

**VILLAGE OF BARTLETT**

**BOARD AGENDA**

**JULY 5, 2016**

**7:00 P.M.**

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

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

- \*6. **MINUTES:** Board and Committee Minutes – June 21, 2016
- \*7. **BILL LIST:** July 5, 2016
8. **TREASURER'S REPORT:** None
9. **PRESIDENT'S REPORT:**
  1. Appointment to Police Pension Board
  2. Heritage Days Class D Liquor License Request
10. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
11. **TOWN HALL: (Note: Three (3) minute time limit per person)**
12. **STANDING COMMITTEE REPORTS:**

**A. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE**

1. Establish Special Service Area for Bartlett Ridge Subdivision
2. Brewster Creek Business Park, Lot 9B-1, Greco Warehouse

**B. BUILDING COMMITTEE, CHAIRMAN HOPKINS**

1. None

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

1. 125<sup>th</sup> Anniversary Bartlett Park Donation

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

- \*1. National Night Out Tailgate Party Amplifier Permit
- \*2. Zomaya Amplifier Permit Request
- \*3. Parikh Amplifier Permit Request
- \*4. Persenaire Amplifier Permit Request
- \*5. Regency Oaks Amplifier Permit Request

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

- \*1. U-46 School Resource Officer Agreement
2. Reconsideration of Bartlett Police Facility Architectural Services Contract approved on June 21, 2016
3. Bartlett Police Facility – Architectural Services Amended Contract

**F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER**

1. Spaulding Road Quiet Zone/Eagle Z & Global Recycling Alternate Access
2. Heron's Landing North Detention Pond Improvements Project

13. **NEW BUSINESS:**
14. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
15. **ADJOURNMENT**



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1. CALL TO ORDER

President Wallace called the regular meeting of June 21, 2016 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:02 p.m. in the Council Chambers.

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Valerie Salmons, Assistant Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Finance Director Jeff Martynowicz, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Community Development Director Jim Plonczynski, Assistant Community Development Director Roberta Grill, Economic Development Coordinator Tony Fradin, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Police Chief Kent Williams, Deputy Chief Joe Leonas, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION

Pastor Rosemary Traynor from Jesus Journey Church did the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Reinke stated that he would like to add item 1 under the Planning & Zoning Committee (2016-45, An Ordinance Granting Site Plan Approval for Elgin Beverage Company in the Blue Heron Business Park) to the Consent Agenda.

Trustee Deyne stated that he would like to add item 6 under the Police & Health Committee (2016-47-R, A Resolution Approving of the Agreement for Regulation of Parking Motor Vehicles at the Jewel Shopping Center Between the Village of Bartlett and Jetco Properties, Inc.) to the Consent Agenda.



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Trustee Hopkins moved to amend the Consent Agenda by adding item 1 under the Planning & Zoning Committee (2016-45, An Ordinance Granting Site Plan Approval for Elgin Beverage Company in the Blue Heron Business Park) and item 6 under the Police & Health Committee (2016-47-R, A Resolution Approving of the Agreement for Regulation of Parking Motor Vehicles at the Jewel Shopping Center Between the Village of Bartlett and Jetco Properties, Inc.) in addition to the items already shown on the Consent Agenda, and that motion was seconded by Trustee Deyne.

**ROLL CALL VOTE TO AMEND THE CONSENT AGENDA**

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

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

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

**ROLL CALL VOTE TO APPROVE THE AMENDED CONSENT AGENDA**

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

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

**6. MINUTES**

Trustee Camerer moved to approve the Board and Committee Minutes from June 7, 2016 and that motion was seconded by Trustee Carbonaro.

**ROLL CALL VOTE TO APPROVE THE MINUTES FROM JUNE 7, 2016**

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

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

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

**8. TREASURER'S REPORT**

Finance Director, Jeff Martynowicz summarized the Municipal Sales Tax Report through February, 2016 was \$1,909,582 and it represented a 6.08% increase over the same time period last year. He stated that the Motor Fuel Tax distribution through March, 2016 totaled \$960,273 and represented a 105.02% increase over the same time period last



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year. He stated that in March of 2015, we had a bit of an anomaly where some disbursements were lower than usual and it was probably made up the prior month and that is why we have this large variance. Motor Fuel Tax is right on budget for the fiscal year.

President Wallace stated that he had some discussions with other Mayors about what may happen with July.

Mr. Martynowicz stated that this happened last year and he was referring to the State budget. Last year, MFT and gaming tax was delayed. Senator Tom Cullerton introduced a bill to release those revenues last year. If the State does not come up with a budget, he anticipates that the Mayors will be vocal again and a bill will release those monies back to us.

President Wallace stated that he appreciated the updates on these funds. It is a good way to share with everyone that we are keeping an eye on the MFT and other things that could be slashed.

9. PRESIDENT'S REPORT

President Wallace introduced the Historical Society building plaque program and stated that the Bartlett Historical Society selected four local historical buildings for recognition and they received historical plaques.

This year's homes are:

- 110 Bartlett Avenue, Schultz Hardware Store now T.L.'s Four Seasons Restaurant
- 210 N. Eastern Avenue
- 447 Tennyson Road
- 211 Railroad Avenue, Antique Barn behind and next to Banbury Fair

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Carbonaro talked about the senior rebate checks and stated that they worked very diligently over the last 8-9 months to get rid of as much of the utility tax as possible. He was under the impression that the pro-ration of the utility tax would also pro-rate the senior rebates or remove it all together.

Finance Director Jeff Martynowicz stated that there is still an ordinance in place that states that they have to rebate seniors with a \$30 rebate. The expense by the residents were incurred last fiscal year while the full utility tax was still in place. If the Board would like to do something with the rebate program going forward, they could certainly do that.



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Trustee Carbonaro stated that he would like to see that.

President Wallace stated that they can discuss this at some point. He asked staff for the total amount and the impact before they discuss in the future.

Administrator Salmons stated that she would put some information together and bring it back to a future meeting.

Trustee Arends asked if it was necessary for them to make a list with senior's names on it showing the rebate amount.

Mr. Martynowicz stated that it is a supplemental report to the Bill List. They were just trying to be as transparent as possible but they could change that.

Trustee Hopkins stated that there were some concerned residents over the weekend inquiring about the water quality.

Public Works Director Dan Dinges stated that they got word from Elgin last week that they were experiencing an algal bloom which was causing some taste and odor issues. This happens every few years and Elgin assured them that they are making every effort at their treatment plant to counter that and increasing the well use to try to soften it. They will be putting information on the website so residents can get additional updates.

Trustee Camerer asked if the algal bloom happens in Lake Michigan?

Mr. Dinges stated "yes", they also experience this from time to time.

Trustee Reinke asked where they were on the water deal?

Mr. Dinges stated that they hoped to bring it to the Board next month.

Administrator Salmons stated that they have spent a lot of time on it and think it is pretty good to go. Elgin is losing their Village Manager and other employees have been on vacation but they hope to get it back soon.

## 11. TOWN HALL

### **George Koziol, 654 Hazelnut Court**

Mr. Koziol stated that he was a concerned resident of Bartlett and an active participant in the "Village of Bartlett - Transit Oriented Development Project." This evening, they were



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about to see and hear the outcome of this project - a finished plan. A plan that will aid us, going forward, in trying to improve the Bartlett downtown area.

His involvement began in July, 2015 when he was told of the upcoming project and asked if he would like to be a participant. He accepted the offer and the process soon began.

In August of 2015, he attended one of several focus group meetings, put on by, Adam Flickinger of Solomon Cordwell Buenz - SCB. The purpose of these meetings was to talk about what we might like to see happen in the Bartlett downtown or things that we didn't like in the downtown or just about anything related to the area to be included in this plan. These were fact finding, "blue skying" sessions.

This evolved into what came to be known as the "TOD" Steering Committee and the project was officially kicked off on August 11, 2015. As a point of reference the committee was comprised of the following 16 people who deserve mention at this point:

Christine	Carlyle	SCB; Solomon , Cordwell, and Buenz; Dir of Planning; Principal
Adam	Flickinger	SCB; Solomon, Cordwell, and Buenz; Associate
Brian	Hacker	Metra
Michael	Horsting	RTA
Vince	Carbonaro	Village of Bartlett - Trustee
Tony	Fradin	Village of Bartlett - Economic Development Coordinator; CEcD
Roberta	Grill	Village of Bartlett - Assistant Community Development Director
Shane	Cook	Village Resident; Planning Commission
Steve	Frei	Village Resident
Paul	Ohlson	Village Resident; Downtown - Business Owner
George	Koziol	Village Resident; ZBA; Walnut Hills
Don	McClure	Village Resident; Downtown Business & Property Owner
Mark	Mirsky	Village Resident; Chamber Chairman; Business Owner
Abby	Schwarz	Village Resident; Downtown
Jane	Shoemaker	Village Resident; BMO Harris Bank
Tracy	Smodilla	Village Resident; EDC; Walnut Hills

As an active, concerned participant who attended every gathering of the Committee - The Focus Group; all 4 Steering Committee Meetings; All 3 Public Workshops; and contributed 2 detailed written review reports to SCB, he felt uniquely qualified to speak on behalf of the "Village of Bartlett, Downtown TOD Plan" being presented here tonight.



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Over the last 8 months, many ideas, thoughts and sometimes dreams about what downtown Bartlett might become were discussed. They listened to many of the comments from the team of facilitators helping them put the plan together. They listened to the public voice their opinions and concerns at the 3 public workshops.

The overall plan encompasses a large, diverse area, centered around the downtown. On the north it begins at North Avenue and proceeds to Devon Ave to the south; from Western Ave on the west to Prospect Ave to the east.

The final plan addresses many areas of concern, each of which will play an important part of the plan. He didn't think anything was left out of the discussions. The major points of the plan are:

- Real Estate Market Analysis Overview
- Transportation & Connectivity Overview
- Downtown Revitalization Recommendations
- Development & Public Realm Recommendations
- Implementation Strategies

He was not going to try to cover the plan in any great detail. He believed that this is a good plan, a sound plan, a plan that will aid in developing the downtown area of Bartlett. It covers many of the points that need to be addressed and resolved if they want to develop and move forward. To do nothing should NOT be an option.

He stated that you may not agree with all the points of the plan; you may say that some things need to be addressed more strongly; you may say that some points are of less importance. That is perfectly acceptable. In putting the plan together, they tried to include as much as possible and in some cases, give it a priority based on some reality. Remember you must look at the merit of the plan as a whole. Do not get stuck on 1 or 2 points of disagreement or concern.

No plan is perfect. This plan, like many other plans, may need to be adjusted and tweaked as we move forward in our development of the downtown. You will probably find that we will pick and choose what can be done and when it can be done. Some things will be easier to do than others. Some things will be doable at minimum cost, others will not. Nothing says that all the points need to be developed. Nothing states that there is any mandatory sequence of events. Even with all that having been said, this is a good plan.



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He challenged the Board to listen openly to the presenters of the plan. He challenged them to carefully read the entire plan and then when you have completed the reading, go back and yes, read the plan again. There is a lot to learn, there is a lot to think about.

If it sounds like he is a strong advocate for the "Village of Bartlett, Downtown TOD Plan", you are correct. He feels so strongly, that he would say that this is the most important endeavor that he, as a concerned 28 year resident, have ever been involved in. Since 1989, he has been involved in many groups, studies and focus groups on a number of topics. He is most proud of his part in the "Village of Bartlett, Downtown TOD Project." This plan is Bartlett's future. This plan might continue to evolve even after he is gone.

He thought that this plan offers a sound tool to use, to aid us, in the development of Bartlett. Our future is in this document. We need to approve, accept and embrace this work.

Although this is the first presentation of the plan and you are not voting on this plan tonight he still asked that they continue to move this forward, as quickly as possible, to the EDC, PC & ZBA for their additional input and then for a public hearing to take place.

Keep reading the plan, give the consultants and staff your ideas and thoughts and continue to move this plan on for a final vote. The citizens, the voting public, your constituents deserve the chance to see what this plan is all about.

The plan needs to become a working document, a work in progress, as soon as possible. This is a good plan, a professionally well done plan that is the result of many meetings (Committee & Public), many hours on the part of all involved, and a huge amount of work by the consultants and their staff.

He hoped that no one says that we can't afford it, we must find a way. To do nothing is not an option. To do nothing is to risk future development in many areas within the downtown area as defined in the plan. He strongly hoped that they do not see "paralysis by analysis" and the plan not get approved.

He challenged the Board to vote to accept and approve this plan in the very near future. A vote for the plan is a vote for Bartlett's future.

**Paul Mugarcz, 109 N. Elroy Avenue**

Mr. Mugarcz stated that he addressed this same issue over a year ago. He had a foreclosed home next to him and a fence that is falling down. He wondered why the



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Village was not enforcing the code in this situation. He explained that the home was in foreclosure and has since been purchased. He spoke to the Code Enforcement Officer several times to no avail. He has complained about this fence for 2-1/2 years and told the Board that the Village is not liable if he pertains any damage for not enforcing the code or any injury to his grandchildren or anyone on his property. He also stated that 111 N. Elroy has no garage door.

Community Development Director Jim Plonczynski stated that he was sure the Code Enforcement Officers have the information and they will follow up on it.

Mr. Mugracz stated that you must pay a fee when you sell your property in this Village. Shouldn't there be a fee or approval to move into a house saying that it is approved for occupancy and up to code?

Trustee Arends asked Mr. Plonczynski for the status of this situation at the next meeting.

Administrator Salmons stated that they will find out and e-mail the Board tomorrow.

## 12. STANDING COMMITTEE REPORTS

### A. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that Ordinance 2016-45, An Ordinance Granting Site Plan Approval for Elgin Beverage Company in the Blue Heron Business Park was covered and approved under the Consent Agenda.

### B. BUILDING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins presented Resolution 2016-46-R, A Resolution Supporting the Construction of Bartlett High School Activity Complex.

Trustee Hopkins stated that this complex would keep the residents as well as Bartlett High School in its home community instead of traveling to Streamwood High School for many of its events.

President Wallace read the Resolution.

Trustee Deyne moved to approve Resolution 2016-46-R, A Resolution Supporting the Construction of Bartlett High School Activity Complex and that motion was seconded by Trustee Camerer.



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ROLL CALL VOTE TO APPROVE RESOLUTION 2016-46-R, SUPPORTING THE CONSTRUCTION OF BARTLETT HIGH SCHOOL ACTIVITY COMPLEX

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

Trustee Arends stated that last night the Rotary Club presented the Booster Club with a check for \$25,000 to help them build the Activity Complex. She hoped that other service clubs in Bartlett will see fit to support this as well.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Ordinance 2016-49, An Ordinance Ascertaining Prevailing Wages in the Village of Bartlett and Resolution 2016-50-R, A Resolution Approving of Disbursement Request for Payout No. 35 from the Subordinate Lien Tax Increment Revenue Note, Series 2007 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project were covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN ARENDS

Trustee Arends stated that the Independence Day Parade Permit Request and the Carnival License Application were covered and approved under the Consent Agenda.

President Wallace verified that the parade is on Sunday, July 3<sup>rd</sup> and the fireworks are on Monday, July 4<sup>th</sup>.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that the Vehicle Replacement requests for the Administrative, Investigations, Support & Crime Prevention, Patrol, Traffic, Directed Patrol and Community Service Officers as well as Resolution 2016-47-R, a Resolution Approving of the Agreement for Regulation of Parking Motor Vehicles at the Jewel Shopping Center Between the Village of Bartlett and Jetco Properties, Inc. were covered and approved under the Consent Agenda.

Trustee Carbonaro presented Resolution 2016-48-R, a Resolution Approving of the Owner Architect Agreement Between the Village of Bartlett and Williams Associates Architects, Ltd. for the New Bartlett Police Facility.

Administrator Salmons stated that last fall they went through the process to select an architect to look at the potential to redevelop or develop a new police facility. Legally, they went out for an RFP and got 12 different architectural firm bids and based on experience it was widdled down to 4. Staff did interviews with 4 firms and as the law says, they are to look at quality and experience. The cost is not one of those things that



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you are allowed to put in the process. We brought the recommendation to the Board that they hire Williams Architects and the Board unanimously approved it. They then began with Phase 1 of that architectural review and brought the result to the Board and were directed to get the information to continue the process and they have done that this evening.

Attorney Mraz stated that the statute that Ms. Salmons is referring to was the Professional Services Selection Act and it states that you send out a Request for Credentials ("RFC") and a Request for Proposal ("RFP") and the firms send you their credentials. The architectural firms are then rated and the municipality then negotiates with the highest ranked firm and if you can reach agreement, that is who you go with. If you cannot reach agreement with the highest ranked firm, the Village then moves on to the next highest ranked architectural firm and tries to negotiate a contract. The Village did set up the RFQ/RFP noting two phases with the idea being that if the Board decided not to do the building, they would simply have done the first portion of the work which was the needs analysis. It was contemplated if the Board decided to go forward with the building and was satisfied with Williams Architects, staff would come back with a Standard Form of Agreement for the design. That is the Agreement that is before you this evening. You will see that this contract provides that Base Services will be compensated at 7.25% of Total Construction Cost. That percentage is within the guidelines of the Illinois Capital Development Board ("CDB") as well as in line with the range provided by other architectural firms which staff contacted to see what an appropriate fee would be. The CDB rates projects by the complexity and in this instance you are trying to keep the police station on this campus instead of off-site. There are also some concealed conditions. The Capital Development Board has a range for new projects and there are actually higher percentages for remodeling. For projects considered in the group the CDB range it is somewhere between 5.76% and 8.66% for the most complex projects and 4.94% to 7.42% for projects of moderate complexity. That does not take into account the longer period for a second phase of construction and some of the logistics or that the project will include some remodeling of existing structures where the CDB guidelines provide for higher percentages of up to 8.81%. The proposed Base Service Fees are within that range at 7.25%. The American Institute of Architects (AIA) has some standard forms of agreement but there are many different varieties and this particular form is for a large complex project. It was modified to provide for a Construction Manager Constructor which is not typical of what the Village typically does. We usually bid it out and select a single General Contractor. He stated that as a general rule, he was not a fan of Construction Manager contracts, however, with a Construction Manager Constructor format, which is the process contemplated and referenced in the Owner Architect contract, the Construction Manager is "at risk", and when and if you get to that stage, the CMC contract will be combined with a guaranteed maximum price. Because of some of these complexities and the logistics, the architect made a compelling argument that it would be wise to use that type of contract. In part, you get more cost estimates and the Construction Manager Constructor is involved with some of the pricing and the budgeting



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as the plans are developed. With the concealed conditions and existing structures and working around them, that is what is proposed. The Owner Architect contract before you spells out in Architect's Scope of Services, the compensation, and some of what the Additional Services would be. The architect put together multiple building location options that the Board tentatively was looking at from a conceptual standpoint, and an Order of Magnitude Planning Study budget for each option. Within that, you will see what they are estimating the Construction Manager Constructor cost in that budget.

Overall, there are Basic Services and Additional Services that are provided for in this Agreement. The Basic Services being the 7.25% of Total Construction Cost which is different than the Total Project Budget which includes other items like land acquisition and building furnishings. Staff is recommending the Board approve this contract. The architect presented at a previous meeting and went through the options. The Board also heard from a financial consultant relative to its ability to pay for this project. If the Architect contract is approved, it will move this project forward.

Trustee Deyne asked about the budget.

Attorney Mraz stated that there were different options that were reviewed and there was a budget for each option. Those were given to the Board previously and the line item pricing for the selected conceptual layout option was again distributed by separate document e-mailed to the Board.

Trustee Reinke stated that they are not agreeing to spend \$20 million dollars tonight.

Attorney Mraz stated that as the scope is refined they can reduce some costs. This is more of a conceptual point. There are other costs besides the architect and the construction manager. The budget reflects numerous site costs, etc. so that \$20 million is the all-encompassing cost. In terms of just straight up construction cost for the building, the budget reflects that is between \$15.5 to \$17.4 million. It is that figure that the 7.25% Base Services fee is multiplied by and calculated from.

Trustee Deyne stated that what they received in Option 2 is a loose type estimate. By entering into this contract, they will be able to firm up these numbers and have a very accurate picture of exact cost.

Attorney Mraz stated that one of the reasons for the Construction Manager Constructor option being proposed is that it often, particularly where there are hidden conditions, there is a budget and then the bids come in and they may be nowhere near what the estimate is. You actually have the Construction Manager Constructor put cost estimate input into the plans and that helps refine the budget so the bids come in closer to the estimates. What actually gets bid in this scenario are the subcontracts. You hire the Construction Manager Constructor. He is paid a percentage fee and the Village can do an RFP for



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those services as long as the Construction Manager will not actually be performing some of the trade work. You could ask the range of pricing when you are trying to hire a Construction Manager Constructor. The CMC will take on all the trades that get bid as its subcontractors.

Administrator Salmons clarified that they won't approve a \$20 million dollar building until they see the building, see it designed, move some pieces around until you are all done and you like it. Then, you won't approve it until we bring back our financial consultant. We will have a calendar by then and we will issue bonds. In terms of keeping the taxes down, we have some reserves that we would spend on this project and probably would use it for the early architectural plans. There are several more steps that have to come before the Village is ready to build a building.

Trustee Hopkins asked if they are guaranteeing with this contract to spend \$1.1 million dollars for architectural services.

Attorney Mraz stated that the contract provides that Basic Services won't be less than \$1.6 million, which is about the middle when calculated against the range of Total Construction Cost.

Trustee Hopkins asked if our financial situation changes and we decide to only spend \$14 million for a police facility, would we be overpaying for this service.

Attorney Mraz stated that if he is talking about the Total Budget which is \$20 to \$22 million and applying that to \$14,000,000 Trustee Hopkins would be correct. Percentage wise what you see with these typical projects is the smaller the project and the percentage is usually higher. When he looks at the Capital Development Board Guidelines, the percentages are presented in ranges that increase as the size of the project decreases.

Trustee Hopkins asked if it was in their best interest to know the scope of work before proceeding with this.

Attorney Mraz stated that you have to design the project to know the scope and that entails hiring the architect to design the project and determine the scope.

Administrator Salmons stated that what they did last year is we brought a needs analysis to the Board first. We did a needs and a space analysis and went through in detail what we thought we needed to have a police department that would bring us into perpetuity. The Board understood that and we talked about the different elements of that plan. The direction was to move forward. They brought a couple of structural layouts before the Board. One had the driveway going straight through to Oak Street in the back; one had a cul-de-sac effect tying into Village Hall. The Board chose a favorite and the estimate of that plan with all of its contents to start the process was about \$20 million dollars. We



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have here, an architectural proposal that is based on that. It is a little bit on the low end compared to surrounding towns. It will be to design the plan overall, that you have seen and chosen.

