20 | | 30-A-009B | 2M EMATCH | EX- |
| 1 | 307 | 20-B-M21 | METEI 25S COL TAIL SAL 4 SEC | EX-2006070142 |
| 1 | 353 | 20-B-M33 | FREEDOM 3" CRACK SAL FINISH | EX-2012060187 |
| 1 | 354 | 20-B-M30 | FREE 30S WHT STRB PEONY W/TAIL | EX-2017010221 |
| 1 | 355 | 20-B-M25 | FREE 25S NAV W/TEL W/COL | EX-2018010111 |
| 36 | 363 | 03-W-X2 | FREEDOM 3" TIMER CHAIN 6SH | EX-2014100725 |
| 1 | 681 | 20-B-G01 | GUANDU 3" COLOR FINISH | EX-2017100114 |
| 1 | 801 | 20-B-G08 | GUANDU 150 X COMET CRACKLE COC | EX-2017010045 |
| 1 | 809 | 20-B-F14 | FREEDOM 2" 50 COLOR SAL | EX-2015050346 |
| 1 | 872 | 20-B-FQ05 | FREEDOM QUIN 2.5" 2-3 SEC CAKE | EX-2015050351 |

Total Weight: 156.8



FIREWORKS
DISCHARGE AREA

Discharge area more than 210 feet from
spectators and occupied structures



Agenda Item Executive Summary

Item Name Bartlett High School Homecoming Parade Request Committee or Board Village Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Bartlett High School Student Council is requesting a parade permit for a 1:00 p.m. start, Sunday, October 2nd starting at Oak Glen Drive, traveling south on South Bartlett and ending at Stearns Road and Sycamore Lane.

ATTACHMENTS (PLEASE LIST)

Memorandum
Letter
Map
Certificate of Insurance

ACTION REQUESTED

For Discussion Only _____
Resolution _____
Ordinance _____
Motion: x

MOTION: I move to approve the parade permit requested by the Bartlett High School Student Council for the Homecoming Parade on Sunday October 2nd 2022 at 1:00 p.m.

Staff: Joey Dienberg - Management Analyst Date: August 26, 2022

Memorandum

To: Sam Hughes, Senior Management Analyst
From: Joey Dienberg, Management Analyst
Date: August 26, 2022
Re: Bartlett High School Homecoming Parade Request

The Bartlett High School Student Council is requesting a parade permit for a 1:00 p.m. start, Sunday, October 2nd 2022. The parade will follow an abbreviated version of the traditional Fourth of July parade route; beginning at Oak Glen Drive, traveling south on South Bartlett Road, and ending at Stearns Road and Sycamore Lane in the Apple Orchard West lot. Step off for the parade is at 1:00 p.m. and will last less than one hour. Pending construction in the area of Tennyson and E. Oak Glenn Rd, staging may be moved to the west side of S. Bartlett Road to W. Oak Glenn Dr. (Green on map)

The appropriate certificate of insurance has been submitted by School District U-46 and is pending approval by the village attorney. A map of the route is also attached.

Motion

I move to approve the parade permit requested by the Bartlett High School Student Council for the Homecoming Parade on Sunday October 2nd, 2022 at 1:00 p.m.



Bartlett High School

701 Schick Road
Bartlett, Illinois 60103
(630) 372-4680
Fax (630) 372-4682

Michael Demovsky, Principal

August 23, 2022

Village President Kevin Wallace
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103

RE: Bartlett High School Homecoming Parade & Hawk Fest Carnival, October 2 and 3, 2022

Dear Village President Wallace,

On behalf of the Bartlett High School Student Council, I am requesting approval for the Bartlett High School Homecoming parade and amplifier permit for the Hawkfest Carnival. The parade is scheduled for Sunday, October 2 at 1:00 pm. The carnival will be Monday, October 3 from 5pm-8pm. We are requesting an amplification permit for DJ music that will be played during the Hawk Fest.

In addition to permission for the parade, we are requesting barricades and police officers to assist with traffic control. The parade will follow an abbreviated version of the traditional Fourth of July parade route; beginning at Oak Glenn Lane, traveling south on South Bartlett Road, and ending at South Bartlett & Stearns Roads. We expect the parade will last less than one hour.

A separate permit will be requested by the Bartlett High School Boosters for the fireworks display on Monday October 3rd at 8pm. Once again the fireworks will be done by Mad Bomber Fireworks.