Attorney Mraz stated that he acknowledges that it is confusing because he keeps talking about those two different numbers – Total Construction Cost and Total Project Budget. The latter includes land acquisition and things that will not count toward the Basic Services fees that the 7.25% will be applied to in determining that portion of the architect's compensation, but they are still a cost of doing the project. There is also a \$1.4 million dollar contingency which most likely will not all be used. For planning purposes, you put that in your budget. Once again, the Basic Services fee is based on the Total Construction Cost, not some of these other outside costs. Those costs still need to be looked at because they are things that have to also be paid for a turn key new police building. As the project goes forward, those numbers will be more refined. In a large project it is very common to have a contingency of that nature to cover the unforeseen conditions. He does not expect many change orders but you are dealing with an existing building and some hidden conditions.

President Wallace reiterated that they went down this road a few times. They talked about the concept, talked about the architect, plans A, B, and C and a few different ideas. At this stage, we went past the concept and are now into the architectural mode. These people have to go to the next level for us to determine which direction we want to go.

Trustee Carbonaro moved to approve Resolution 2016-48-R, a Resolution Approving of the Owner Architect Agreement Between the Village of Bartlett and Williams Associates Architects, Ltd. for the New Bartlett Police Facility and that motion was seconded by Trustee Arends.

Trustee Reinke stated that he wished they could have talked about this at the Committee level. He had more questions for Williams Architects. He would like to hear a little bit more about their process, what opportunities they will have to save money.

Administrator Salmons stated that they certainly can do that.

Attorney Mraz stated that there was a representative from Williams Architects in the audience.

Mark Bushhouse, President of Williams Architects stated that he would be happy to answer any questions or concerns.

Trustee Reinke stated that they are going to come back with a plan that isn't \$20 million dollars, it is \$35 million and now we have to pay more money to pare it down to \$20 million.



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Mr. Bushhouse stated they would not have been selected in the first place if that was a habit of his firm. Making municipal project happen and on budget is something that they take very seriously and that is why they get repeat customers. They understand that they are spending tax payer dollars. During this process they will work very closely with the staff to look at the needs and make sure it functions very well. They will work with staff and the Board on the appearance of the building and the goals for how it wants to present itself to the community. The architecture will work with the downtown. As the attorney pointed out, they are strongly recommending you bring a qualified Construction Manager Constructor into this project fairly quickly. They have great expertise in evaluating costs of buildings. They as architects, certainly try to track costs of buildings on a per square foot basis but since they work with the trade contractors on a regular basis, they get into the very fine details of what each item costs. Having them on board early, doing cost estimating and working with him and the staff to review all the products and methods of design and how it's put together helps get an accurate project cost. Sometimes the architects and the Construction Manager agree and also disagree. They are two very qualified professionals groups and they advocate for the design and the Construction Manager advocates for the budget and constructability.

Trustee Reinke asked what happens if the State cuts our MFT, LGDF, and the economy tanks while we are in the middle of this thing or at the end?

Mr. Bushhouse stated that the Village Attorney wisely put into the Agreement that any time in this process, the Village can terminate the contract for convenience. If you suddenly find that the money is gone, you can stop at any time and pay for what has been completed. This contract does have the minimum fee in it but also states there are some basic understandings of what the scope of this project are. If the scope is significantly changed mid-project, then they go back to the beginning of the project and re-hash the fee subject according to the new budget figure to move forward.

President Wallace stated that this is a valid concern. On the surface, it appears that they will pay \$1.1 million no matter what and that's not the case.

Trustee Deyne stated that since the budget amount was \$1.4 to \$1.56 million, he understood that the price is variable. Were there any considerations given to a "not to exceed" clause?

Mr. Bushhouse stated that if you control your budget than their fee is automatically controlled at 7.25%. He stated that they work closely with the Construction Manager to design and use materials that can be built at the cost that they are expecting. They have to re-design the building at the end of design development at our dime if it comes in over budget with the estimates. They are very, very, motivated both for their reputation but also internally, for controlling their work hours to see that they maintain a design that works with the budget.



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**June 21, 2016**

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ROLL CALL VOTE TO APPROVE RESOLUTION 2016-48-R, APPROVING AGREEMENT WITH WILLIAMS ARCHITECTS FOR NEW POLICE FACILITY

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

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer stated that there was no report.

13. NEW BUSINESS

Trustee Camerer applauded the Village on how nice the flower baskets were.

Trustee Deyne thanked the Board for the favorable vote on the Jewel Fire Lane Agreement. He has been there many times and constantly see residents abusing the fire lane.

Trustee Camerer asked the Chief how many other private properties does the police force enforce?

Chief Williams stated that if it is private property it requires an ordinance between the property owner and the Village. There are other properties such as schools and strip malls, Hearthwood Farms, Bartlett Plaza, etc.

Trustee Camerer stated that you can look at it from the standpoint of what is the best use of the police force. You could be ticketing people left and right pulling in and out of the post office incorrectly.

Chief Williams stated that they call that an organizational culture. They do not enforce every law, every time it is violated. The courts would be chagrined on that. There is a value to officer discretion and organizational culture and that is why you have a Board and a police department that answers to the Board.

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None



**VILLAGE OF BARTLETT**  
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15. ADJOURNMENT

President Wallace stated that the Board will take a five minute recess and will go into the Committee of the Whole meeting. After the conclusion of the Committee of the Whole meeting, the Board will then go into Executive Session to Discuss Property Acquisition Pursuant to Section 2(c)5 of the Open Meetings Act and to Discuss Pending or Imminent Litigation Pursuant to Section 2(c)11 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 Camerer.

ROLL CALL VOTE TO ADJOURN

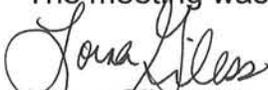
AYES: Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 8:10 p.m.

  
Lorna Gilles  
Village Clerk



## VILLAGE OF BARTLETT COMMITTEE MINUTES

June 21, 2016

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President Wallace called the Committee of the Whole meeting to order at 8:20 p.m.

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

ABSENT: None

ALSO PRESENT: Village Administrator Valerie Salmons, Assistant Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Finance Director Jeff Martynowicz, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Community Development Director Jim Plonczynski, Assistant Community Development Director Roberta Grill, Economic Development Coordinator Tony Fradin, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Police Chief Kent Williams, Deputy Chief Joe Leonas, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

### PLANNING & ZONING COMMITTEE

#### RLE Property Corporation Annexation

President Wallace stated that due to a conflict of interest of Chairman Reinke, he has requested Trustee Carbonaro to present this first item.

Trustee Reinke, although present, did not participate in the discussion.

Trustee Carbonaro presented the RLE Property Corporation requests and asked the Community Development Director to give the details.

Community Development Director Jim Plonczynski stated that the petitioner was represented by Mike Anderson, Project Manager on behalf of RLE Property Corporation and the site was 1180 West Lake Street on the north side of West Lake Street approximately 0.24 miles east of Naperville Road. The property was formerly known as Abel RV. The petitioner is the owner of the Elgin Toyota dealer just to the west of the property. They are requesting the following: Annexation; Rezoning the north lot and the Cell Tower lot, upon annexation, from the ER-1 (Estate Residence) to the B-3 (Neighborhood Shopping) Zoning District; Special Uses for motor home sale and major repair including automobiles and trucks, detail shop and storage of vehicles associated with the use of the property and someday open up to the public. The Village is requiring them to make the water connection south of Lake Street into the Village property currently served by a well and septic. He will make the water connection to the south. The Village of Streamwood and the Village of Bartlett will participate in that water inner-connection and it will be part of the overall plan to have an emergency connection to



## VILLAGE OF BARTLETT COMMITTEE MINUTES

June 21, 2016

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Streamwood. We will participate in the upsize from an 8" main to a 12" main. We will get sales tax from the sales of parts that will be in the service entity of that and an eyesore property will be cleaned up.

Trustee Deyne asked what the projected sales tax revenue will be?

Mr. Plonczynski stated that it will be around \$3,000. They figured they would do about \$300,000 in the first year of sales. It will go higher and will increase as the business increases.

Trustee Hopkins asked how soon the property will be improved.

Mr. Plonczynski stated that they would like to get the detention basin completed upon approval as soon as possible.

Trustee Carbonaro asked if we were going to use this property as a connection to the auxiliary water supply, are we going to need some kind of pump station there as well?

Public Works Director Dan Dinges stated that it is something they are looking at right now. They are working on our water model of our system and Streamwood is also working on theirs. Once they are complete, we will put them together to find out what pressures we are at and determine if a pump station is needed.

President Wallace stated that you see a lot of dealerships that have Toyota start-ups and on the other end of the dealership they have another factor. He would not want to inhibit them from selling cars on the other side. He would much rather see them sell cars instead of parts.

Administrator Salmons stated that they had a lot of discussion about that with the petitioner.

Project Manager Mike Anderson stated that this is giving a continuation of the assemblage that Mr. Loquercio (owner) has done for the property. His plan is that someday, if there is the ability to add another dealership, he has the capability of doing it. This parcel allows him to clean up the area and have other ancillary usages to his existing business. There is no guarantees right now but as the transition of business goes on, he can't go west. Toyota requires him to have so much parking at this point.

President Wallace asked if he has a service center currently.

Mr. Anderson stated "yes", but it does not do damage by hail, bodywork or detail work.



## VILLAGE OF BARTLETT COMMITTEE MINUTES

June 21, 2016

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President Wallace asked him to encourage the petitioner to sell cars there in the future and perhaps he would be willing to join the Chamber in Bartlett.

### D'Licious Crepes & Roti Special Use

Trustee Reinke turned the discussion over to Mr. Plonczynski.

Mr. Plonczynski stated that the petitioner is Rakesh Chopra and the subject site is 225 S. Main Street and he is requesting a Special Use Permit to serve beer and wine inside and outside at D'Licious Crepes & Roti. He is asking for a Class B liquor license.

Trustee Camerer thought it was a great idea and great to see him back. If this helps his business to succeed in Bartlett he was all for it.

President Wallace commented that his coffee is phenomenal.

### Draft Downtown TOD Plan

Trustee Reinke stated that there was a lot of information and it is very impressive. He hoped they could get as much done as possible tonight but wanted them to take some time to "chew" on all of this.

Christine Carlyle with SCB stated that they have been working for the past eleven months with their team on the downtown Transit-Oriented-Development (TOD) Plan for the future development and redevelopment of downtown Bartlett which is part of an RTA grant. It is focused on creating a vibrant downtown. Some of the key goals is to attract new visitors, businesses, residents as well as future development.

She stated that it was an eleven month process. The first three months were existing conditions with stakeholder interviews and a lot of research. There were a number of Steering Committee meetings and one public meeting. The next three months were focused on land use market and transportation, urban design and analysis. The next three months they worked on the draft recommendations and had the third public meeting. In the last two months they worked on the final plan which is before you. The community process was really robust. They had a number of stakeholder focus groups, five in total of the local experts participated from the downtown businesses, property owners, residents, employers and the village institutions and programming in downtown. They had 287 responses to their survey as well as a Steering Committee where there were five meetings and fourteen members present. The project website had over 4,000 views and of that there were 1,500 visitors and 70 people chose to follow. They had three community meetings and multiple Village staff members to review the plan.



## VILLAGE OF BARTLETT COMMITTEE MINUTES

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The attached slide presentation was presented to the Board.

Trustee Reinke stated that when they struggled with the downtown they always focused on the commercial business. The plan struck him because of the emphasis on residential. He asked if increasing the downtown residential drives demand for commercial property.

Ms. Carlyle stated that it is not necessarily the number of cars in the downtown. Many retailers look at that for location purposes. It will be a neighborhood serving retail. It will be destination oriented and is based on creating loyalty and having this walkable environment. A lot of communities are thriving on this. Having vacant land and not enough critical mass in terms of people who live there is something that there isn't enough daytime or nighttime population to support the retailers. Getting more residential creates the driver for retail and also puts a different spin on the downtown.

Trustee Reinke talked about the traffic and referred to a study done in 2014 that told them that this was as good as it is going to get. He referred to reconnecting the street grid from the presentation and asked if they reached out to the property owners and discussed the notion of creating new right of ways?

Ms. Carlyle stated that they talked it through with the Bartlett Plaza. The other property owners would have to be worked through the process of that. They also talked to the owners of the Town Center as well.

Trustee Arends wondered how towns like Glen Ellyn and Arlington Heights who have added residential and yet their downtowns are still dwindling.

Ms. Carlyle stated that Glen Ellyn is doing very well. Arlington Heights is not comparable because of the size and the scale. They have a much bigger downtown.

Trustee Deyne commended their group and the Steering Committee for their efforts. He was extremely impressed with the progress and how this has all come together. He asked her thoughts on how this could be financed.

Ms. Carlyle stated that they have land and should think about improvements such as moving the parking to create the demand for a developer to come in. Most developers are seeking some coordination with the Village.

Trustee Deyne asked if she was talking about a TIF district for that area.

Ms. Carlyle stated that their Economic Analyst has talked to and worked with many of the surrounding communities and they do have TIF's and therefore a way to give incentives. It doesn't mean that you could not start off with a straight market rate



## VILLAGE OF BARTLETT COMMITTEE MINUTES

June 21, 2016

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project. If you offered land as the incentive, that could be a starting point. Most development is looking for some incentive to make it all pencil out.

Trustee Deyne stated that he agreed. They have had developers and interest in the downtown area but they are looking for some type of relief. The creation of a TIF District would be an enticement.

Trustee Hopkins stated that they have done a good job.

Trustee Deyne stated that he will be curious to see what happens when they have the joint meeting with the ZBA, Plan Commission and EDC.

Trustee Reinke stated that they will have a joint meeting. Does it make sense to have separate meetings?

Trustee Deyne stated that it does not happen often but he thought it was quite beneficial because there was a lot of interaction back and forth and it worked out pretty well.

President Wallace stated that he was very impressed by the recommendations and the staging. It is practical and something easy to follow. At least we have a valid starting point. He pointed out their courage in that some of this plan will be very controversial, especially the pathways and changing of the street dynamics. He never even considered these possibilities but thought it made all the sense in the world. He is looking forward to future meetings.

Trustee Reinke stated that this will be forwarded to the EDC, Plan Commission and ZBA. He hoped they would also talk about the split platform train.

### **Marketing Plan**

Assistant Village Administrator Paula Schumacher stated that this plan has been carefully considered by the EDC. They took the Board's direction and identified six development areas and the established marketing goals for each. The first is the downtown area, second is Route 59 Corridor, third Brewster Creek Business Park, fourth is Blue Heron Business Park and fifth is Route 59 and West Bartlett Road, and sixth is the Lake Street Corridor. In addition to the goals assigned for each area, the plan has key demographic information for each of the locations and a map showing the vacant and built up parcels. The goals give direction for the marketing efforts for specific areas and the business sectors that they hope to attract. The EDC felt strongly that the plan include measures by which to judge the success of the plan. Some of those performance indicators include the percentage of occupancy based on square footage and also based on the number of buildings and units. Staff worked with the



## VILLAGE OF BARTLETT COMMITTEE MINUTES

June 21, 2016

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EDC to determine what matrix would be used and how often things would be reported back to the EDC.

Trustee Reinke talked about the old Dominick's site and stated that he looked at the demographic information. When you look at the numbers relative to the downtown and 59/Stearns, the plan talks about the number of "miles" when referring to the downtown and 59/Stearns is talked about in the number of "minutes".

Economic Development Coordinator Tony Fradin stated that a lot of the retailers are considering drive time more than mile demographics. Typically, in the downtown, they have looked at radius rings based on miles since it is more of a local shopping area. Whereas, Route 59 attracts a lot of commuters and for some of the larger retailers like a Home Depot or Walgreens look at it as minutes rather than just how close it is to their home. It is more of a convenience issue. Either demographic is available upon request to retailers or interested parties.

President Wallace asked if 99,000 people live within a three mile radius of the downtown?

Mr. Fradin stated that the downtown has much more dense demographics than out towards Route 59. He reminded him that it is taking in apartment complexes along Lake Street and even into some neighboring communities.

Trustee Reinke stated that the plan makes a lot of sense. It fits well with the TOD Plan.

President Wallace asked if they discussed this with the businesses along Route 59?

Mr. Plonczynski stated that Mr. Fradin, Ms. Schumacher and himself worked with a lot of the brokerage community. The business owners in the sense of the shopping center owners were their major contacts. They are going to commercial and industrial trade shows because this plan also involves the business parks.

Trustee Reinke complimented him on the vacant commercial space database and thought it was a wonderful tool. In terms of Lake and Route 59, do they realistically think there will be any development before the intersection improvements.

Mr. Plonczynski stated that he thought that would be the case. Everyone is aware of the IDOT improvements and the person that wanted to do the high end apartment buildings has kind of held back on things.

Administrator Salmons stated that the good news is that this is happening this year.



## **VILLAGE OF BARTLETT COMMITTEE MINUTES**

**June 21, 2016**

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Trustee Reinke stated that at least there is an identifiable reason why no one wants to touch that area.

Trustee Deyne asked about the development on Lake Street and North Bartlett Road.

Mr. Plonczynski replied that it was the recession.

President Wallace asked about the timing with IDOT and West Bartlett.

Administrator Salmons stated that their first priority is Lake Street and Route 59 (this year), the second is Stearns and Route 59 (next year), the third is more minor improvements at Army Trail and Route 59 that should have some sheltered left turn lanes, the fourth is West Bartlett and Route 59. The good news is, when they first got the IDOT plans, it did not improve the intersection in ways that were critical to attract a development. They were able to convince IDOT that they needed to re-think this whole intersection for safety issues. The bad news is that it is their fourth priority so it's probably three years out. As we are talking to developers, this is a critical issue and we are now able to say that they will have dual lefts.

President Wallace recalled that they were pressing the gentleman for a time frame and he stated that it is more than conceptual on West Bartlett and Route 59. They actually made the first step into the process. He thought it was crucial for the downtown as well.

Ms. Schumacher stated that the next step is to start building those marketing pieces that correlates to the goals that have been set.

### **PUBLIC WORKS COMMITTEE**

#### **Spaulding Road Quiet Zone**

Trustee Camerer asked staff to summarize.

Administrator Salmons stated that several years ago when the CN purchased the rail line and increased the number of trains, the Village was secured a million dollars for sound attenuation. They looked at how they could impact that area with the most bang for the buck. They decided that a Quiet Zone would be the answer. They began to work through the requirements from Metra, the ICC and the FRA and have worked on it diligently for a few years now. They were able to work with their neighbors at Global Auto and secure their agreement to move their access which was a critical part of the approval for the Quiet Zone and we have done that. If we do this now, while Metra is out there doing work, we will save substantial amounts of money, like several hundred



## VILLAGE OF BARTLETT COMMITTEE MINUTES

June 21, 2016

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thousands of dollars. They hope to move this forward, be able to access the money and get a much quieter area out there.

President Wallace stated that he was privy to the calls that came in. CN attempted to do a similar thing that IDOT did and that was to put a band-aid on it. Staff worked diligently and did a ton of research to come up with a viable solution for the residents. The wonderful Village Administrator kept pushing CN and not allowing them to take back the million dollars.

Trustee Deyne was shocked that there are approximately 2,800 residents in that area.

Trustee Reinke stated that it was great work.

President Wallace stated that the Board would be going into Executive Session to Discuss Property Acquisition Pursuant to Section 2(c)5 of the Open Meeting Act and to Discuss Pending or Imminent Litigation Pursuant to Section 2(c)11 of the Open Meeting Act immediately following the close of this meeting.

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

### ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting adjourned at 10:31 p.m.

Lorna Giles  
Village Clerk

LG/

Village of Bartlett

# Downtown TOD Plan

Board of Trustees

06.21.2016



GOODMAN WILLIAMS GROUP  
— REAL ESTATE RESEARCH —

# PLAN GOALS & IMPORTANCE



## WHY IS THIS STUDY IMPORTANT?

### TOD PLANNING GOALS

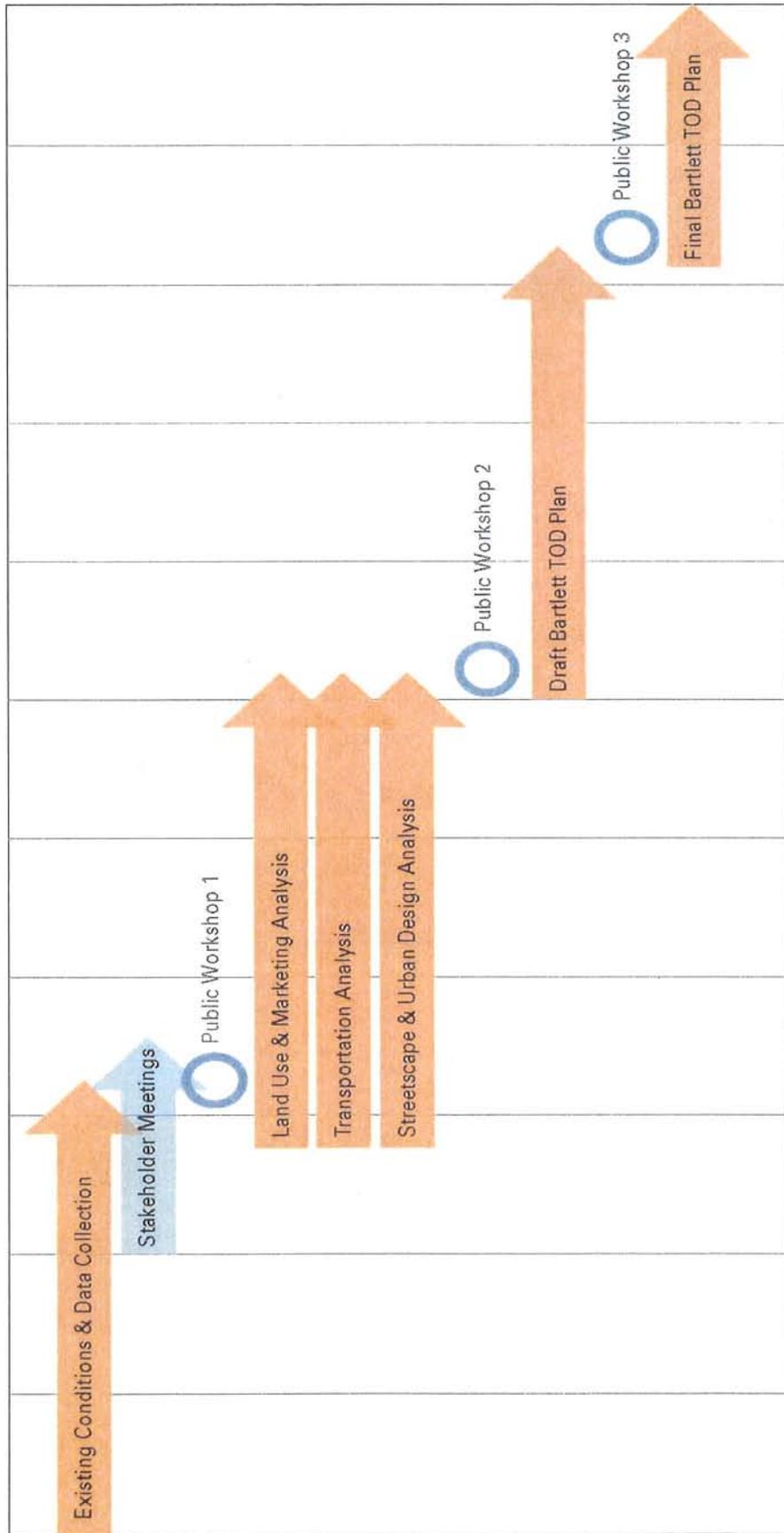
1. Attract new visitors and residents to Downtown
2. Identify opportunities for future development that has a positive impact on the community
3. Increase mix use development in Downtown (office, residential, and retail)
4. Increase the daytime population to support existing businesses and attract new investment
5. Encourage walking, biking, and a healthy lifestyle in Bartlett by ensuring a safe and welcoming public realm
6. Accommodate growth in Metra ridership



# WHERE WE'VE BEEN - 11 MONTH PROCESS



GOODMAN WILLIAMS GROUP  
REAL ESTATE RESEARCH



2016

2015

# STAKEHOLDER ENGAGEMENT RECAP

- **STAKEHOLDER FOCUS GROUPS**  
5 focus groups, over 30 local experts participated
- **ONLINE SURVEY**  
287 responses
- **DIVERSE STEERING COMMITTEE**  
5 project presentations, 14 members
- **PROJECT WEBSITE**  
4,000 views, 1,500 visitors, 70 Followers
- **3 INTERACTIVE COMMUNITY WORKSHOPS**
- **MULTIPLE VILLAGE STAFF AND STEERING COMMITTEE REVIEW OPPORTUNITIES**
- **2 WEEK DRAFT PLAN PUBLIC COMMENT PERIOD**



# WHAT WE HEARD FROM STAKEHOLDERS

Need to attract larger and more destination businesses

**CURRENT EVENTS ARE NOT SUFFICIENTLY SUPPORTED** and need more management, security, and funding

Leverage the many nearby bike trails, parks, and natural areas

Need to create a **CENTRAL GATHERING PLACE** Downtown

Commuters walking in the streets, especially at night, is dangerous

**ENGAGE YOUTH AND SENIORS IN DOWNTOWN ACTIVITIES**

Need to better engage with existing social organizations and attract families to Downtown

Parking Downtown is confusing with spread-out lots, and complicated rules

Many people in the community avoid driving through Downtown

**REACTIVATING BARTLETT PLAZA** would help spark other changes for Downtown

**NEED INCENTIVES TO ATTRACT NEW DEVELOPMENT**, and new businesses Downtown

**CONDENSE METRA PARKING TO OPEN UP LAND FOR NEW DEVELOPMENT**

**NEED TO INCREASE THE DAYTIME POPULATION** by increasing the mix of uses

**NEED TO IMPROVE THE CONVENIENCE OF COMMUTER PARKING AREAS**, and ensure that future parking expansion is located near the station

**ENCOURAGE MORE RESIDENTIAL** development to support new and existing businesses

Want increased frequency of Downtown events, better support for existing events, and to ensure increased businesses participation

# MARKET ANALYSIS METHODOLOGY

GOODMAN WILLIAMS GROUP  
— REAL ESTATE RESEARCH —

## ECONOMIC DATA / RESOURCES:

- RESEARCH AND ANALYZED DEMOGRAPHIC , HOUSEHOLD AND ECONOMIC TRENDS
- ASSESSED CURRENT RESIDENTIAL AND COMMERCIAL MARKETS WITHIN THE VILLAGE AND SURROUNDING COMMUNITIES
- INTERVIEWED CIVIC LEADERS AND REPRESENTATIVES OF THE REAL ESTATE INDUSTRY

## REVIEWED PREVIOUS PLANS:

- BARTLETT TOWN CENTER STUDY 2010
- DOWNTOWN TIF REPORT 2011
- TIF QUALIFICATION REPORT
- VILLAGE EDC – DOWNTOWN BARTLETT BRIEFING 2014



# MARKET ANALYSIS OUTCOMES

BASED ON GOODMAN WILLIAMS GROUP'S ANALYSIS, BARTLETT IS WELL-SUITED TO SUPPORT RESIDENTIAL GROWTH IN THE NEXT 5 YEARS

IN THE FOLLOWING CATEGORIES:

**RENTAL APARTMENTS**

- **50-60 Units**
- **1-2 Bedroom units**
- **750-1,200 square feet**
- **\$1,250-\$1,600 Monthly Rent**

**ATTACHED SINGLE FAMILY - TOWNHOMES**

- **45-55 Units**
- **2-3 Bedroom units**
- **1,600-1,900 square feet**
- **\$225,000-\$245,000**

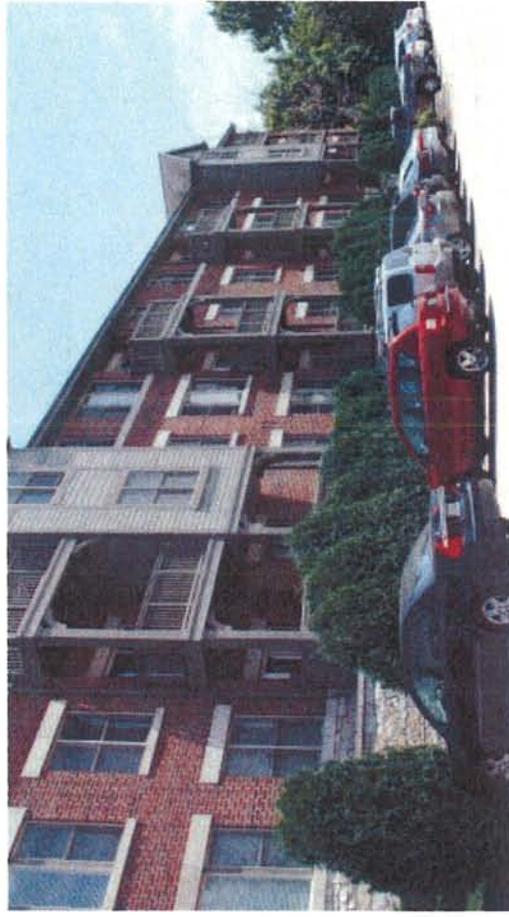


# MARKET ANALYSIS OUTCOMES

GOODMAN WILLIAMS GROUP  
— REAL ESTATE RESEARCH —

## COMMERCIAL RECOMMENDATIONS

- Work to capture limited demand for additional:
  - Eating & drinking places
  - Specialty food stores
  - Independent retailers
  - Service businesses
- Support improvements to vacant storefronts
- Help market Downtown Bartlett
- Encourage more residential development that will strengthen market opportunities



# DOWNTOWN BARTLETT TODAY



# OVERALL PLANNING STRATEGIES



1. Increase Residential

2. Redistribute Metra Parking

3. Reinforce Bartlett Avenue Retail

4. Reconnect street grid

5. Revitalize older retail properties

6. Improve bike and pedestrian connections

# DEVELOPMENT RECOMMENDATIONS



**A. MF Residential**

**B. Mixed Use**

**C. Improve Parking Areas**

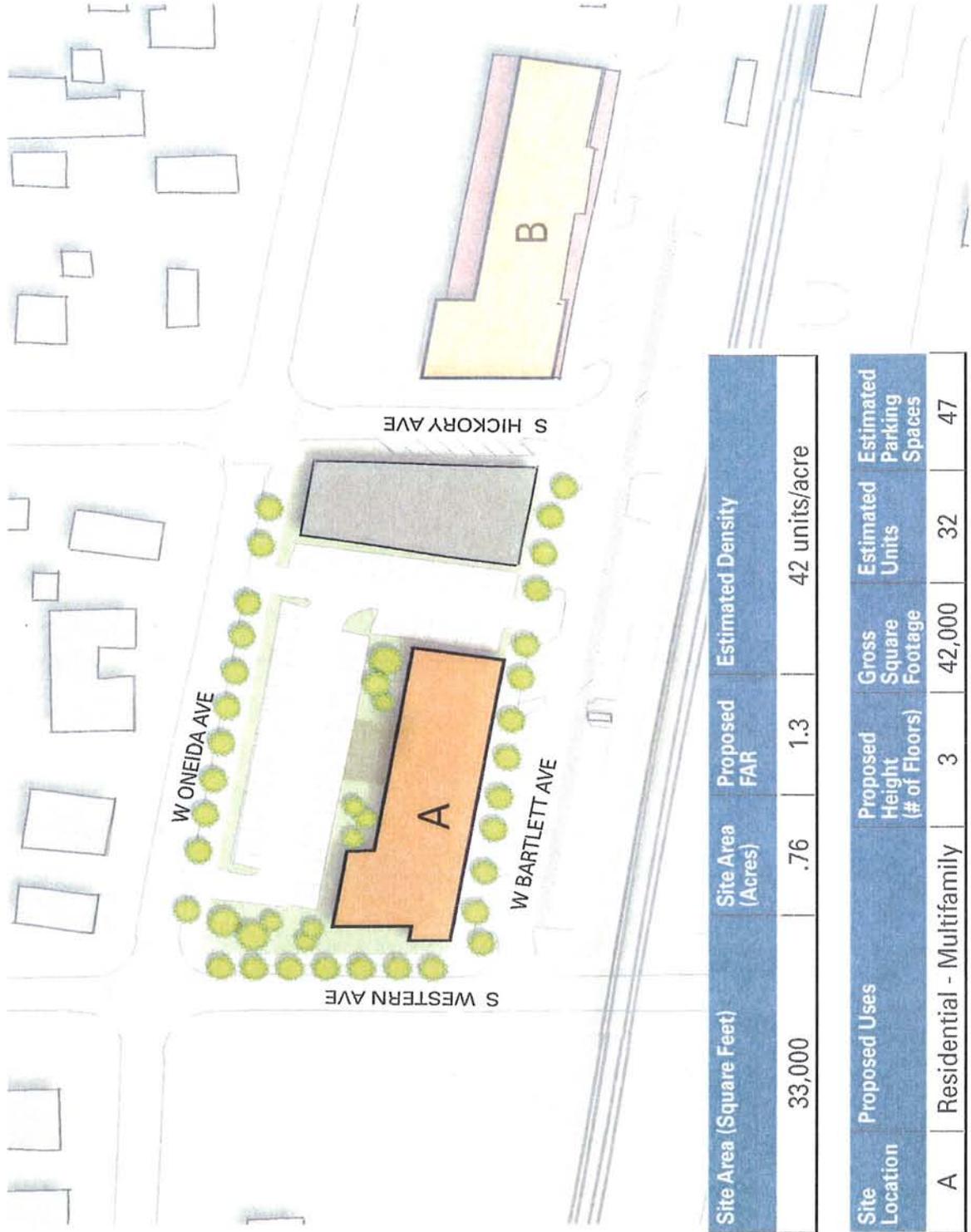
**D. Relocate Metra Parking Here, and Townhome Development**

**E. MF Residential**

**F. Metra Parking Expansion**

**G. Redevelop Bartlett Plaza**

# DEVELOPMENT CONCEPTS: SITE A



Site Area (Square Feet)	Site Area (Acres)	Proposed FAR	Estimated Density
33,000	.76	1.3	42 units/acre

Site Location	Proposed Uses	Proposed Height (# of Floors)	Gross Square Footage	Estimated Units	Estimated Parking Spaces
A	Residential - Multifamily	3	42,000	32	47

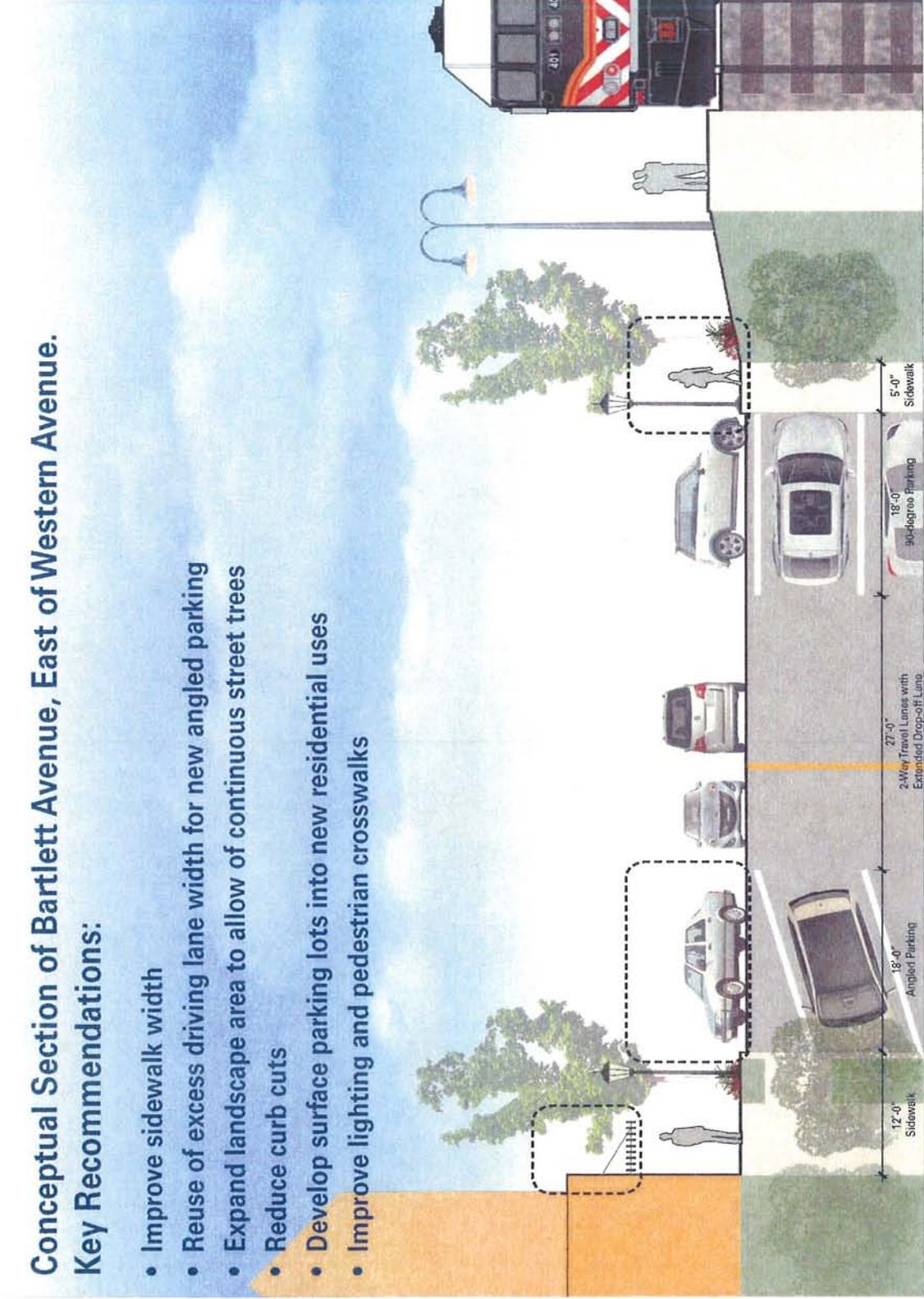
# BARTLETT AVE STREETSCAPE CONCEPT



## Conceptual Section of Bartlett Avenue, East of Western Avenue.

### Key Recommendations:

- Improve sidewalk width
- Reuse of excess driving lane width for new angled parking
- Expand landscape area to allow of continuous street trees
- Reduce curb cuts
- Develop surface parking lots into new residential uses
- Improve lighting and pedestrian crosswalks



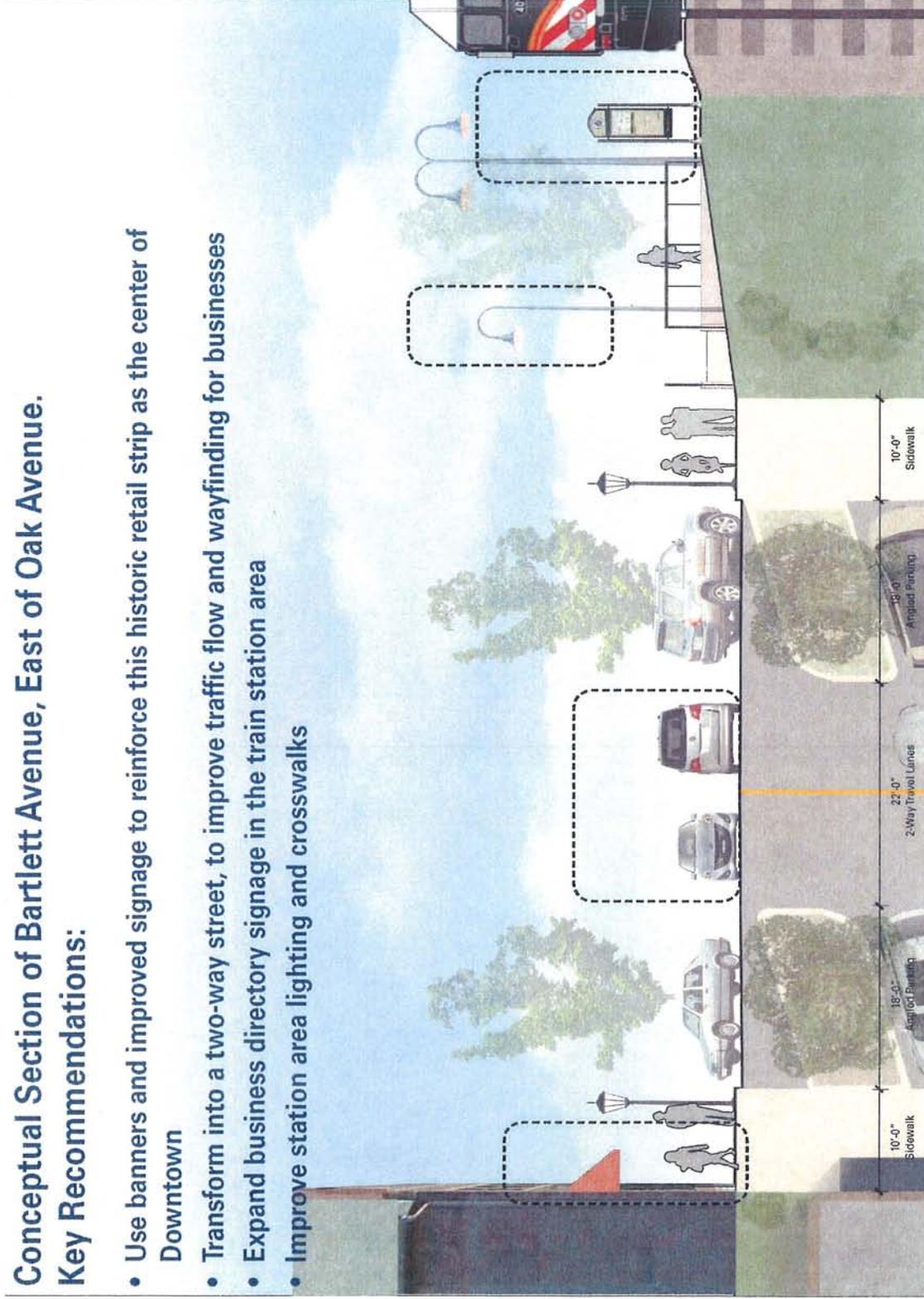
# BARTLETT AVE STREETSCAPE CONCEPT



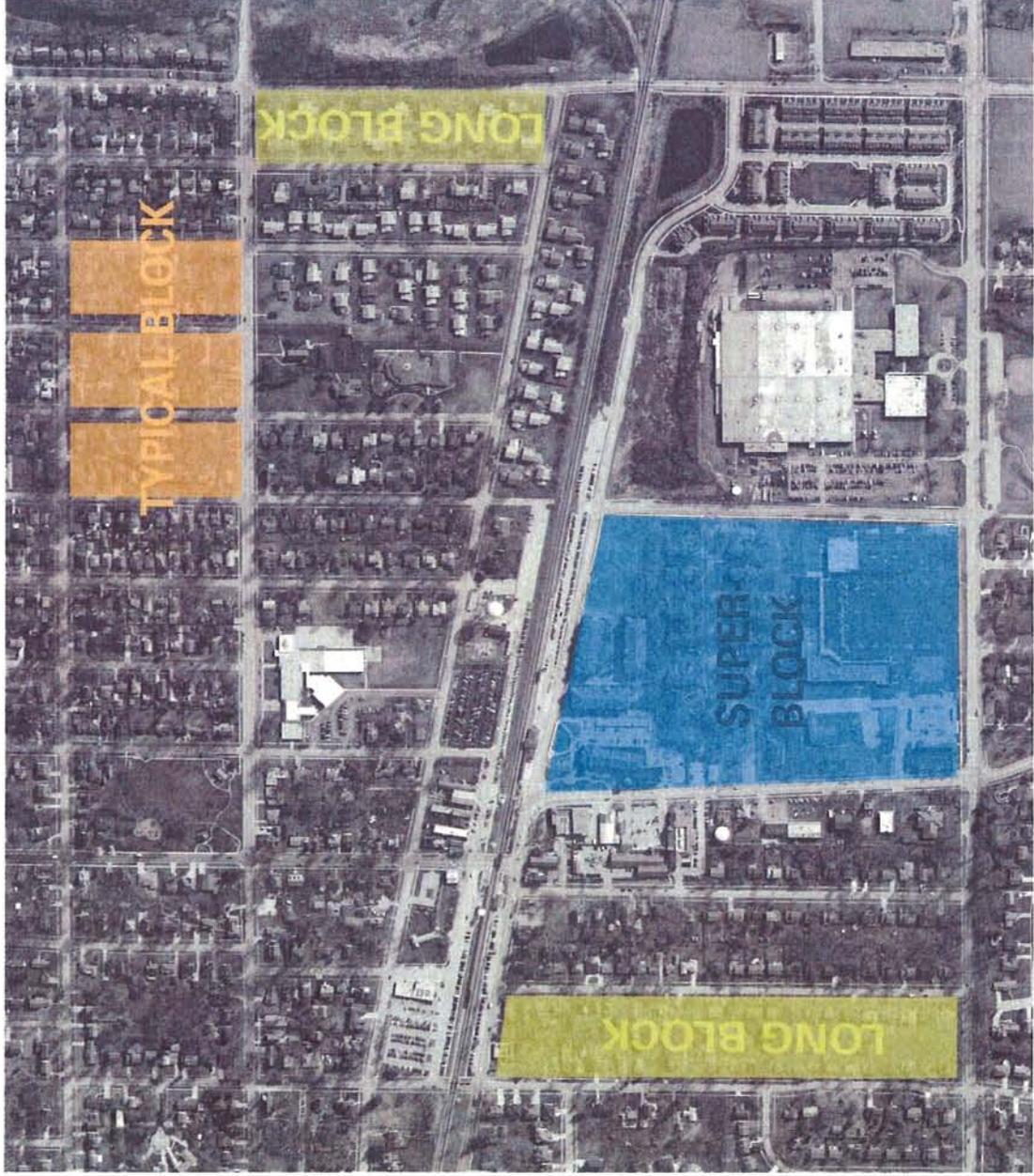
## Conceptual Section of Bartlett Avenue, East of Oak Avenue.