Attached to this letter is a certificate of self-insurance from School District U-46, holding harmless the Village, naming The Village as an additional insured in the amount of \$1,000,000.

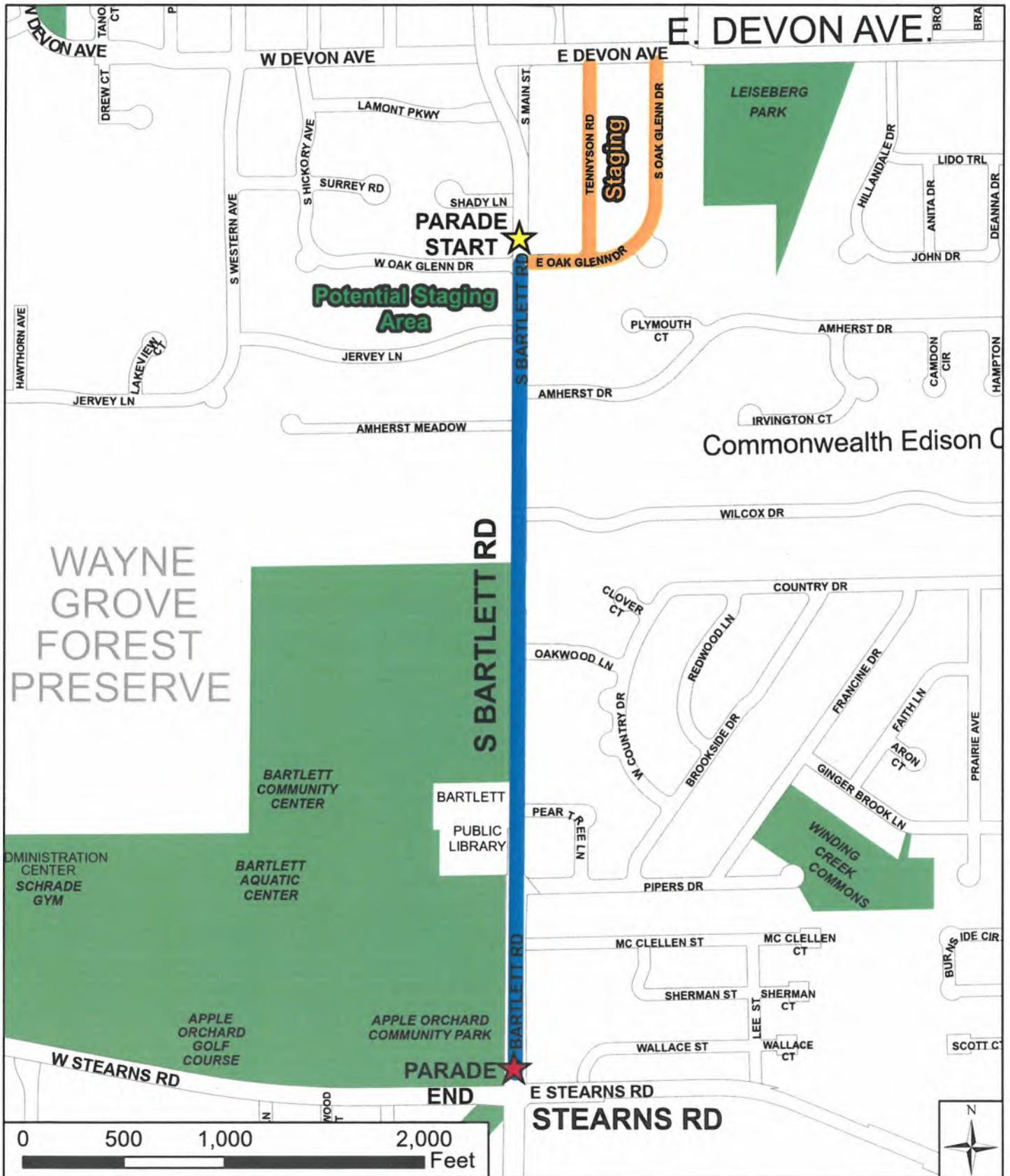
Thank you for your consideration, and please accept the Student Council's invitation to help celebrate Bartlett High School's Homecoming.