### Key Recommendations:

- Use banners and improved signage to reinforce this historic retail strip as the center of Downtown
- Transform into a two-way street, to improve traffic flow and wayfinding for businesses
- Expand business directory signage in the train station area
- Improve station area lighting and crosswalks



# DEVELOPMENT CONCEPTS: SITE G



## Development

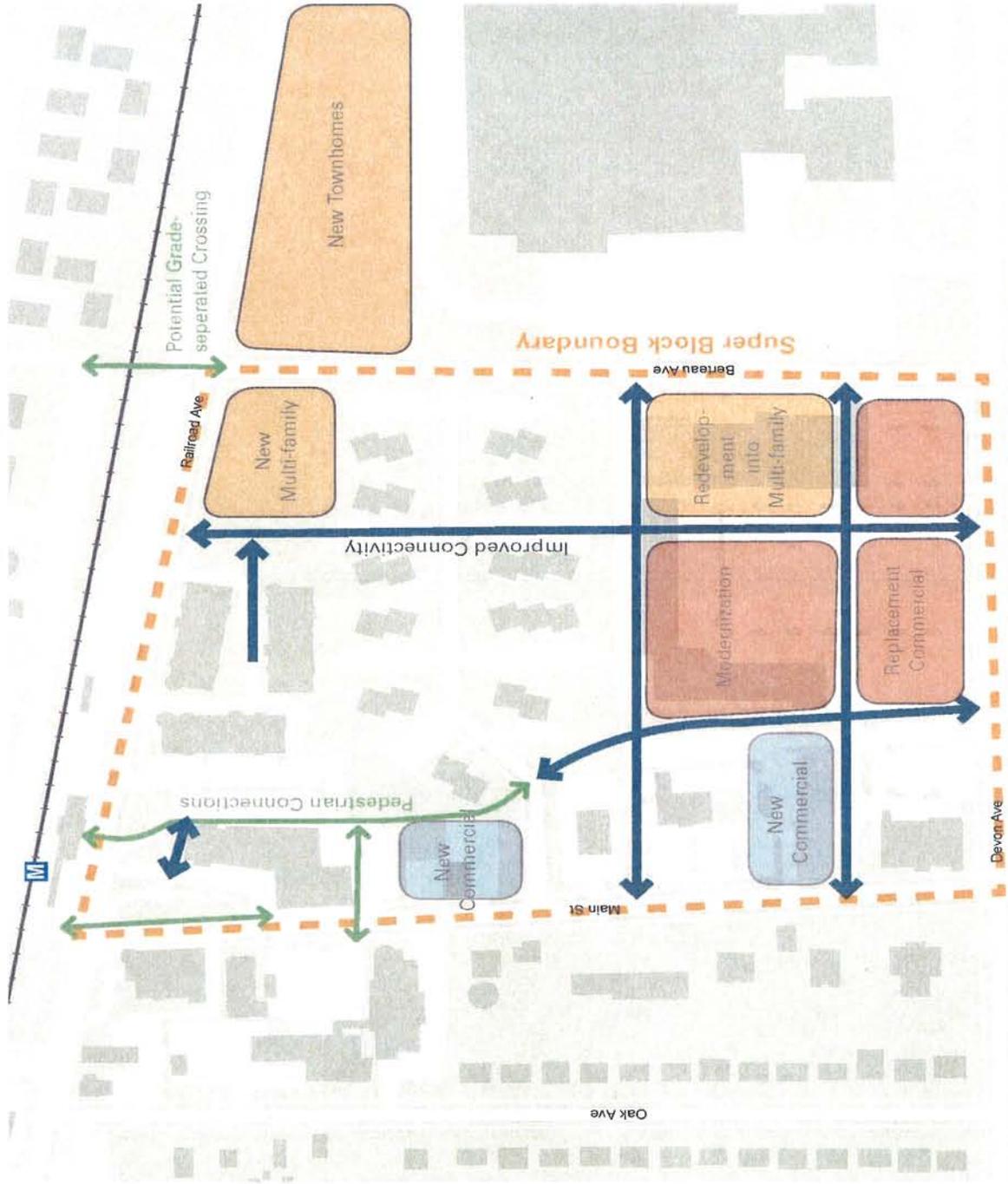
### Considerations:

Redevelop older retail properties that have been vacant for a significant period of time, into other uses.

Condense existing retailers to create a critical mass of businesses.

Create new, smaller scaled commercial development along Devon Avenue to establish a more attractive gateway.

# DEVELOPMENT CONCEPTS: SITE G



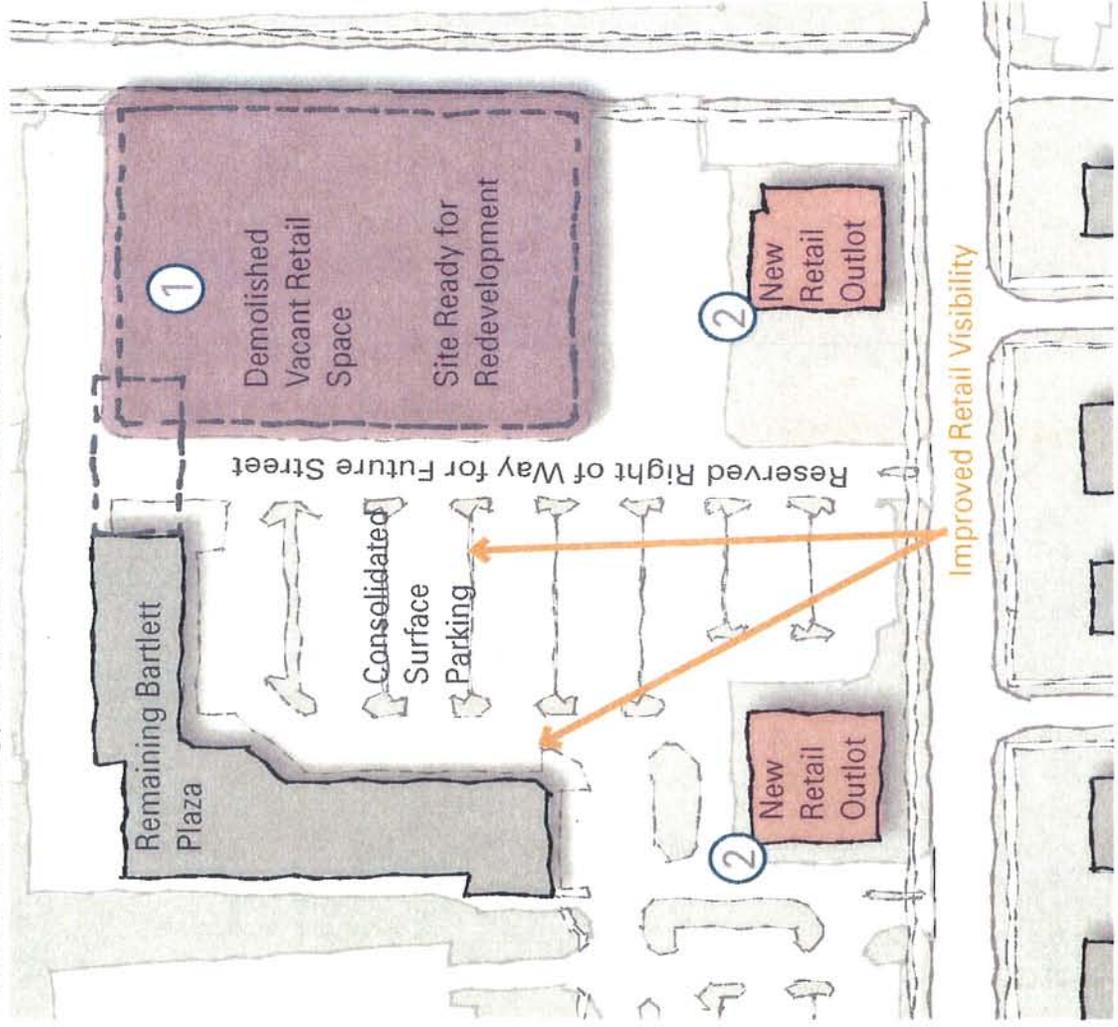
- Maintain successful existing residential and commercial properties, while also reducing the overall amount of vacant commercial space.
- Demolish the vacant grocery space, and eastern portion of Bartlett Plaza to create a new development site along Berteau Avenue.
- Relocate any displaced existing Bartlett Plaza businesses to new commercial developments along the Devon Avenue

# DEVELOPMENT CONCEPTS: SITE G

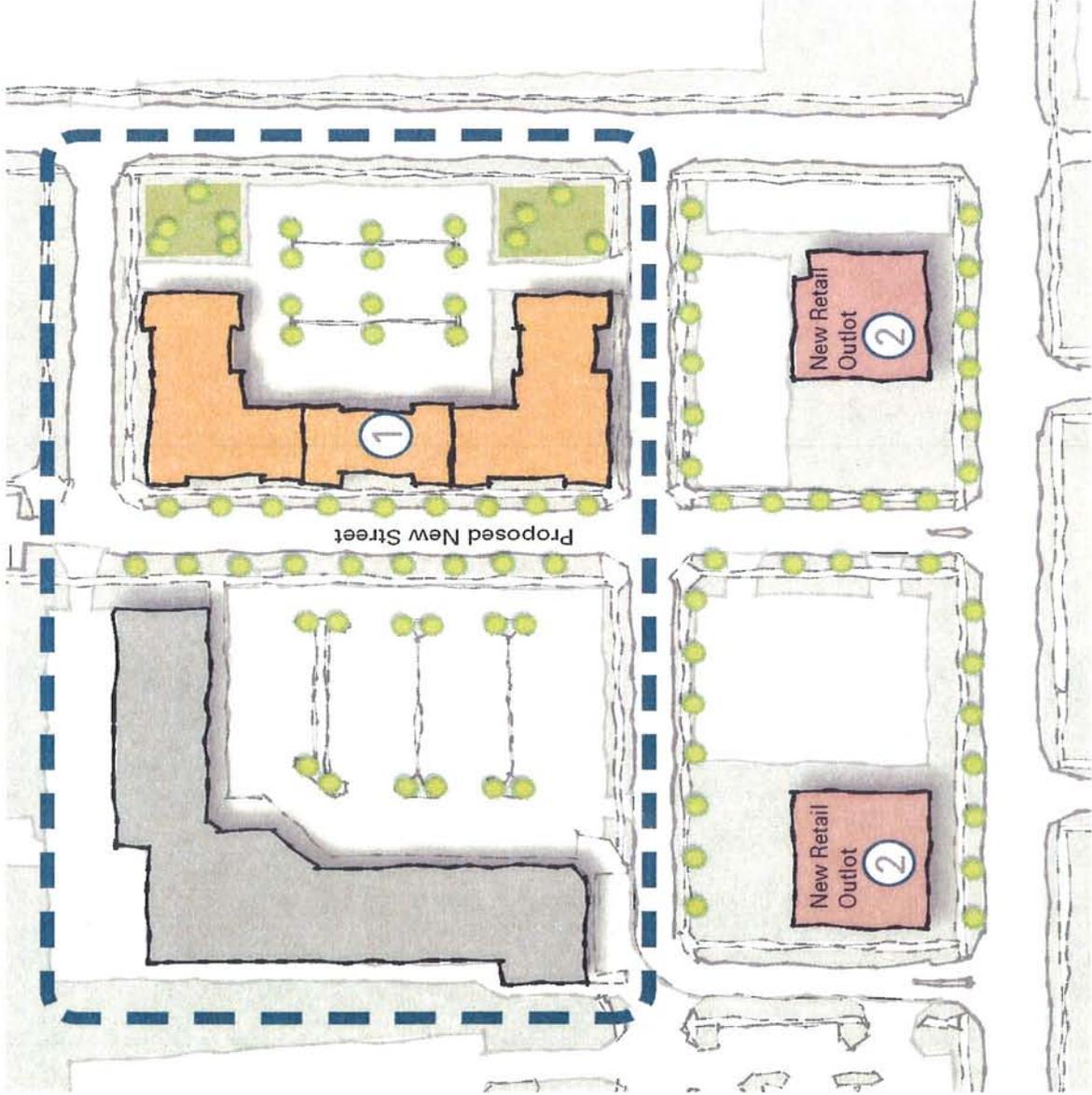
Bartlett Plaza Strategy for Initial Phase of Redevelopment



1. Redevelopment Site:  
3 acres
2. Retail Outlots:  
9,200 Gross Square Feet Each



# DEVELOPMENT CONCEPTS: SITE G



## 1. Residential Development:

3 floors

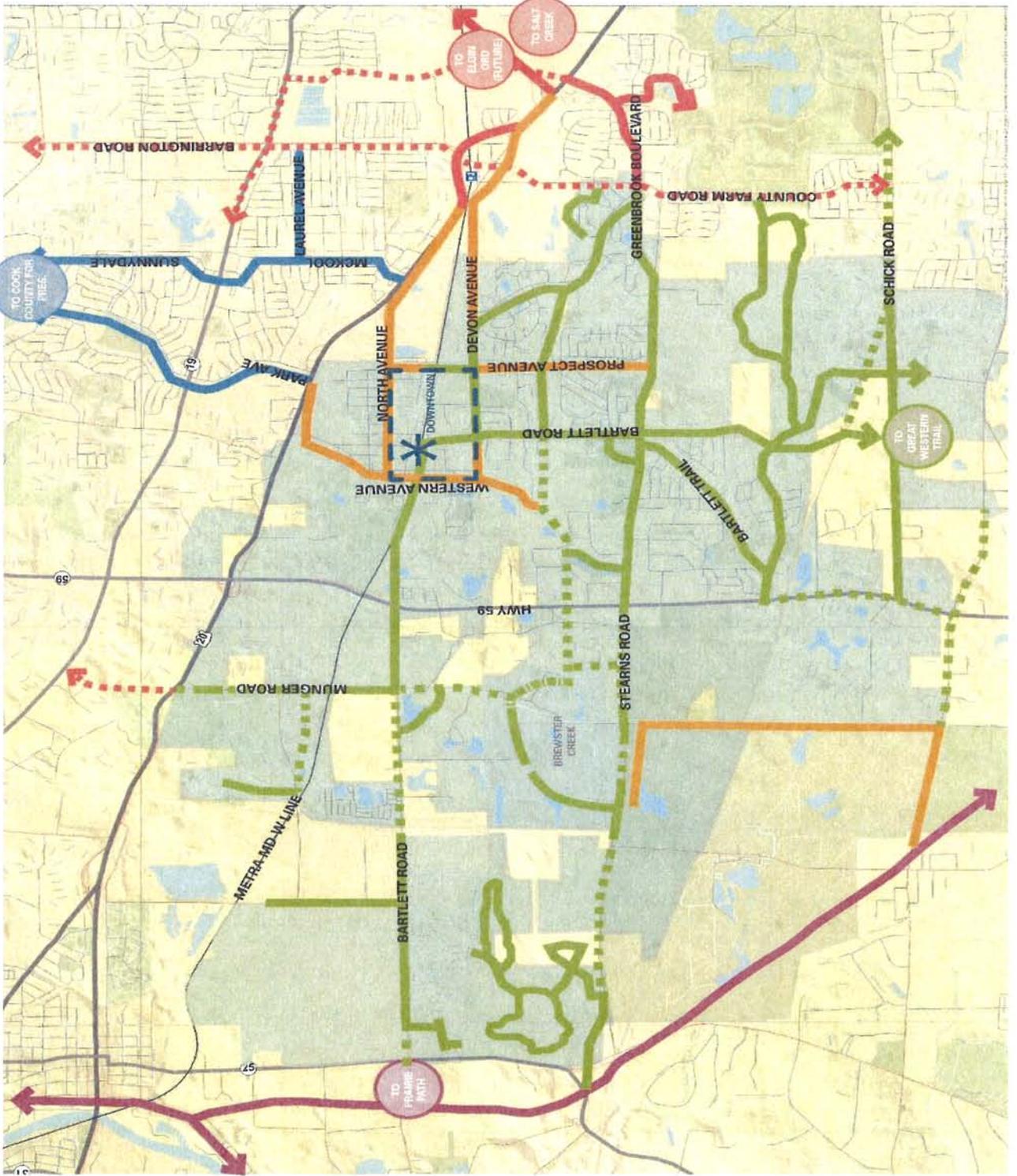
80,000 - 85,000 GSF

55-65 Units

## 2. Retail Outlots:

9,200 Gross Square Feet Each

# BIKE CONNECTIVITY RECOMMENDATIONS



**Bartlett:**

- Existing Trails (Green dashed line with arrow)
- Planned Trails (Orange dashed line with arrow)
- Future Trail Opportunity (Purple dashed line with arrow)
- TOD Study Area (Blue dashed line)
- Bartlett Metra Station (Blue star icon)
- Bartlett Village Boundary (Blue shaded area)

**Streamwood:**

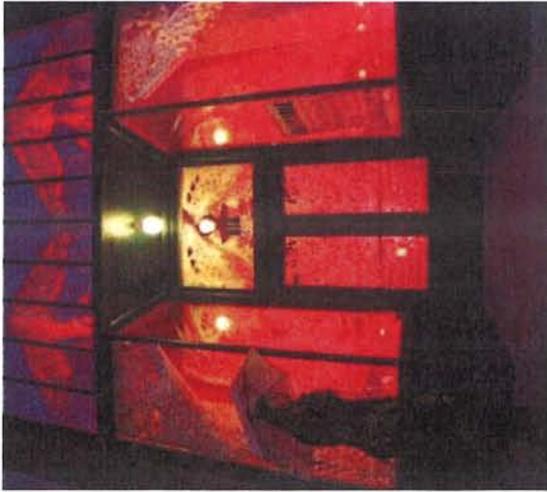
- Existing On-Street Route (Blue double-headed arrow)

**Hanover Park:**

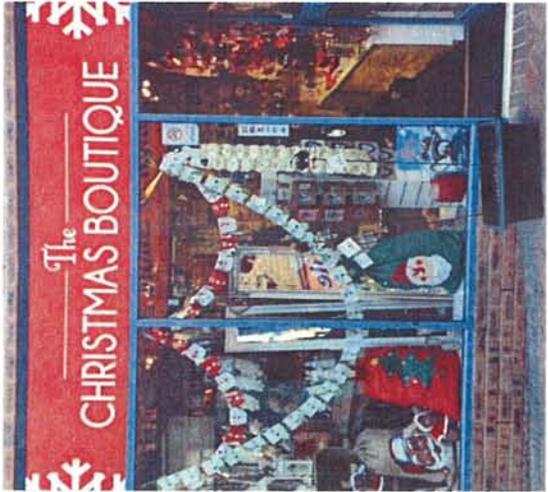
- Existing Trails (Red dashed line with arrow)
- Planned Trails (Red dashed line with arrow)
- Illinois Prairie Path (Purple double-headed arrow)

**Link existing bike infrastructure within the Village and create strategic connections to the regional trail systems beyond**

# DOWNTOWN REVITALIZATION STRATEGIES



Temporary storefront displays



Special Family Entertainment

Board of Trustees Presentation



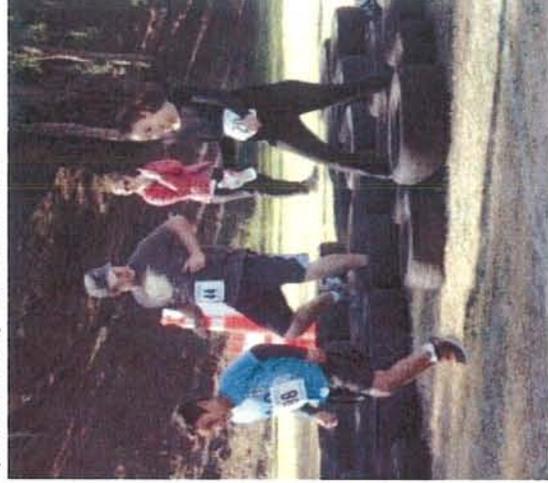
Corporate Sponsored Tricycle Race



Special Family Entertainment



Book Sale / Community Garage Sale



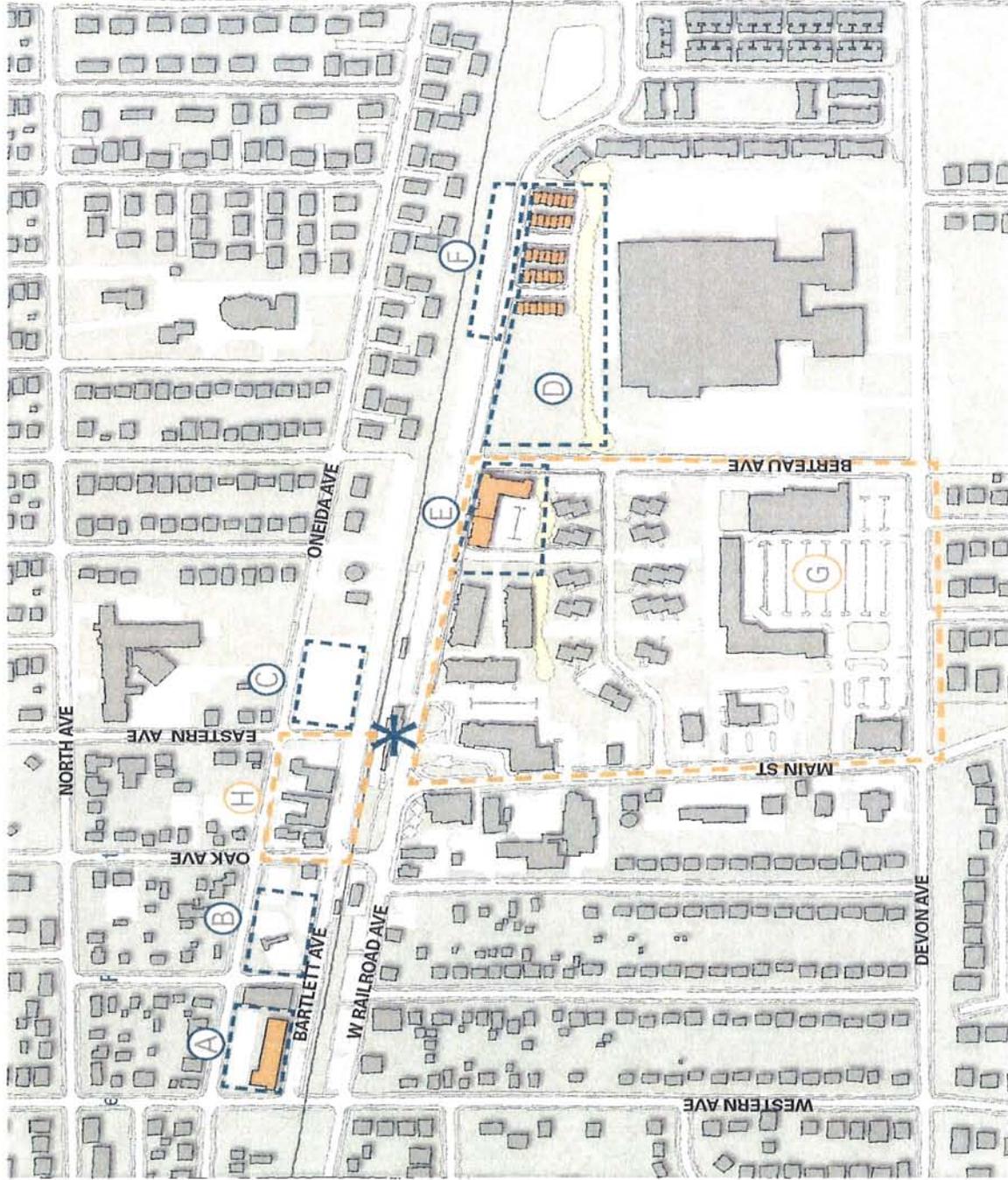
Family Fitness Event

# PHASING & IMPLEMENTATION



- NEAR TERM
- MID-TERM
- LONG TERM

# PHASING: NEAR TERM (1-3 YEARS)



- (A) Surface Parking at Western and Oneida Avenues
- (B) Associated Bank Drive-Through
- (C) Surface Parking at Oneida and Eastern Avenues
- (D) Vacant Parcel Along Railroad Avenue
- (E) Vacant Parcel at Railroad Avenue and Berneau Avenue
- (F) Vacant Parcel Adjacent to the Rail Right of Way

- (G) Downtown Super-Block
- (H) Bartlett Avenue Retail Core



# PHASING: LONG TERM (7-10 YEARS)



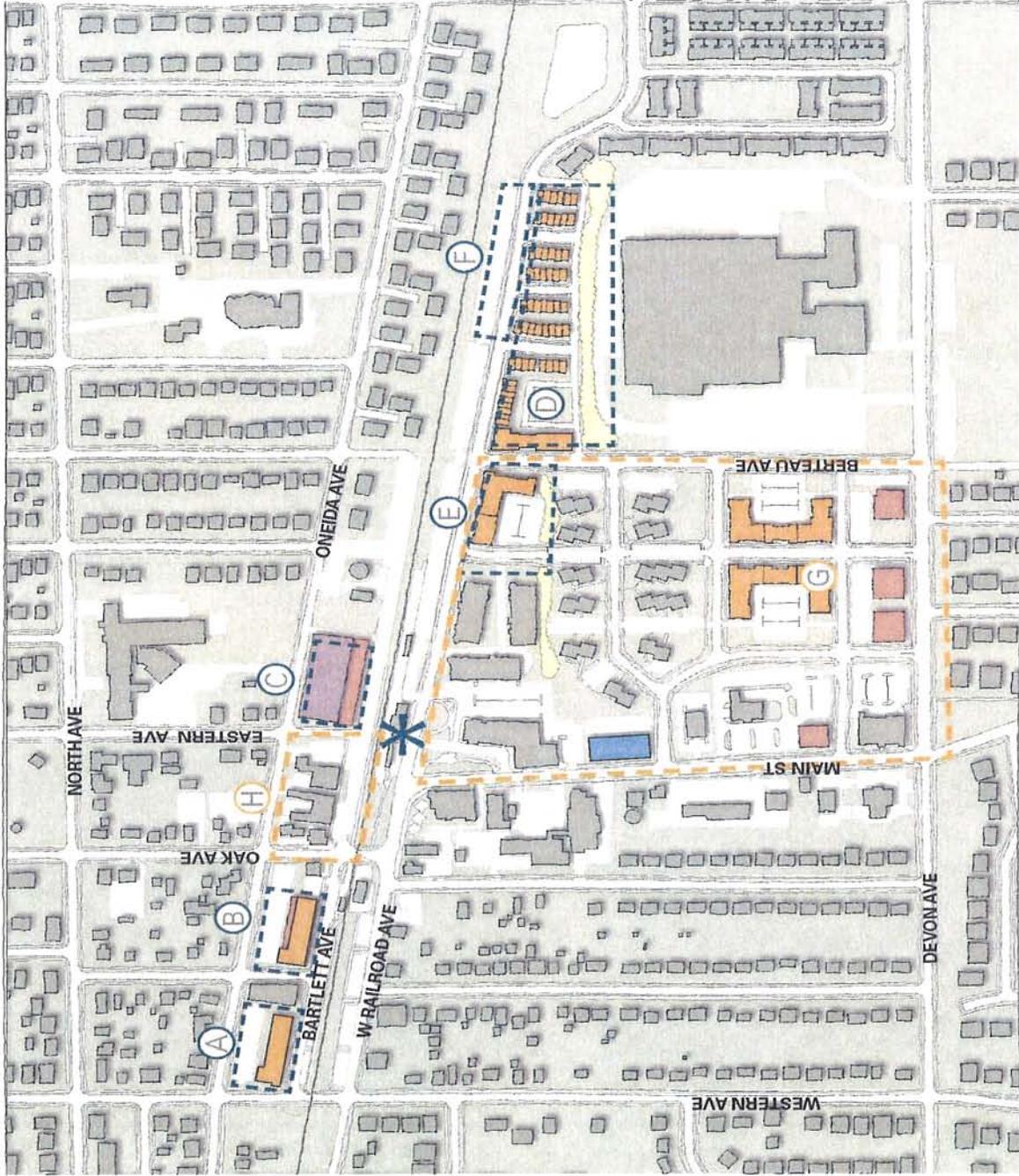
## G Downtown Super-Block

- Begin identifying additional sites along Main Street for modernization and / or redevelopment.
- Gradually infill retail along Main Street with smaller setbacks, and parking in the rear to reinforce the shopping street character.
- Create additional street connections through the Super-Block, in coordination with new residential development on the former Bartlett Plaza site.

## H Bartlett Avenue Retail Core

Reinforce Bartlett Avenue as the core retail street by adding special paving and additional streetscape. These improvements will create an excellent environment for expanded Downtown events and activities.

# PHASING: FULL BUILD OUT VISION (10+ YEARS)



**C Surface Parking at Oneida and Eastern Avenues**

If the parking structure option is implemented, Metra parking on Site D could be combined with additional public parking on Site C. This would in turn allow for the full build out of the western portion of Site D to residential.

**G Downtown Super-Block**

As the remaining Bartlett Plaza retail center continues to age, full replacement with residential uses at the center of the Super-Block as shown in this concept may be financially feasible. The future retail should be oriented along the Oak Avenue, Bartlett Avenue, and Main Street corridors.

**D Vacant Parcel Along Railroad Avenue**

If Metra parking is relocated in the future, this site could be fully built out with residential development. The proposed concept shows multi-family housing along Bertheau Avenue, and additional townhomes along Railroad Avenue.

Village of Bartlett

# Downtown TOD Plan

CREATING A DOWNTOWN PLAN IS A CATALYST FOR CHANGE

- This Plan contains many recommendations and is based on significant community, stakeholder and Village leadership input.
- Many recommendations have unanimous support however there are a few controversial issues that will require additional coordination, dialogue, and refinement.
- Plan approval is the first step towards achieving the overall vision – realizing there is some flexibility in the Plan details based on changed in market dynamics, Village cost impacts and community support.
- As projects move towards implementation – there needs to be continued property owner, community, and Village dialogue about critical issues.

**THIS PLAN IS BASED ON SOUND ECONOMIC PLANNING AND VISION FOR A MORE VIBRANT DOWNTOWN FOR RESIDENTS, BUSINESSES AND OVERALL VILLAGE OF BARTLETT.**

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 7/5/2016**

**100-GENERAL FUND REVENUES**

**410110-REAL ESTATE TRANSFER TAX**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HECTOR CRUZ	TRANSFER TAX REFUND	1,080.00
<b>INVOICES TOTAL:</b>		<b>1,080.00</b>

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - JULY 2016	260,759.17
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - JULY 2016	15,263.43
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - JULY 2016	141.35
<b>INVOICES TOTAL:</b>		<b>276,163.95</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	314.62
<b>INVOICES TOTAL:</b>		<b>314.62</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	91.74
<b>INVOICES TOTAL:</b>		<b>91.74</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGES/NAME BADGES	80.56
<b>INVOICES TOTAL:</b>		<b>80.56</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO METROPOLITAN AGENCY	ANNUAL DUES	1,558.73
1 DUPAGE MAYORS & MANAGERS	MEMBERSHIP DUES	21,676.97
1 ICMA	MEMBERSHIP RENEWAL	200.00
1 ILLINOIS CITY/COUNTY MGMT ASSOC	MEMBERSHIP DUES	30.00
<b>INVOICES TOTAL:</b>		<b>23,465.70</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LB MED WASTE	WASTE CONTAINER PICK UP	329.60
<b>INVOICES TOTAL:</b>		<b>329.60</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 7/5/2016**

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	25.35
<b>INVOICES TOTAL:</b>		<b>25.35</b>

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRYAN E MRAZ & ASSOC PC	PROFESSIONAL SERVICES	19,058.50
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	637.50
<b>INVOICES TOTAL:</b>		<b>19,696.00</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	BARTLETT RIDGE	397.00
<b>INVOICES TOTAL:</b>		<b>397.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	SPAULDING ROAD QUIET ZONE	1,745.19
1 MACKIE CONSULTANTS LLC	SPAULDING ROAD/LAMBERT LANE	2,715.01
<b>INVOICES TOTAL:</b>		<b>4,460.20</b>

**1400-FINANCE**

**523110-LEGAL PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	PUBLIC HEARING NOTICE	85.50
<b>INVOICES TOTAL:</b>		<b>85.50</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/INK CARTRIDGES	44.82
<b>INVOICES TOTAL:</b>		<b>44.82</b>

**1600-BUILDING**

**523010-ELEVATOR INSPECTIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELEVATOR INSPECTION SERVICE	ELEVATOR RE-INSPECTION FEES	32.00
<b>INVOICES TOTAL:</b>		<b>32.00</b>

**526005-PLAN REVIEW SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	890.00

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**VILLAGE OF BARTLETT  
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1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	1,853.80
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	1,250.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	410.00
1 KESLIN ENGINEERING INC	PLAN REVIEW SERVICES	1,850.00
1 KESLIN ENGINEERING INC	PLAN REVIEW SERVICES	13,088.08
<b>INVOICES TOTAL:</b>		<b>19,341.88</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	128.05
<b>INVOICES TOTAL:</b>		<b>128.05</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERNATIONAL CODE COUNCIL INC	PLAN REVIEW PDF	34.99
1 WAREHOUSE DIRECT	CHAIRMAT/FOLDERS/SUPPLIES	178.82
<b>INVOICES TOTAL:</b>		<b>213.81</b>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADT SECURITY SERVICES	ALARM MONITORING SERVICES	43.45
1 CHICAGO OFFICE TECHNOLOGY GROUP	COPIER MAINTENANCE SERVICE	1,468.49
1 ELINEUP LLC	SOFTWARE MAINTENANCE AGREEMENT	600.00
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	255.00
1 VERIZON WIRELESS	WIRELESS SERVICES	397.76
<b>INVOICES TOTAL:</b>		<b>2,764.70</b>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SDI USA INC	SOFTWARE SUPPORT FEE	618.00
<b>INVOICES TOTAL:</b>		<b>618.00</b>

**524240-IMPOUNDING ANIMALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HEARTLAND ANIMAL HOSPITAL PC	LUTHER MEDICINE	49.80
1 PNEU-DART INC	ANIMAL SUPPLIES	65.11
<b>INVOICES TOTAL:</b>		<b>114.91</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	VEHICLE MAINTENANCE SUPPLIES	10.97
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	30.00
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	27.90

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 7/5/2016**

1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	985.60
1 HEARTLAND SERVICES INC	REPLACEMENT KEYBOARD FOR CF31	433.98
1 ULTRA STROBE COMMUNICATIONS INC	SPOTLIGHT REPLACEMENT	192.90
1 ZIMMERMAN FORD INC	VEHICLE MAINTENANCE	651.99
	<b>INVOICES TOTAL:</b>	<b>2,402.04</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACCUTECH SERVICES	TONER CARTRIDGES	300.00
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	128.55
1 AMERICAN SOLUTIONS FOR BUSINESS	PARKING TICKETS	2,028.24
** 1 THE DOGFATHER	CROSSING GUARD LUNCHEON	318.00
1 MICHAEL KMIECIK	CANINE FOOD FOR LUTHER	73.02
1 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	227.66
1 WAREHOUSE DIRECT	TONER/FOLDERS/CUPS	142.82
1 WAREHOUSE DIRECT	TONER	150.22
	<b>INVOICES TOTAL:</b>	<b>3,368.51</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALEA	NAMEPLATES	130.00
1 RAY O'HERRON CO INC	UNIFORM/ACCESSORIES	1,334.59
1 STREICHER'S INC	BODY ARMOR	4,852.00
1 STREICHER'S INC	BODY ARMOR	479.92
	<b>INVOICES TOTAL:</b>	<b>6,796.51</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

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

**530125-SHOOTING RANGE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	5.99
1 STREICHER'S INC	RANGE SUPPLIES	640.00
	<b>INVOICES TOTAL:</b>	<b>645.99</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	7,959.88
	<b>INVOICES TOTAL:</b>	<b>7,959.88</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABILITY AWARDS INC	PLATE ENGRAVING/SET-UP FEES	10.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 7/5/2016**

1 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	3.98
1 WAREHOUSE DIRECT	TONER/FOLDERS/CUPS	41.66
1 WAREHOUSE DIRECT	BATTERIES/ADDRESS LABELS	335.44
1 WAREHOUSE DIRECT	PENS/MARKERS	188.75
<b>INVOICES TOTAL:</b>		<b>579.83</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN KEY & LOCK CO INC	DOOR BOLT REPLACEMENT	329.24
<b>INVOICES TOTAL:</b>		<b>329.24</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK	SEMINAR FEE	45.00
1 MICHAEL KMIECIK	TUITION REIMBURSEMENT	825.00
1 TOPS IN DOG TRAINING	K-9 MAINTENANCE TRAINING	250.00
<b>INVOICES TOTAL:</b>		<b>1,120.00</b>

**542000-PLANNING & RESEARCH**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LOGIN/IACP NET	ANNUAL FEES	1,225.00
<b>INVOICES TOTAL:</b>		<b>1,225.00</b>

**542810-SAFETY PROGRAM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	591.00
<b>INVOICES TOTAL:</b>		<b>591.00</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY CLERK	NOTARY PUBLIC FEE/M AUDY	10.00
<b>INVOICES TOTAL:</b>		<b>10.00</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KARA CO	STAKES/JULY 4TH NO PARKING SIGNS	172.50
1 NATIONAL PEN CO	FLASHLIGHT KEYCHAINS/NNO 2016	567.90
1 VOSS SIGNS LLC	NO PARKING SIGNS	410.00
1 YOU'RE #1 INC	CERAMIC MUGS	216.21
<b>INVOICES TOTAL:</b>		<b>1,366.61</b>

**544001-PRISONER DETENTION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VILLAGE SUDS STATION INC	CLEANING SERVICES	22.35
<b>INVOICES TOTAL:</b>		<b>22.35</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 7/5/2016**

**545100-EMERGENCY MANAGEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	2.11
	<b>INVOICES TOTAL:</b>	<b>2.11</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PATCHPLAQUES	CUSTOM PATCH PLAQUES	1,041.90
	<b>INVOICES TOTAL:</b>	<b>1,041.90</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIANCE PAPER & FOODSERVICE	FREEZER FOR EVIDENCE STORAGE	2,414.29
1 ALLIANCE PAPER & FOODSERVICE	REFRIGERATOR	3,343.15
1 HILLTOP GUNSHOP LLC	RIFLES/SUPPLIES	3,330.00
1 SRN INC	CRIME SCENE BARRIERS	5,197.00
	<b>INVOICES TOTAL:</b>	<b>14,284.44</b>

**1800-STREET MAINTENANCE**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	164.32
	<b>INVOICES TOTAL:</b>	<b>164.32</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BRACING SYSTEMS-NORTH	EQUIPMENT RENTAL	189.00
	<b>INVOICES TOTAL:</b>	<b>189.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	209.82
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	90.00
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	17.15
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2,066.33
1 CONSTELLATION ENERGY	ELECTRIC BILL	962.40
1 CONSTELLATION ENERGY	ELECTRIC BILL	232.32
1 MIDAMERICAN ENERGY SERVICES LLC	ELECTRIC BILL	5,028.67
1 NICOR GAS	GAS BILL	89.13
1 NICOR GAS	GAS BILL	93.70
1 NICOR GAS	GAS BILL	89.60
	<b>INVOICES TOTAL:</b>	<b>8,879.12</b>

**526000-VEHICLE MAINTENANCE**

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

**VILLAGE OF BARTLETT  
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1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	1,150.96
1 WINDSHIELD CENTERS LLC	WINDSHIELD REPLACEMENT	261.13
<b>INVOICES TOTAL:</b>		<b>1,412.09</b>

**527130-SIDEWALK & CURB REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JASON MUENSTER	PUBLIC SIDEWALK REPLACEMENT	541.20
1 KENNETH WOODS	PUBLIC SIDEWALK REPLACEMENT	1,016.40
<b>INVOICES TOTAL:</b>		<b>1,557.60</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	15.96
** 1 DANIEL DINGES - PETTY CASH	PETTY CASH REIMBURSEMENT	7.02
1 FASTENAL CO	MATERIALS & SUPPLIES	26.80
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	186.32
1 JSN CONTRACTORS SUPPLY	MARKING PAINT	537.60
1 MAYANK SHAH	REIMBURSEMENT/DAMAGED MAILBOX	43.00
1 RICHARD WAGNER	REIMBURSEMENT/DAMAGED MAILBOX	59.97
<b>INVOICES TOTAL:</b>		<b>876.67</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	TOOLS	11.38
1 CAROL STREAM LAWN & POWER	SAW BLADES	78.18
1 CAROL STREAM LAWN & POWER	AIR FILTERS/SUPPLIES	28.68
** 1 DANIEL DINGES - PETTY CASH	PETTY CASH REIMBURSEMENT	15.14
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	272.71
<b>INVOICES TOTAL:</b>		<b>406.09</b>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	REFLECTIVE RAIN SUITS	99.00
<b>INVOICES TOTAL:</b>		<b>99.00</b>

**532010-FUEL PURCHASES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	3,352.45
<b>INVOICES TOTAL:</b>		<b>3,352.45</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	16.12
<b>INVOICES TOTAL:</b>		<b>16.12</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
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**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTO TRUCK GROUP	EQUIPMENT MAINTENANCE SUPPLIES	264.00
1 AUTO TRUCK GROUP	EQUIPMENT MAINTENANCE SUPPLIES	695.00
1 AUTOZONE INC	MAINTENANCE SUPPLIES	989.40
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	2.73
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	142.97
1 GRAINGER	FIRE HOSE NOZZLES	73.84
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	476.16
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	52.26
1 NAPA AUTO PARTS	EQUIPMENT MAINTENANCE SUPPLIES	158.49
1 RALPH HELM INC	CHAINS/SAW BLADES	69.89
1 RANDALL PRESSURE SYSTEMS INC	EQUIPMENT MAINTENANCE SUPPLIES	1,273.35
<b>INVOICES TOTAL:</b>		<b>4,198.09</b>

**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING CO	ASPHALT PURCHASE	363.58
1 ALLIED ASPHALT PAVING CO	ASPHALT PURCHASE	595.35
1 BRACING SYSTEMS-NORTH	MAINTENANCE SUPPLIES	288.00
1 PRO CHEM INC	MAINTENANCE SUPPLIES	2,132.88
<b>INVOICES TOTAL:</b>		<b>3,379.81</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEINER ELECTRIC CO	MAINTENANCE SUPPLIES	491.66
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	99.00
<b>INVOICES TOTAL:</b>		<b>590.66</b>

**534800-STREET LIGHTS MAINT MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	MAINTENANCE MATERIALS	627.36
<b>INVOICES TOTAL:</b>		<b>627.36</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DANIEL DINGES - PETTY CASH	PETTY CASH REIMBURSEMENT	46.66
1 INTERGOVERNMENTAL RISK	SEMINAR FEE	65.00
1 INTERGOVERNMENTAL RISK	SEMINAR FEE	65.00
<b>INVOICES TOTAL:</b>		<b>176.66</b>

**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	STORM SEWER PROJECT	570.77
<b>INVOICES TOTAL:</b>		<b>570.77</b>

\*\* Indicates pre-issue check.

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**574800-TREE PURCHASES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 THE FIELDS ON CATON FARM INC	TREE PURCHASE	92,325.00
<u>INVOICES TOTAL:</u>		<u>92,325.00</u>

**3000-DEBT SERVICE EXPENDITURES**

**523700-AGENTS FEES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WELLS FARGO BANK	AGENT FEES/SERIES 2007	150.00
<u>INVOICES TOTAL:</u>		<u>150.00</u>

**4300-DEVELOPER DEPOSITS EXPENDITURE**

**585000-LOC DRAW PROJECTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 MACKIE CONSULTANTS LLC	HERONS LANDING DETENTION POND	9,792.50
<u>INVOICES TOTAL:</u>		<u>9,792.50</u>

**430000-DEVELOPER DEPOSITS FUND**

**262099-DEPOSIT-ORDINANCE 89-49**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 DANIEL CUMMINGS	VBR BOND REFUND	500.00
1 PIERA MORINELLI	VBR BOND REFUND	500.00
1 KOBINA ODOOM	VBR BOND REFUND	500.00
<u>INVOICES TOTAL:</u>		<u>1,500.00</u>

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

**523400-LEGAL SERVICES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 BRYAN E MRAZ & ASSOC PC	PROFESSIONAL SERVICES	1,151.50
<u>INVOICES TOTAL:</u>		<u>1,151.50</u>

**5000-WATER OPERATING EXPENSES**

**522300-UNIFORM RENTALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 UNIFIRST CORP	UNIFORM RENTAL	36.51
<u>INVOICES TOTAL:</u>		<u>36.51</u>

**524120-UTILITIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	24.56

\*\* Indicates pre-issue check.

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1 COMMONWEALTH EDISON CO	ELECTRIC BILL	35.16
1 CONSTELLATION ENERGY	ELECTRIC BILL	4,044.65
1 CONSTELLATION ENERGY	ELECTRIC BILL	7,911.18
1 NICOR GAS	GAS BILL	35.04
1 NICOR GAS	GAS BILL	30.38
1 NICOR GAS	GAS BILL	32.24
<b>INVOICES TOTAL:</b>		<b>12,113.21</b>

**526000-VEHICLE MAINTENANCE**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	53.68
<b>INVOICES TOTAL:</b>		<b>53.68</b>

**527120-SVCS TO MAINT MAINS/STORM LINE**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 STARK & SON TRENCHING INC	WATER SERVICE INSTALLATION	1,635.00
<b>INVOICES TOTAL:</b>		<b>1,635.00</b>

**530100-MATERIALS & SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CENTRAL SOD FARMS INC	KENTUCKY BLUEGRASS SOD	46.00
1 HD SUPPLY WATERWORKS LTD	HYDRANT GREASE	135.64
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	311.45
1 MID AMERICAN WATER	HYDRANT REPAIR PARTS	292.44
<b>INVOICES TOTAL:</b>		<b>785.53</b>

**532000-AUTOMOTIVE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 WEX BANK	FUEL PURCHASES	1,057.73
<b>INVOICES TOTAL:</b>		<b>1,057.73</b>

**532300-POSTAGE**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 SEBIS DIRECT INC	JUNE BILLS POSTAGE	1,630.53
<b>INVOICES TOTAL:</b>		<b>1,630.53</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	2.73
** 1 DANIEL DINGES - PETTY CASH	PETTY CASH REIMBURSEMENT	38.30
<b>INVOICES TOTAL:</b>		<b>41.03</b>

**534600-BUILDING MAINTENANCE MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	99.00
<b>INVOICES TOTAL:</b>		<b>99.00</b>

\*\* Indicates pre-issue check.

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**534810-METER MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLIANA INSTRUMENTATION	EQUIPMENT MAINTENANCE	755.00
	<b>INVOICES TOTAL:</b>	<b>755.00</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DANIEL DINGES - PETTY CASH	PETTY CASH REIMBURSEMENT	11.67
1 INTERGOVERNMENTAL RISK	SEMINAR FEE	65.00
1 INTERGOVERNMENTAL RISK	SEMINAR FEE	65.00
	<b>INVOICES TOTAL:</b>	<b>141.67</b>

**5090-WATER CAPITAL PROJECTS EXP**

**581035-WATER SYSTEM MODELING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	LAKE ST PUMP STATION UPGRADE	1,316.00
1 CHRISTOPHER B BURKE ENG LTD	WATER SYSTEM MODELING/PLAN	18,084.00
	<b>INVOICES TOTAL:</b>	<b>19,400.00</b>

**5100-SEWER OPERATING EXPENSES**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	125.62
	<b>INVOICES TOTAL:</b>	<b>125.62</b>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	419.00
	<b>INVOICES TOTAL:</b>	<b>419.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	137.07
1 NICOR GAS	GAS BILL	20.71
1 NICOR GAS	GAS BILL	25.91
1 NICOR GAS	GAS BILL	24.51
1 NICOR GAS	GAS BILL	25.52
1 NICOR GAS	GAS BILL	81.55
1 NICOR GAS	GAS BILL	92.27
1 NICOR GAS	GAS BILL	27.05
	<b>INVOICES TOTAL:</b>	<b>434.59</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	PADLOCKS/KEYS/TAGS	27.50

\*\* Indicates pre-issue check.

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1	CALCO LTD	DEMINERALIZER	108.00
1	COLUMBIA PIPE & SUPPLY CO	MATERIALS & SUPPLIES	108.11
1	COLUMBIA PIPE & SUPPLY CO	MATERIALS & SUPPLIES	4.01
**	1 DANIEL DINGES - PETTY CASH	PETTY CASH REIMBURSEMENT	46.89
1	FASTENAL CO	MATERIALS & SUPPLIES	60.37
1	GRAINGER	MATERIALS & SUPPLIES	357.98
1	HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	642.31
1	KIMBALL MIDWEST	MATERIALS & SUPPLIES	552.58
1	KIMBALL MIDWEST	MATERIALS & SUPPLIES	398.09
1	NAPCO STEEL INC	MATERIALS & SUPPLIES	220.35
1	NAPCO STEEL INC	MATERIALS & SUPPLIES	624.40
1	WELCH BROS INC	PVC PIPE	98.28
			<u>INVOICES TOTAL:</u> <b>3,248.87</b>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	3,168.87
1 SOLENIS LLC	CHEMICAL SUPPLIES	7,786.00
		<u>INVOICES TOTAL:</u> <b>10,954.87</b>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	SAFETY VESTS/EAR PLUGS	244.90
1 FULLIFE SAFETY CENTER	SAFETY GEAR/SUPPLIES	139.90
		<u>INVOICES TOTAL:</u> <b>384.80</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	1,017.63
		<u>INVOICES TOTAL:</u> <b>1,017.63</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	JUNE BILLS POSTAGE	1,630.52
		<u>INVOICES TOTAL:</u> <b>1,630.52</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	27.53
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	2.74
1 CENTRISYS CORPORATION	EQUIPMENT MAINTENANCE SUPPLIES	301.94
** 1 DANIEL DINGES - PETTY CASH	PETTY CASH REIMBURSEMENT	5.19
1 LAKESIDE EQUIPMENT CORP	EQUIPMENT MAINTENANCE SUPPLIES	2,462.00
1 RALPH HELM INC	EQUIPMENT MAINTENANCE SUPPLIES	140.25
1 RALPH HELM INC	LAWNMOWER REPAIRS	665.18
1 USA BLUE BOOK	EQUIPMENT MAINTENANCE SUPPLIES	208.13

\*\* Indicates pre-issue check.

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INVOICES TOTAL: **3,812.96**

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 COUNTRYSIDE ROOFING SIDING	DEPOSIT/ROOF REPAIRS	400.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	533.94
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	99.00
<u>INVOICES TOTAL:</u>		<b>1,032.94</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PUBLIC WORKS ASSOC	TRAINING FEES	100.00
** 1 DANIEL DINGES - PETTY CASH	PETTY CASH REIMBURSEMENT	11.67
1 INTERGOVERNMENTAL RISK	SEMINAR FEE	65.00
<u>INVOICES TOTAL:</u>		<b>176.67</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTRAL CONTRACTORS SERVICE INC	CRANE RENTAL	2,768.30
<u>INVOICES TOTAL:</u>		<b>2,768.30</b>

**510000-SEWER FUND**

**200504-FRWRD PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE COUNTY SEWER TREATMENT	126.34
<u>INVOICES TOTAL:</u>		<b>126.34</b>

**5190-SEWER CAPITAL PROJECTS EXP**

**582023-PHOSPHORUS REMOVAL SYSTEM**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STRAND ASSOCIATES INC	WASTEWATER FACILITY PLAN UPDATE	15,436.03
<u>INVOICES TOTAL:</u>		<b>15,436.03</b>

**582026-COUNTRY CREEK LIFT STATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRAWFORD MURPHY & TILLY	LIFT STATION PROJECT	1,997.50
<u>INVOICES TOTAL:</u>		<b>1,997.50</b>

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	525.00
1 UNIFIRST CORP	MATS	12.00

\*\* Indicates pre-issue check.

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1 UNIFIRST CORP	MATS	12.00
		<b>INVOICES TOTAL: 549.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	101.75
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	68.42
1 CONSTELLATION ENERGY	ELECTRIC BILL	512.66
1 CONSTELLATION ENERGY	ELECTRIC BILL	78.04
		<b>INVOICES TOTAL: 760.87</b>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	86.26
1 CINTAS FIRE PROTECTION	FIRE SPRINKLER SYSTEM INSPECTION	266.10
1 CINTAS FIRE PROTECTION	SPRINKLER INSPECTION/MATERIALS	805.00
1 ERNEST WINDOWS INC	WINDOW CLEANING SERVICES	350.00
1 MARCO TECHNOLOGIES LLC	COPIER MAINTENANCE SERVICE	655.65
1 ROSCOE CO	MATS	117.19
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	550.00
		<b>INVOICES TOTAL: 2,830.20</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRE PROTECTION	SPRINKLER REPAIRS	2,558.31
1 GRAINGER	DOOR KIT	33.08
		<b>INVOICES TOTAL: 2,591.39</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	40.76
1 CONSTELLATION ENERGY	ELECTRIC BILL	2,500.83
		<b>INVOICES TOTAL: 2,541.59</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	FOOD SERVICE SUPPLIES	185.00
1 SUPPLYWORKS	BATH TISSUE/ROLL TOWELS	202.26
		<b>INVOICES TOTAL: 387.26</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LOGSDON OFFICE SUPPLY	CHAIRMAT/TIME CARDS	70.37
		<b>INVOICES TOTAL: 70.37</b>

\*\* Indicates pre-issue check.

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**534200-GOLF CART MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	456.02
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	320.16
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	395.69
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	168.63
1 NADLER GOLF CAR SALES INC	MISC. CHARGE	18.08
<b>INVOICES TOTAL:</b>		<b>1,358.58</b>

**534332-PURCHASES - GOLF BALLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF BALLS	3,098.80
1 BRIDGESTONE GOLF INC	GOLF BALLS	178.87
<b>INVOICES TOTAL:</b>		<b>3,277.67</b>

**534333-PURCHASES - GOLF CLUBS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COBRA PUMA GOLF INC	GOLF CLUBS	127.67
<b>INVOICES TOTAL:</b>		<b>127.67</b>

**534335-PURCHASES - MISC GOLF MDSE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GEAR FOR SPORTS	MISC. GOLF MERCHANDISE	919.20
1 NEXTBELT LLC	MISC. GOLF MERCHANDISE	299.69
<b>INVOICES TOTAL:</b>		<b>1,218.89</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 COMFLOORX	50% DEPOSIT/CARPET INSTALLATION	1,911.00
1 NADLER GOLF CAR SALES INC	FLEET CAR RENTAL	400.00
<b>INVOICES TOTAL:</b>		<b>2,311.00</b>

**5510-GOLF MAINTENANCE EXPENSES**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	13.60
1 CONSTELLATION ENERGY	ELECTRIC BILL	714.52
<b>INVOICES TOTAL:</b>		<b>728.12</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	AQUATIC HERBICIDE	557.20
1 CHICAGOLAND TURF	MAINTENANCE SUPPLIES	9,550.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	93.88
1 PENDELTON TURF SUPPLY	MATERIALS & SUPPLIES	771.90

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INVOICES TOTAL: 10,972.98

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REINDERS INC	EQUIPMENT MAINTENANCE SUPPLIES	470.39
		<u>INVOICES TOTAL: 470.39</u>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	PARK BENCHES	640.84
		<u>INVOICES TOTAL: 640.84</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST ASSOC OF GOLF COURSE	MEETING REGISTRATION	110.00
		<u>INVOICES TOTAL: 110.00</u>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE RENTAL/SHARPENING	17.00
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	40.00
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	40.00
1 DARLING INGREDIENTS INC	SERVICE AGREEMENT	68.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	181.87
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	75.00
		<u>INVOICES TOTAL: 421.87</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	6.79
1 CONSTELLATION ENERGY	ELECTRIC BILL	178.63
		<u>INVOICES TOTAL: 185.42</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	FOOD SERVICE SUPPLIES	20.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	104.07
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	36.97
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	64.19
1 GRECO AND SONS INC	DISH WASHING DETERGENT	56.15
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	48.91
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	22.49
		<u>INVOICES TOTAL: 352.78</u>

\*\* Indicates pre-issue check.

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**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANTHONY BRINKMAN	CHEF CAPS	49.25
<b>INVOICES TOTAL:</b>		<b>49.25</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LOGSDON OFFICE SUPPLY	CHAIRMAT/TIME CARDS	12.92
<b>INVOICES TOTAL:</b>		<b>12.92</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	DISHWASHER REPAIRS	209.33
<b>INVOICES TOTAL:</b>		<b>209.33</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	111.00
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	498.82
1 DARLING INGREDIENTS INC	FOOD SERVICE SUPPLIES	35.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	285.03
1 EUCLID BEVERAGE LTD	BEER PURCHASE	127.00
1 EUCLID BEVERAGE LTD	BEER PURCHASE	96.40
1 EUCLID BEVERAGE LTD	BEER PURCHASE	600.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	273.36
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	435.80
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	487.38
1 GRECO AND SONS INC	FOOD PURCHASE	38.98
1 GRECO AND SONS INC	FOOD PURCHASE	23.95
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	128.80
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	221.77
1 GRECO AND SONS INC	FOOD PURCHASE	23.95
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	290.35
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	56.72
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE	75.46
1 SCHAMBERGER BROS INC	BEER PURCHASE	153.05
1 SCHAMBERGER BROS INC	BEER PURCHASE	140.19
1 SCHAMBERGER BROS INC	BEER PURCHASE	484.57
1 SOUTHERN WINE & SPIRITS	LIQUOR PURCHASE	258.19
1 TURANO BAKING CO	FOOD PURCHASE	57.42
1 TURANO BAKING CO	FOOD PURCHASE	53.63
<b>INVOICES TOTAL:</b>		<b>4,956.82</b>

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

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

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 7/5/2016**

1 A MAESTRANZI SONS	KNIFE RENTAL/SHARPENING	17.00
1 DARLING INGREDIENTS INC	SERVICE AGREEMENT	68.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	181.88
1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	329.90
1 MICKEY'S LINEN	LINEN SERVICES	25.56
1 MICKEY'S LINEN	LINEN SERVICES	207.58
1 MICKEY'S LINEN	LINEN SERVICES	253.01
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	75.00
<b>INVOICES TOTAL:</b>		<b><u>1,170.43</u></b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	6.79
1 CONSTELLATION ENERGY	ELECTRIC BILL	178.63
<b>INVOICES TOTAL:</b>		<b><u>185.42</u></b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	FOOD SERVICE SUPPLIES	174.15
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	104.07
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	36.97
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	64.20
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	43.53
1 GRECO AND SONS INC	DISH WASHING DETERGENT	56.15
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	48.91
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	22.49
1 MLA WHOLESALE INC	FLOWERS	70.45
<b>INVOICES TOTAL:</b>		<b><u>620.92</u></b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANTHONY BRINKMAN	CHEF CAPS	49.25
<b>INVOICES TOTAL:</b>		<b><u>49.25</u></b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	DISHWASHER REPAIRS	209.34
<b>INVOICES TOTAL:</b>		<b><u>209.34</u></b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	45.50
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	410.33
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,940.13
1 ANTHONY BRINKMAN	TASTE TEST/EVENT ITEMS	183.10
1 ELGIN BEVERAGE CO	BEER PURCHASE	42.84

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 7/5/2016**

1 ELGIN BEVERAGE CO	BEER PURCHASE	141.05
1 EUCLID BEVERAGE LTD	BEER PURCHASE	109.20
1 EUCLID BEVERAGE LTD	BEER PURCHASE	20.00
1 EUCLID BEVERAGE LTD	BEER PURCHASE	803.82
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	1,740.43
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	1,743.21
1 GORDON FOOD SERVICE INC	CREDIT - RETURNED ITEMS	-184.74
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	1,462.14
1 GRECO AND SONS INC	FOOD PURCHASE	38.97
1 GRECO AND SONS INC	FOOD PURCHASE	39.99
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	1,054.55
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	513.78
1 GRECO AND SONS INC	FOOD PURCHASE	19.90
1 GRECO AND SONS INC	FOOD PURCHASE	99.90
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	871.07
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	399.50
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	486.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	89.00
1 LAKESHORE BEVERAGE	CREDIT - RETURNS	-19.30
1 NEW ALBERTSONS INC	FOOD PURCHASES	532.56
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	56.72
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE	206.37
1 SCHAMBERGER BROS INC	BEER PURCHASE	20.00
1 SOUTHERN WINE & SPIRITS	LIQUOR PURCHASE	1,129.47
1 TURANO BAKING CO	FOOD PURCHASE	57.42
1 TURANO BAKING CO	FOOD PURCHASE	197.92
1 TURANO BAKING CO	FOOD PURCHASE	85.26
1 TURANO BAKING CO	FOOD PURCHASE	129.20
1 TURANO BAKING CO	FOOD PURCHASE	67.28
1 TURANO BAKING CO	FOOD PURCHASE	53.63
<b>INVOICES TOTAL:</b>		<b>14,586.20</b>

**5580-GOLF MIDWAY EXPENSES**

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	447.87
1 ELGIN BEVERAGE CO	BEER PURCHASE	128.54
1 ELGIN BEVERAGE CO	BEER PURCHASE	59.42
1 EUCLID BEVERAGE LTD	BEER PURCHASE	565.97
1 EUCLID BEVERAGE LTD	BEER PURCHASE	404.75
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	330.22
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	591.58
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	547.77
1 GRECO AND SONS INC	FOOD PURCHASE	93.80
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	20.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	187.60
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	252.60

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 7/5/2016**

1 LAKESHORE BEVERAGE	BEER PURCHASE	130.83
1 LAKESHORE BEVERAGE	BEER PURCHASE	130.01
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	125.64
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE	34.99
1 SCHAMBERGER BROS INC	BEER PURCHASE	192.19
1 SCHAMBERGER BROS INC	BEER PURCHASE	120.04
1 SCHAMBERGER BROS INC	BEER PURCHASE	372.84
<b>INVOICES TOTAL:</b>		<b><u>4,736.66</u></b>

**6000-CENTRAL SERVICES EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO MGMT SERVICES - JUNE	16,650.00
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	255.00
<b>INVOICES TOTAL:</b>		<b><u>16,905.00</u></b>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	204.85
1 COMCAST	VPN SERVICE	224.90
1 COMCAST	VPN SERVICE	84.90
<b>INVOICES TOTAL:</b>		<b><u>514.65</u></b>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	OPERATING BUDGET BOOKS	1,119.50
1 CREEKSIDE PRINTING	BARTLETTER	3,577.00
<b>INVOICES TOTAL:</b>		<b><u>4,696.50</u></b>

**523001-PERSONNEL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	616.00
<b>INVOICES TOTAL:</b>		<b><u>616.00</u></b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	193.00
1 BECMAR SPRINKLER SYSTEMS INC	IRRIGATION SYSTEM REPAIRS	201.80
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	2,785.00
1 CINTAS CORPORATION	CLEANING SERVICES	64.40
1 CINTAS CORPORATION	CLEANING SERVICES	198.50
1 TIME BUSINESS SYSTEMS INC	PHONE LINE/VOICEMAIL MAINTENANCE	156.00
1 UNIFIRST CORP	MATS	41.80
1 UNIFIRST CORP	MATS	41.80
<b>INVOICES TOTAL:</b>		<b><u>3,682.30</u></b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 7/5/2016**

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALL ONE	TELEPHONE BILL	2,744.94
1 PAETEC	TELEPHONE BILL	495.00
<b>INVOICES TOTAL:</b>		<b>3,239.94</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	213.69
1 CONSTELLATION ENERGY	ELECTRIC BILL	29.76
<b>INVOICES TOTAL:</b>		<b>243.45</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	134.35
1 GREAT LAKES COCA COLA DISTRIBUTIO	SOFT DRINK PURCHASE	210.24
1 GREAT LAKES COCA COLA DISTRIBUTIO	SOFT DRINK PURCHASE	194.40
1 WAREHOUSE DIRECT	PAPER/INK CARTRIDGES	544.56
1 WAREHOUSE DIRECT	PAPER TOWELS/BATH TISSUE	239.02
<b>INVOICES TOTAL:</b>		<b>1,322.57</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	37.98
<b>INVOICES TOTAL:</b>		<b>37.98</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SHI	WIRELESS ACCESS POINTS	118.00
<b>INVOICES TOTAL:</b>		<b>118.00</b>

**GRAND TOTAL: 694,171.54**

GENERAL FUND	510,192.19
DEBT SERVICE FUND	150.00
DEVELOPER DEPOSITS FUND	11,292.50
BREWSTER CREEK TIF MUN ACCT	1,151.50
WATER FUND	37,748.89
SEWER FUND	43,566.64
PARKING FUND	1,309.87
GOLF FUND	57,383.56
CENTRAL SERVICES FUND	31,376.39
<b>GRAND TOTAL</b>	<b>694,171.54</b>

\*\* Indicates pre-issue check.





## Village of Bartlett Finance Department Memo 2016 - 13

**DATE:** June 24, 2016

**TO:** Valerie Salmons, Village Administrator

**FROM:** Jeff Martynowicz, Finance Director

A handwritten signature in black ink, appearing to be 'JM'.

**SUBJECT:** Senior Rebate Checks

In accordance with the utility tax ordinance adopted by the Village President and Board of Trustees on May 1, 2012, the Village Board instituted a rebate program for senior citizens in the amount of \$30 per residence to be paid on an annual basis.

Rebate applications have been received and verified. The first 1,000 rebate checks were issued with the June 21<sup>st</sup> bills list. With the July 5<sup>th</sup> bills list, another 941 rebate checks for a total of \$28,230 are scheduled to be issued.



# Agenda Item Executive Summary

Item Name Police Pension Board Application Committee or Board Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

The attached application was submitted by John Sias who is interested in serving on the Police Pension Fund Board.

## ATTACHMENTS (PLEASE LIST)

Commission Application

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion
- 

**MOTION:** I move to confirm and consent to the appointment of John Sias to the Police Pension Board for a four year term.

Staff: Paula Schumacher, Assistant Village Administrator Date: 6/28/2016

## Paula Schumacher

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**From:** webmaster@village.bartlett.il.us  
**Sent:** Monday, June 27, 2016 3:41 PM  
**To:** Chris Hostetler; Paula Schumacher  
**Subject:** Village of Bartlett Board & Commission Application

A new entry to a form/survey has been submitted.

**Form Name:** Village of Bartlett Board & Commission Application  
**Date & Time:** 06/27/2016 1:41 PM  
**Response #:** 11  
**Submitter ID:** 164  
**IP address:** 107.143.122.153  
**Time to complete:** 5 min. , 35 sec.

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### Survey Details

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#### Page 1

**1. Please answer all of the questions below.**

**Name:** John Sias  
**Address:** 609 Versailles Drive  
**Phone:** (773) 203-5069  
**How long have you been a Bartlett resident?** 11 years

**2. Please check the box of the commission(s) you are interested in joining:**

Police Pension Fund Board of Trustees

**3. Please explain your experience and qualifications as they relate to this position:**

I am a Financial Advisor in Bartlett and have a thorough understanding of investments, as well as the fiduciary standard of care. Two different village leaders approached me about this position as they believe I am qualified to be of service. I believe I am capable of fulfilling the duties associated with this board position.

Thank you,  
Village of Bartlett

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## Agenda Item Executive Summary

Item Name Class D Liquor License Application Committee or Board Board

### BUDGET IMPACT

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

### EXECUTIVE SUMMARY

Attached for consideration is an application from Bartlett Heritage Days for a Class D liquor license on September 9-11, 2016. The license will be used at Heritage Days event located at 211 W. Railroad Ave.

### ATTACHMENTS (PLEASE LIST)

Liquor License Application  
Staff memo dated June 17, 2016

### ACTION REQUESTED

For Discussion Only \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Issue Liquor License

Motion:

I move to approve the Class D Liquor License Application submitted by Bartlett Heritage Days for their Heritage Days event on September 9-11, 2016 pending the submittal and approval of the appropriate certificate of insurance.

Staff: Assistant Village Administrator Date: June 17, 2016  
Paula Schumacher

# Memorandum

**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Paula Schumacher, Assistant Village Administrator  
**DATE:** June 17, 2016  
**SUBJECT:** Class D liquor license application

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Attached for your review is the application for a Class D Liquor License Application from Bartlett Heritage Days for their Heritage Days event. The event will be held September 9-11, 2016 at various locations in the downtown, but the beer and wine will be served at Banbury Fair located at 211 W. Railroad Ave. The certificate of insurance has not yet been submitted or reviewed by the Village Attorney. However, the license can be issued pending the submittal and approval of the appropriate certificate of insurance.

## MOTION

I move to approve the Class D Liquor License Application submitted by Bartlett Heritage Days for their Heritage Days event on September 9-11, 2016 pending the submittal and approval of the appropriate certificate of insurance.

7185

July 5 2016

VILLAGE OF BARTLETT  
CLASS D LIQUOR LICENSE APPLICATION

DATE: 6/9/16  
FEE: \$5.00 Per Application

The Class D License is created to allow a special event retailer, as defined in Section 3-3-1-5/1-3.17.1 of the Bartlett Liquor Control Ordinance, a license to sell and offer for sale at retail, in or on the premises specified in such license, alcoholic liquor for use or consumption on the licensed premises, but not for resale in any form, for a special event, as defined in Section 3-3-1-5/1-2.20 of the Bartlett Liquor Control Ordinance), for a time period that meets each of the following restrictions:

Hours of Operation:

1. Not to exceed twelve (12) hours within a period of twenty-four (24) consecutive hours
2. Within the time limits for Class A License set forth in Section 3-3-2 of the Bartlett Liquor Control Ordinance:

Sunday – Thursday	from 8:00am until 1:00am
Friday – Saturday	from 8:00am until 2:00am

A Class D license may be issued at any time by the Village President with the approval of the Board of Trustees, and shall be issued for a specific time period, not to exceed fifteen (15) days per license per location in any twelve (12) month period. (amended Ord 98-87)

The undersigned hereby makes application for a Class D retail Liquor License and hereby certifies to the following facts:

Name of Organization: Bartlett Heritage Days

Mailing Address of Organization: P.O. Box 8463

Contact Name: Janet Suffern Telephone Number: 630 830 8606

Date License is requested for: Sept. 9, 10 & 11, 2016

\* Location of sponsored event: 211 West Railroad Ave., Bartlett, IL. 60103

\* use this address on Permit.

Certificate of Insurance in compliance with Section 3-3-6 of the Bartlett Liquor Control Ordinance  
MUST be attached.

**AFFIDAVIT**

Village of Bartlett  
Cook, DuPage, and Kane Counties, Illinois

The undersigned swears (or affirms) that the Corporation in whose name this application is made will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the laws of the State of Illinois or the United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief.

Bruce Sutter President\*  
Signature

Dale A. Kasuba Secretary  
Signature

Subscribed and sworn by Bruce Sutter  
Before me this 9<sup>th</sup> day of June, 2016

Matthew Gabel  
Notary Public (Seal)



\*If the signatory is someone other than the President, said signatory shall attach a copy of the corporate resolution authorizing said signatory to sign on behalf of the Corporation.



# Agenda Item Executive Summary

Item Name Establishing the Special Service Area for the Bartlett Ridge Subdivision Committee or Board Village Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

The establishment of the Special Service Area for the Bartlett Ridge Subdivision is necessary to provide a backup source of funding for the storm water detention system in the development. The DuPage County Storm Water Ordinance requires a backup funding mechanism

## ATTACHMENTS (PLEASE LIST)

Staff memo, SSA Data Sheet and the Ordinance

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion: I move to approve Ordinance 2016-\_\_\_\_\_ An Ordinance establishing Special Service Area Number One for the Bartlett Ridge Subdivision of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois and authorizing the levy of an annual maintenance tax and the issuance of bonds to an amount not to exceed \$976,044 for the purpose of paying the cost of providing special services in and for such Area.

Staff: Jim Plonczynski, CD director Date: June 23, 2016

**COMMUNITY DEVELOPMENT MEMORANDUM**

**16-123**

DATE: June 24, 2016

TO: Valerie L. Salmons, Village Administrator

FROM: Jim Plonczynski, CD Director

RE: **Establishment of a Special Service Area for the Bartlett Ridge Subdivision**

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Attached for your review is an Ordinance **establishing** the Special Service Area for William Ryan Homes forty-nine (49) Lot **Bartlett Ridge** Subdivision. The corresponding Bartlett Ridge Subdivision 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 **Bartlett Ridge** Subdivision are also covered by this Ordinance.

**SPECIAL SERVICE AREA DATA SHEET**

**Name:** Bartlett Ridge Subdivision

**Developer:** William Ryan Homes

**Number of Units:** 49 total lots with 45 single family homes

**Bond Amount:** \$976,044.00

**PIN #'s** 06-28-102-007, 06-28-102-016, 06-28-102-017, 06-28-202-011 and  
06-28-400-008

**Property Owner:** William Ryan Homes

**Important Dates:**

<b>Board Approval of Authorization</b>	<b>4/5/16</b>
<b>Ordinance Proposing SSA</b>	<b>2016-024</b>
<b>Date Passed</b>	<b>4/5/16</b>
<b>Public Hearing</b>	<b>5/3/16</b>
<b>60 Day Expiration</b>	<b>7/3/16</b>
<b>Ordinance Establishing SSA</b>	<b>2016-_____</b>
<b>Date Passed</b>	<b>7/5/16</b>

**# of Acres** 13.539 acres

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

**ORDINANCE NO. 2016 - \_\_\_\_\_**

**AN ORDINANCE** establishing Special Service Area Number One for the Bartlett Ridge Subdivision of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, and authorizing the levy of an annual maintenance tax and the issuance of bonds to an amount not to exceed \$976,044 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 Bartlett Ridge Subdivision of the Village (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 Homeowner's Association for the Bartlett Ridge Subdivision 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 (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 (the "Ordinary Services") is \$10,000 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 performed by either the developer of the Bartlett Ridge Subdivision or the Homeowner's Association for the Bartlett Ridge Subdivision, 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 which will serve the Area (the "Extraordinary Services") is \$244,011 based on current construction costs, and will in no event exceed \$976,044; and

**WHEREAS**, it is in the public interest that the issuance of bonds in the amount of \$244,011, adjusted for increases in the cost of construction as hereinafter provided, but in no event to exceed \$976,044, 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 performed by either the developer of the Bartlett Ridge Subdivision or by the Homeowner's Association for the Bartlett Ridge Subdivision; 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) 15% 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 and in addition to all other taxes permitted by law; and

**WHEREAS**, it is the intent of this Board 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**, this Board has heretofore adopted an Ordinance calling for a public hearing to be held with respect to the creation of the Special Service Area and the levy of taxes therein; and

**WHEREAS**, a public hearing has heretofore been held on May 3, 2016 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 7:08 P.M. on May 3, 2016; and

**WHEREAS**, notice of such public hearing (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 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 persons who waived such Notice in writing, 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**, 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 Special Service Area or by any of the owners of record of the land included within the boundaries of the Special Service 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;

**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 Bartlett Ridge Subdivision is legally described as:

THAT THE PART OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; SAID POINT BEING COINCIDENT WITH THE NORTHEAST CORNER OF TIMERLINE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 2001 AS DOCUMENT 0010781451; THENCE SOUTH 88 DEGREES 40 MINUTES 43 SECONDS WEST ALONG THE NORTH BOUNDARY LINE OF SAID SUBDIVISION 1314.79 FEET TO THE EAST LINE OF NAPERVILLE ROAD, SAID LINE BEING 33 FEET EAST OF THE PARALLEL WITH THE CENTERLINE OF SAID ROAD; THENCE NORTH 00 DEGREES 06 MINUTES 02 SECONDS WEST ALONG SAID EAST LINE, 275.00 FEET TO THE NORTH LINE OF THE SOUTH 275 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 88 DEGREES 40 MINUTES 43 SECONDS EAST 814.46 FEET TO THE WEST LINE OF THE EAST 500 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 00 DEGREES 08 MINUTES 51 SECOND WEST 275.12 FEET TO THE NORTH LINE OF THE SOUTH 550 FEET OF THE NORTHWEST QUARTER OF SAID

SECTION 28; THENCE NORTH 88 DEGREES 40 MINUTES 43 SECONDS EAST ALONG SAID NORTH LINE, 250.05 FEET TO THE EAST LINE OF THE WEST 250 FEET OF THE EAST 500 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH 00 DEGREES 08 MINUTES 51 SECONDS EAST ALONG SAID EAST LINE 255.91 FEET TO THE NORTH LINE OF THE SOUTH 294.14 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 88 DEGREES 40 MINUTES 43 SECONDS EAST ALONG SAID NORTH LINE, 443.79 FEET TO THE EAST LINE OF THE WEST 193.74 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE SOUTH 00 DEGREES 08 MINUTES 51 SECONDS EAST 294.20 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 88 DEGREES 40 MINUTES 43 SECONDS EAST 132.10 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 51 SECONDS EAST PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28 TO THE NORTH BOUNDARY LINE OF EAGLE'S RIDGE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 18, 1998 AS DOCUMENT 08040987; THENCE SOUTH 88 DEGREES 40 MINUTES 43 SECONDS WEST ALONG SAID NORTH LINE, 325.84 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 00 DEGREES 08 MINUTES 51 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 300.00 FEET TO THE POINT OF THE BEGINNING, IN COOK COUNTY, ILLINOIS.

and further identified by Permanent Index Numbers: 06-28-102-007 and 06-28-102-016, and part of Permanent Index Numbers 06-28-102-017, 06-28-202-011 and 06-28-400-008,

(the "Territory") 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 either William Ryan Homes, Inc., the developer of the Bartlett Ridge Subdivision (the "Developer"), or by the Bartlett Ridge Homeowners Association (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 which will serve the Special Service Area (the "Extraordinary Services") in the amount of \$244,011, adjusted for increases or decreases in the cost of construction from January 1, 2016 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, 2016. In no event shall the amount of such bonds exceed \$976,044. 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 (ii) the Developer and the HOA 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 or the HOA is legally obligated to perform the Extraordinary Services as between the Developer, its successor in interest (if any), or the HOA. 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 Illinois Secretary of State, 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 July 5, 2016

AYES:  
NAYS:  
ABSENT:

Approved July 5, 2016

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

ATTEST:

\_\_\_\_\_  
Lorna Giless, Village Clerk

## CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2016 - \_\_\_\_\_, adopted on July 5, 2016, and approved on July 5, 2016, as the same appears from the official records of the Village of Bartlett.

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Lorna Giles, Village Clerk



# Agenda Item Executive Summary

Item Name Brewster Creek Business Park Lot 9B1- Greco Warehouse Committee or Board Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

### Request for a SITE PLAN REVIEW

The proposed 169,648 square foot building will be located on Lot 9B1 in the Brewster Creek Business Park about 1,200 feet north of Schiferl Road on the east side of Brewster Creek Boulevard. This facility would be constructed as a core and shell building and have tenant offices built out at the time of lease.

The **Plan Commission** reviewed the Petitioner's request at their meeting on June 9, 2016. The Commission recommended **approval** of the Site Plan subject to the conditions and findings of fact outlined in the Staff Report.

Staff is requesting that the Petitioner's request be forwarded directly to the Village Board for a final vote in order to facilitate the construction of the proposed building.

## ATTACHMENTS (PLEASE LIST)

CD Memo, Ordinance with Exhibits, Plan Commission Meeting Minutes, Applicant Cover Letter, Application and Location Map

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion- Move to approve Ordinance #2016-\_\_\_\_\_ An Ordinance Granting Site Plan Approval on Lot 9B1 in the Brewster Creek Business Park.

Staff: Jim Plonczynski, Com Dev Director

Date: 06/27/2016

**COMMUNITY DEVELOPMENT MEMORANDUM**

**16-131**

DATE: June 10, 2016  
TO: Valerie L. Salmons, Village Administrator  
FROM: Jim Plonczynski, CD Director  
RE: **(#16-03) Brewster Creek Business Park Lot 9B1- Greco Warehouse**

---

**PETITIONER**

Ron DeRosa, Greco PG 5 Development

**SUBJECT SITE**

Lot 9B1 in the Brewster Creek Business Park, Unit 1, located 1,200 feet north of Schiferl Road on the east side of Brewster Creek Boulevard

**REQUEST**

Site Plan Review

***Staff is requesting that the Petitioner's request be forwarded directly to the Village Board for a final vote in order to facilitate the construction of the proposed building.***

**EXISTING AND PROPOSED CONDITIONS**

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
<b>Subject Site</b>	<b>Vacant</b>	<b>Mixed Use Business Park</b>	<b>I-2 EDA</b>
North	Indust. Bldg.	Mixed Use Business Park	I-2 EDA
South	Indust. Bldg.	Mixed Use Business Park	I-2 EDA
East	Detention	Mixed Use Business Park	I-2 EDA
West	Detention	Mixed Use Business Park	I-2 EDA

**DISCUSSION**

1. The petitioner is requesting a Site Plan Review for a proposed 169,648 square foot industrial building on a 11.15 acre lot in the Brewster Creek Business Park, Unit 1. This facility would be constructed as a core and shell building and have tenant offices

built out at the time of lease.

2. The proposed building will be constructed of smooth form finished grey pre-cast concrete wall panels with blue and dark grey accents. The proposed building height to the highest point is 44'-6".
3. The Site Plan shows 28 exterior docks and 2 drive-through doors on the east side of the building.
4. Two curb cuts are proposed along Brewster Creek Boulevard. Both curb cuts will be used by trucks and cars to access the employee parking lot and loading areas.
5. The Zoning Ordinance requires 160 parking spaces for the warehouse and 37 stalls for the office space totaling 197 parking stalls. The Site Plan identifies 197 car parking spaces, including six (6) handicapped accessible spaces. This would meet the Zoning Ordinance requirements. There are also 42 truck parking spaces located east of the loading docks.
6. The Landscape Plan is currently being reviewed.
7. The Engineering and Lighting Plans are currently being reviewed.

### **RECOMMENDATION**

1. The Staff recommends approval of the petitioner's request subject to the following conditions and Findings of Fact:
  - A. Staff approval of the Engineering Plans;
  - B. Staff approval of the Landscape Plan;
  - C. Staff approval of the Photometric Plan;
  - D. Signage shall be reviewed and approved separately by the Community Development Department in accordance with the Sign Ordinance;
  - E. Recording of Utility Easements prior to the issuance of a building permit;
  - F. If a security fence is to be installed it must be submitted to, reviewed and approved by the Community Development Department and the Bartlett Fire District.
  - G. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to Community Development for review and approval by the Village Arborist and a bond posted in the approved amount for its future installation;
  - H. Landscaping must be installed within one year of the issuance of a building permit;
  - I. Findings of Fact (Site Plan):
    - i. That the proposed warehouse is a permitted 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.)
  - vi. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.
2. The **Plan Commission** reviewed the Petitioner's request at their meeting on June 9, 2016. The Commission recommended **approval** of the Site Plan subject to the conditions and findings of fact outlined in the Staff Report.
3. An Ordinance approving of the Site Plan, the minutes of the Plan Commission meeting and additional background information are attached for your review.

ALZ//Attachments

ORDINANCE 2016 - \_\_\_\_\_

**AN ORDINANCE GRANTING SITE PLAN APPROVAL  
ON LOT 9B1 IN THE  
BREWSTER CREEK BUSINESS PARK**

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**WHEREAS**, G4 Development, LLC (the “Petitioner”) has filed a petition on behalf of Greco PG5 Development, (the “Owner”) for property legally described on **Exhibit A** attached hereto (the “Subject Property”) in the Brewster Creek Business Park for a Site Plan approval (the “Petition”); and

**WHEREAS**, the owner of the Subject Property, Greco PG5 Development, has consented to the filing of the Petition; and

**WHEREAS**, the Bartlett Plan Commission reviewed the Site Plan on June 9, 2016 with respect to the Petition (Case #16-03) and has recommended to the corporate authorities that the Site Plan be approved subject to the conditions and findings of fact set forth in its report; and

**WHEREAS**, the corporate authorities have determined that it is in the public interest to approve the Site Plan recommended for approval by the Plan Commission, provided the conditions set forth in this Ordinance are satisfied;

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

**SECTION ONE:** That the corporate authorities do hereby make the following findings of fact pertaining to the Site Plan:

1. That the proposed warehouse is a permitted use in the I-2 EDA Zoning District;
2. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;

3. 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;
4. That the site plan provides for the safe movement of pedestrians within the site;
5. 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.)
6. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.

**SECTION TWO:** That the Subject Property shall be developed in strict accordance with the Site Plan prepared by Cornerstone Architects Ltd. dated February 9, 2016 and last revised June 27, 2016 attached hereto as **Exhibit B**; the Building Elevations prepared by Cornerstone Architects Ltd. dated March 9, 2016 and last revised April 27, 2016 attached hereto as **Exhibit C** and the Landscape Plans prepared by McCallum Associates dated March 8, 2016 and last revised June 27, 2016 attached hereto as **Exhibit D** and expressly made a part of this Ordinance is hereby approved, subject to the conditions set forth in Section Three of this Ordinance.

**SECTION THREE:** That the findings set forth in Sections One and the Site Plan approval in Section Two of this Ordinance, are subject to the following conditions:

- A. Staff approval of the Engineering Plans;
- B. Staff approval of the Landscape Plan;
- C. Staff approval of the Photometric Plan;
- D. Signage shall be reviewed and approved separately by the Community Development Department in accordance with the Sign Ordinance;
- E. Recording of Utility Easements prior to the issuance of a building permit;
- F. If a security fence is to be installed it must be submitted to, reviewed and approved by the Community Development Department and the Bartlett Fire District.

- G. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to Community Development for review and approval by the Village Arborist and a bond posted in the approved amount for its future installation;
- H. Landscaping must be installed within one year of the issuance of a building permit;

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED this 5th day of July, 2016**

**APPROVED this 5th day of July, 2016**

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

**ATTEST:**

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

## CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2016-\_\_\_\_\_, enacted on July 5, 2016 and approved on July 5, 2016, as the same appears from the official records of the Village of Bartlett.

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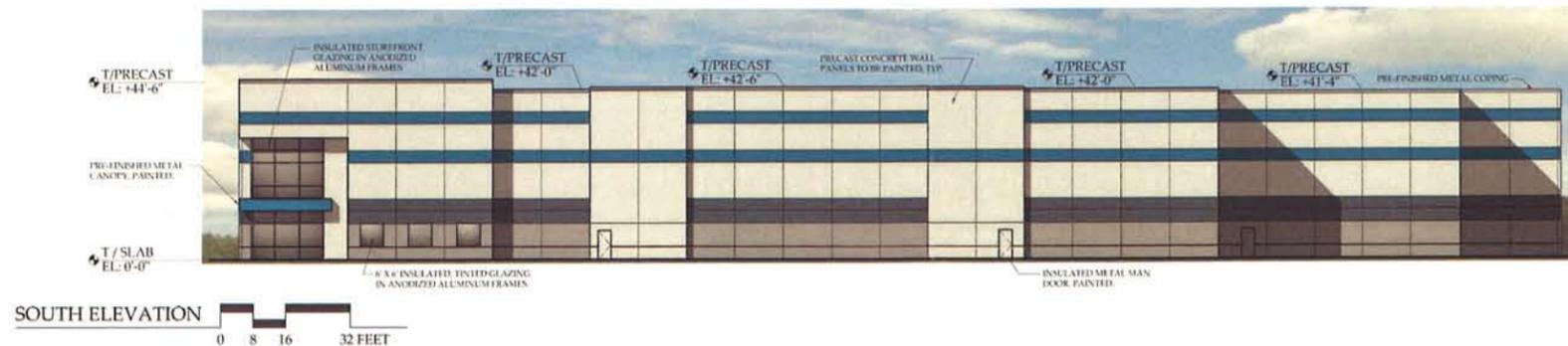
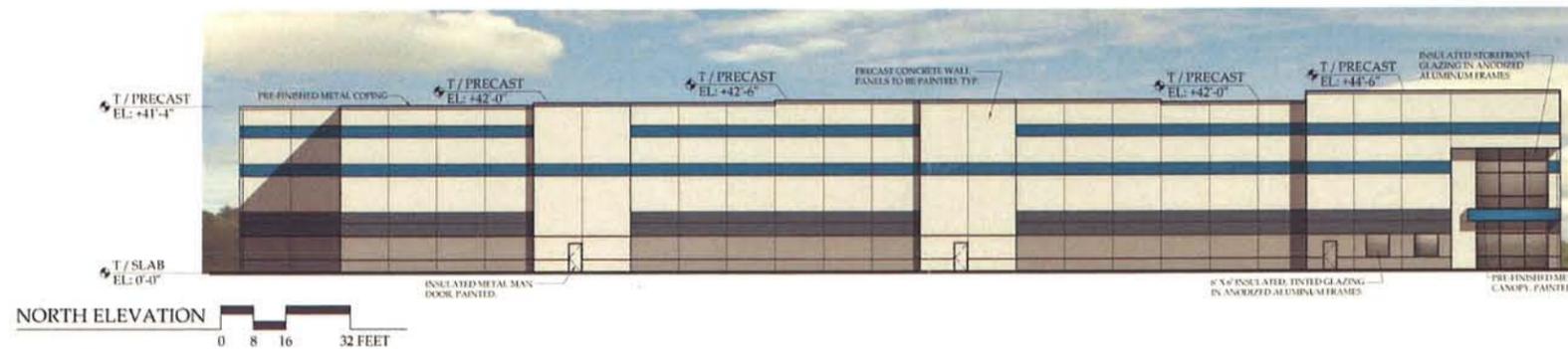
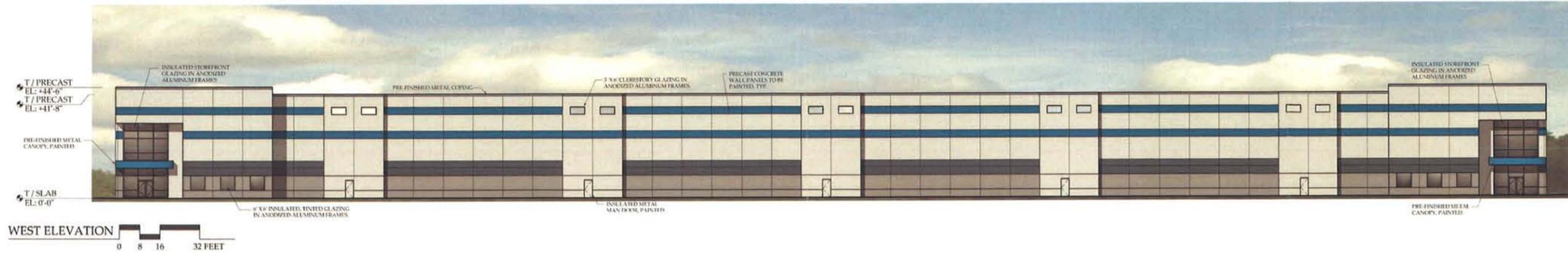
Lorna Giles, Village Clerk

**EXHIBIT A**

**LEGAL DESCRIPTION**

LOT 9B1 IN THE ASSESSMENT PLAT OF PARTS OF LOTS 9 AND 10 IN BREWSTER CREEK BUSINESS PARK UNITS 1 AND 2 BARTLETT, ILLINOIS RECORDED SEPTEMBER 15, 2015 AS DOCUMENT R2015-102954, IN DUPAGE COUNTY, ILLINOIS.





**SPECULATIVE FACILITY**  
 BREWSTER CREEK LOT 9B - BARTLETT, ILLINOIS 60103

MARCH 9, 2016 #15111

Lot 9B

Brewster Creek Boulevard  
Barlett, Illinois

DAVID R. McCALLUM ASSOCIATES, INC.  
LANDSCAPE ARCHITECTS  
300 N. Milwaukee Avenue, Libertyville, Illinois 60089  
T 847.362.0209 F 847.362.0204

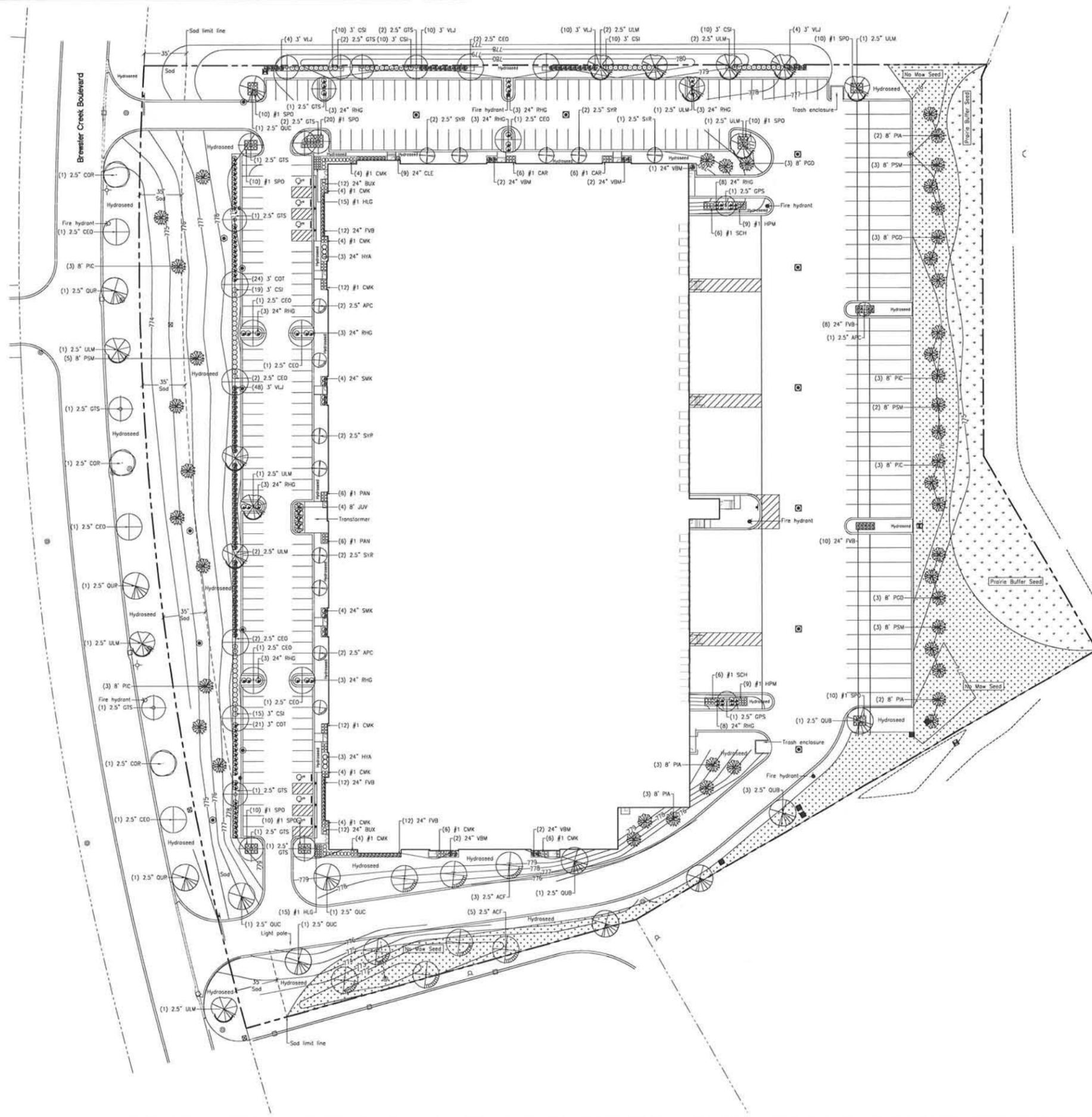


Landscape Plan

Mark	Description	Date
5	Per Village Comments	06/27/16
4	Site Plan Revisions	06/01/16
3	Per Village Comments	04/27/16
2	Per Village Comments	04/12/16
1	For Review	03/08/16

Number	Description	Date
46896		
Scale: 1" = 40'		
North		
File: 46896PA		
Sheet: L10		

EXHIBIT D



No Mow Seed Mix

Longleaf Chewings Fescue	23.60%
Sheep Fescue	23.60%
Chariot Hard Fescue	11.84%
Shoreline Slender Creeping Red Fescue	11.90%
Navigator Creeping Red Fescue	12.38%
Heron Hard Fescue	11.76%
Gulf Annual Ryegrass	3.99%

No Mow Lawn Mix with Annual Rye Nurse Crop  
Prairie Nursery, Inc.  
Applied at the rate of 5 lbs. per 1,000 square feet.

Prairie Buffer Seed Mix

Botanical Name	Common Name	Seeding Rate (lbs./acre)
Andropogon gerardii	Big Bluestem	4
Andropogon scoparius	Little Bluestem	1
Aster novae-angliae	New England Aster	0.125
Aster laevis	Smooth Blue Aster	0.125
Bouteloua curtipendula	Side Oats Grama	1
Carex stipitata	Common Fox Sedge	0.125
Carex tribuloides	Axi-Fruited Sedge	0.125
Carex vulpinoidea	Brown Fox Sedge	0.125
Castula fasciculata	Partridge Pea	0.125
Carex lasiocarpa	Tall Carex	0.125
Echinacea purpurea	Purple Coneflower	0.125
Elymus canadensis	Canada Wild Rye	2
Elymus virginicus	Virginia Wild Rye	1
Eryngium yuccifolium	Rattlesnake Master	0.125
Helopsis helianthoides	Fairie Sunflower	0.125
Monarda fistulosa	Wild Bergamot	0.125
Panicum virgatum	Switch Grass	2
Panicum sparganietum	Fawnlegue Beardstangue	0.063
Petalostemum purpureum	Purple Prairie Clover	0.125
Ratibida pinnata	Yellow Coneflower	0.25
Rudbeckia hirta	Brown Eyed Susan	0.125
Silphium integrifolium	Rain Weed	0.125
Silphium laciniatum	Composita Plant	0.125
Silphium terebinthaceum	Prairie Dock	0.125
Solidago nemoralis	Grey Goldenrod	0.063
Solidago rigida	Stiff Goldenrod	0.063
Sorghastrum nutans	Indian Grass	2
Verbena hastata	Blue Vervain	0.063
Verbena stricta	Hasty Vervain	0.063
TOTAL:		15.59

Landscape Calculations

Site Area: 485,850 sq. ft.  
Landscape Area: 141,854 sq. ft. (29%)

Notes

To insure visibility, shrubs shall not exceed a mature height of thirty inches (30") above pavement on landscape islands at the end of parking rows.

Plant List

Key	Qty	Size	Botanical Name	Common Name	Remarks
ACF	8	2.5"	Acer x freemanii 'Autumn Blaze'	Autumn Blaze Freeman Maple	BB
APC	5	2.5"	Acer platanoides 'Columnar'	Columnar Norway Maple	BB
CEC	14	2.5"	Celtis occidentalis 'Prairie Pride'	Prairie Pride Common Hackberry	BB
COR	3	2.5"	Corylus colurna	Turkish Filbert	BB
GPS	2	2.5"	Ginkgo biloba 'Princeton Sentry'	Princeton Sentry Ginkgo	BB
GTS	14	2.5"	Gleditsia inaequalis var. inermis 'Skyline'	Skyline Thornless Honeylocust	BB
QUB	5	2.5"	Quercus bicolor	Swamp White Oak	BB
QUC	4	2.5"	Quercus muhlenbergii	Chickasaw Oak	BB
QUR	3	2.5"	Quercus rubra	Red Oak	BB
SVR	9	2.5"	Syringa reticulata	Japanese Tree Lilac	BB
ULM	13	2.5"	Ulmus x 'Marston Glossy'	Trumpet Elm	BB
Evergreen Trees					
JUV	4	8"	Juniperus virginiana	Eastern Redcedar	BB
PDD	9	8"	Picea glauca 'Densata'	Black Hills Spruce	BB
PIA	10	8"	Picea abies	Norway Spruce	BB
PIC	12	8"	Picea pungens	Colorado Green Spruce	BB
PSM	13	8"	Pseudotsuga menziesii	Douglas Fir	BB
Shrubs					
BUX	24	24"	Buxus x microphylla 'Dance'	Chicago Green Boxwood	BB
CLE	9	24"	Celastrus scollardii 'Hummingbird'	Hummingbird Summersweet	BB
COT	45	3"	Cotoneaster acutifolius	Peking Cotoneaster	BB
CSI	74	3"	Cornus sericea 'Ipswich'	Ipswich Redosier Dogwood	BB
FVB	54	24"	Forsythia virens 'Bronnensis'	Bronze Dewil Forsythia	BB
HIA	6	24"	Hydrangea arborescens 'Annabelle'	Annabelle Smooth Hydrangea	BB
RHG	43	24"	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	BB
SKM	8	24"	Syringa paloma 'Miss Kim'	Miss Kim Dwarf Lilac	BB
VBM	9	24"	Viburnum dentatum 'Christom'	Blue Mullein Arrowwood Viburnum	BB
VLI	75	3"	Viburnum dent RLM seventeen Little Joe	Little Joe Viburnum	BB
Perennials and Ornamental Grasses					
CAR	12	#1	Carex marroani 'Ice Dance'	Ice Dance Variegated Sedge	Container
CMK	60	#1	Calamagrostis acutiflora 'Karl Foerster'	Feather Reed Grass	Container
HLG	30	#1	Hemerocallis 'Little Grapelle'	Little Grapelle Daylily	Container
HNM	18	#1	Hemerocallis 'Tardan Ve'	Tardan Ve Daylily	Container
PAN	12	#1	Panicum virgatum	Switch Grass	Container
SCH	12	#1	Schizochyrium scoparium	Little Bluestem	Container
SPO	90	#1	Sporobolus heterolepis	Prairie Dropseed	Container

**Case # 16-03 Greco Warehouse – Brewster Creek Business Park**

**A. Zubko** presented the following:

The petitioner is requesting a Site Plan Review for a proposed 169,648 square foot industrial building on an 11.15 acre lot in the Brewster Creek Business Park, Unit 1. This facility would be constructed as a core and shell building and have tenant offices built out at the time of lease.

The proposed building will be constructed of smooth form finished grey pre-cast concrete wall panels with blue and dark grey accents. The proposed building height to the highest point is 44'-6" which does meet our new requirement of 45 feet.

The Site Plan shows 28 exterior docks and 2 drive-through doors on the east side of the building.

Two curb cuts are proposed along Brewster Creek Boulevard. Both curb cuts will be used by trucks and cars to access the employee parking lot and loading areas.

The Zoning Ordinance requires 160 parking spaces for the warehouse and 37 stalls for the office space totaling 197 parking stalls. The Site Plan identifies 197 car parking spaces, including six (6) handicapped accessible spaces. This would meet the Zoning Ordinance requirements. There are also 42 truck parking spaces located east of the loading docks.

The Landscape Plan is currently being reviewed.

The Engineering and Lighting Plans are currently being reviewed.

The Staff recommends approval of the petitioner's request subject to the following conditions and Findings of Fact outlined in your Staff Report. The Petitioner is here as well.

**J. Lemberg** asked if there were any questions from the members or anything the Petitioner would like to add.

**Ron DeRosa, Petitioner**, said he was just there to answer questions that anyone may have.

**T. Ridenour** questioned that parking trucks on the north side was not recommend.

**A. Zubko** pointed out that recommendation was for the next petition.

**M. Hopkins** asked with all the petitions for the office industrial buildings, will there be full screening for all rooftop equipment? Do the elevations portray rooftop equipment and screens or are we just saying it's our policy that we screen them?

**A. Zubko** said she believes that is part of the building code but screening is only from the roadway.

**M. Hopkins** questioned if it was only line of site to the roadway.

**A. Zubko** said this was correct.

**M. Hopkins** asked how this is checked.

**A. Zubko** answered through the building department.

**R Grill** answered that this is inspected by the building department and it is written on every one of their reports.

**A. Zubko** remarked that it may not always be on the actual elevations that they do show, some show this, and others do not.

**M. Hopkins** asked, ultimately this is checked?

**A. Zubko** and **R Grill** answered yes. If you find any that are not let, us know and we forward this on to the building department.

**J Lemberg** asked if there were any more questions or comments for the petitioner.

**A motion was made to approve the Site Plan along with the Conditions and Finding of Fact outlined in the Staff Report.**

**A motion was made to approve.**

**Motioned by: J. Miaso**

**Seconded by: A. Hopkins**

**Motion Carried.**



IMPORTERS, MANUFACTURERS & DISTRIBUTORS OF QUALITY FOOD PRODUCTS

1550 Hecht Road  
Bartlett, IL 60103  
(630) 837-9900 • Fax: (630) 837-0906

Village President, Kevin Wallace  
Board of Trustees  
Village of Bartlett

May 3rd, 2016

Mr. Wallace and Members of the Board of Trustees,

I am presenting a proposal for the development of a new approx. 170,000 square foot facility at Lot 9B1 on Brewster Creek in the Village of Bartlett. This submittal is for the review of the site plan for the proposed facility at the 9B1. The facility would be used as a storage, production, and distribution facility for future tenants. This facility would be constructed as a core and shell building and have tenant offices built out at the time of lease.

Thank you for your time in reviewing my application and proposal for this new facility.

Sincerely,

A handwritten signature in blue ink that reads "Ron DeRosa".

Ron DeRosa  
Lot 9B LLC  
P: 630-837-9900 ext 2101  
E: [rderosa@grecoandsons.com](mailto:rderosa@grecoandsons.com)

*"The Main Ingredient In Your Recipe For Success"*



VILLAGE OF BARTLETT  
SITE PLAN APPLICATION

For Office Use Only  
Case # 16-03  
RECEIVED  
COMMUNITY DEVELOPMENT  
MAR 16 2016  
VILLAGE OF  
BARTLETT

PROJECT NAME LOT 915 WAREHOUSE

PETITIONER INFORMATION (PRIMARY CONTACT)

Name: GRELO P65 / G4 CONST. LLC

Street Address: 1550 HECHT DR.

City, State: BARTLETT, IL 60103

Zip Code: 60103

Email Address: RAEROSA @ GRELOANDSANS

Phone Number: 630 816 3675

Preferred Method to be contacted See Dropdown

PROPERTY OWNER INFORMATION

Name: SAME AS ABOVE

Street Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

OWNER'S SIGNATURE: Jon Raerosa

Date: 3/11/16

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

SITE PLAN DESCRIPTION (Use: commercial, industrial or office, square footage, # of units, etc.)

11 ACRES OF LAND USED FOR APPROX 169,000 SQFT  
WAREHOUSE.

SIGN PLAN REQUIRED? See Dropdown

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

PROPERTY INFORMATION

Common Address/General Location of Property: LOT 913 / BREWSTER CREEK

Property Index Number ("Tax PIN"/"Parcel ID"): 01-05-204-005

Acreage: 11.15

Zoning: Existing: See Dropdown I-2 EDA Land Use: Existing: See Dropdown  
(Refer to Official Zoning Map) Gen. Industry  
Proposed: See Dropdown I-2 EDA Proposed: See Dropdown Gen. Industry

Comprehensive Plan Designation for this Property: See Dropdown  
(Refer to Future Land Use Map)

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

Attorney MARCIA OWENS / 312 650 8650  
HT&L LLP  
700 SOUTH WACKER DR. CHICAGO, IL 60606

Engineer MANHATTAN CONSULTING  
900 WOODLANDS PARKWAY  
VERNON, HILLS, IL 60061 847-674-5550

Other CORNERSTONE ARCHITECTS  
1157 SPRING LAKE DR, FTHASCA, IL  
630 773 8367

**\*\*PLEASE FILL OUT THE FOLLOWING FINDINGS OF FACT AS THEY RELATE TO YOUR PETITION\*\***

**FINDINGS OF FACT FOR SITE PLANS**

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

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

1. The proposed use is a permitted use in the district in which the property is located.

The zoning district is I-2 General Industrial. Permitted uses are Any manufacturing, fabricating, processing, parking and storage  
The proposed use is S-1 Moderate Hazard Storage with NO special use and is a permitted use within the I-2 District.

2. The proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.

The proposed warehouse in Lot 9B1 adheres to all setback and drainage requirements and is compatible with the adjacent land uses. The proposed building will have 2 independent points of access and all car and trailer parking is located on site. The proposed stormwater management system adheres to the overall drainage plan for the Brewster Creek Business Park and collects all of the stormwater runoff from the development and routes the discharge into the appropriate detention basin.

3. 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.

As can be seen in the Truck Turning Movement Exhibits, prepared by Manhard Consulting, Ltd., dated 3/4/2016, the vehicles can easily maneuver into and out of the site without disrupting Brewster Creek traffic. The proposed site plan provides adequate room for trucks and emergency vehicles to maneuver safely without impacting parked vehicles on site.

**4. The site plan provides for the safe movement of pedestrians within the site.**

Sidewalks have been shown at the main entrances where pedestrian traffic is most likely to occur, and stoops have been provided at all doorway locations. Car parking areas have been located away from truck traffic lanes, and no car parking is shown near the truck docks to keep pedestrian traffic away from truck traffic.

**5. There is 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 and will provide a pleasing appearance to the public. Any part of the site plan area not used for buildings, structures, parking or accessways shall be landscaped with a mixture of grass, trees and shrubs. (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements)**

The landscape development plan was prepared in conformance with the intent of the Village's landscape requirements. Plant materials were selected based on suitability to site conditions, surrounding landscape and horticultural diversity including (11) tree species; (5) evergreen tree species and (10) shrub species. Native and adapted trees, shrubs, perennials and ornamental grasses are located throughout the site as landscape buffers, open space and foundation plantings. All ground layer areas not devoted to shrub or perennials will be planted with prairie, now-mow, hydroseed or sod.

**6. All outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.**

There is no outdoor storage at this time except trailer stalls which are located in the rear of the building and screened from view by the building.

ACKNOWLEDGEMENT

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

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

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

SIGNATURE OF PETITIONER: RON PEROGA

PRINT NAME: RON PEROGA

DATE: 3/11/14

REIMBURSEMENT OF CONSULTANT FEES AGREEMENT

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

NAME OF PERSON TO BE BILLED: BECK MREWSTER CREEK  
LOT 919, LLL

ADDRESS: 1550 HELMT DR  
BARTLETT, IL 60103

PHONE NUMBER: 630 837 9900

EMAIL: M.MARRETT@BIRELOMANSONS.COM