Sincerely,

Kristen Gac
Bartlett High School
Social Studies Teacher/Student Council Supervisor

BARTLETT HOMECOMING PARADE

Sunday 10/2 1:00pm



CERTIFICATE OF SELF-INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

ISSUED BY:
Board of Education
School District U-46
355 East Chicago Street
Elgin, IL 60123

The Board of Education of School District U-46, Kane, Cook, DuPage Counties, Illinois, has undertaken to pay all judgments and claims against it as a result of the action of any officer, employee or agent through self-insurance, in accordance with the powers and duties conferred upon the Board by the Local Governmental and Governmental Employees Tort Immunity Act, Ill. Rev. Stat., Ch. 85, par. 1-101 Et. Seq. 1987).

INCEPTION DATE: July 1, 1987.

SCOPE OF PROGRAM: General Liability and Automobile Liability including but not limited to property loss and damage claims, claims for bodily injury or death, and all other civil actions, claims, on suits, including the defenses thereof, which may be made against the School District. The Board's Resolution for Self-Insurance is not intended to, nor does it modify, amend or in any other way remove the immunities of public employees and local governmental entities granted in the Local Governmental and Governmental Employees Tort Immunity Act.

SELF-INSURANCE RESERVE FOR ALL SUCH CLAIMS: \$1,000,000.

DESCRIPTION - BARTLETT HIGH SCHOOL HOMECOMING PARADE AND HAWK FEST

With respect to School District U-46 and the Village of Bartlett, The County of DuPage, as an additional insured with respect to Homecoming Parade held on *October 2, 2022* with in the right of way of DuPage County and with respect to the fireworks display and in connection with Hawkfest held on *October 3, 2022* should the Village of Bartlett be named in a complaint or claim as a result of property damage, personal injury and loss or damage as a result of the event(s) listed below. School District U-46 will defend and pay in accordance with the respective contract permit(s) granted for said activities.

EVENT INFORMATION: This document is valid for:

October 3, 2022 from 5:00 PM to 8:00 PM - Hawkfest

October 2, 2022 from 1:00 PM to 2:00 PM - Homecoming Parade

All risk coverage for the above.

ISSUED TO:
Village of Bartlett
Community Development Department
228 S. Main St
Bartlett, Il. 60103

Issued: July 26, 2022

S.H. Winter

Scott Winter

Interim Director of Business Services

School District U46

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: Prohibiting Trucks on Munger Ordinance Amendment
Date: August 29, 2022

BACKGROUND

Due to safety concerns and the profile of the road, The Police and Public Works Departments have reviewed the location referenced below for a potential no trucks or other vehicles whose "gross vehicle weight" exceeds twelve thousand (12,000) pounds. This would be to allow for safer movement vehicles and prolong the life of the road. A map is attached for reference.

Munger Road between Army Trail Road and Stearns Road

RECOMMENDATION

Staff recommends amending Section 6-15-316: Trucks, Other Commercial Vehicles Prohibited on Designated Highways/Streets to include the area referenced above

MOTION

**MOTION TO APPROVE ORDINANCE #2022- _____ AN ORDINANCE AMENDING THE
BARTLETT MUNICIPAL CODE SECTION 6-15-316: TRUCKS, OTHER COMMERCIAL
VEHICLES PROHIBITED ON DESIGNATED HIGHWAYS/STREETS**

No Truck Route
Munger Road
Between Stearns Road
And Army Trail Road



W STEARNS RD



IL ROUTE 59

MUNGER ROAD

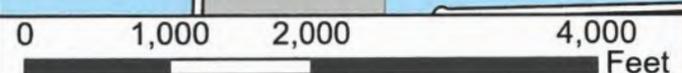
UNINCORPORATED

SCHICK RD



WAYNE

ARMY TRAIL RD



ORDINANCE 2022-_____

**AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE
SECTION 6-15-316: TRUCKS, OTHER COMMERCIAL VEHICLES
PROHIBITED ON DESIGNATED HIGHWAYS/STREETS**

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 Section 6-15-316: Trucks, Other Commercial Vehicles Prohibited on Designated Highways/Streets, of the Bartlett Municipal Code, as amended is hereby further amended by adding the following:

Munger Road between Army Trail Road and Stearns Road

SECTION TWO: SEVERABILITY. The 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 expressly repealed only to the extent of such conflict or inconsistency.

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: September 6, 2022

APPROVED: September 6, 2022

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2022-____ enacted on September 6, 2022 and approved on September 6, 2022 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk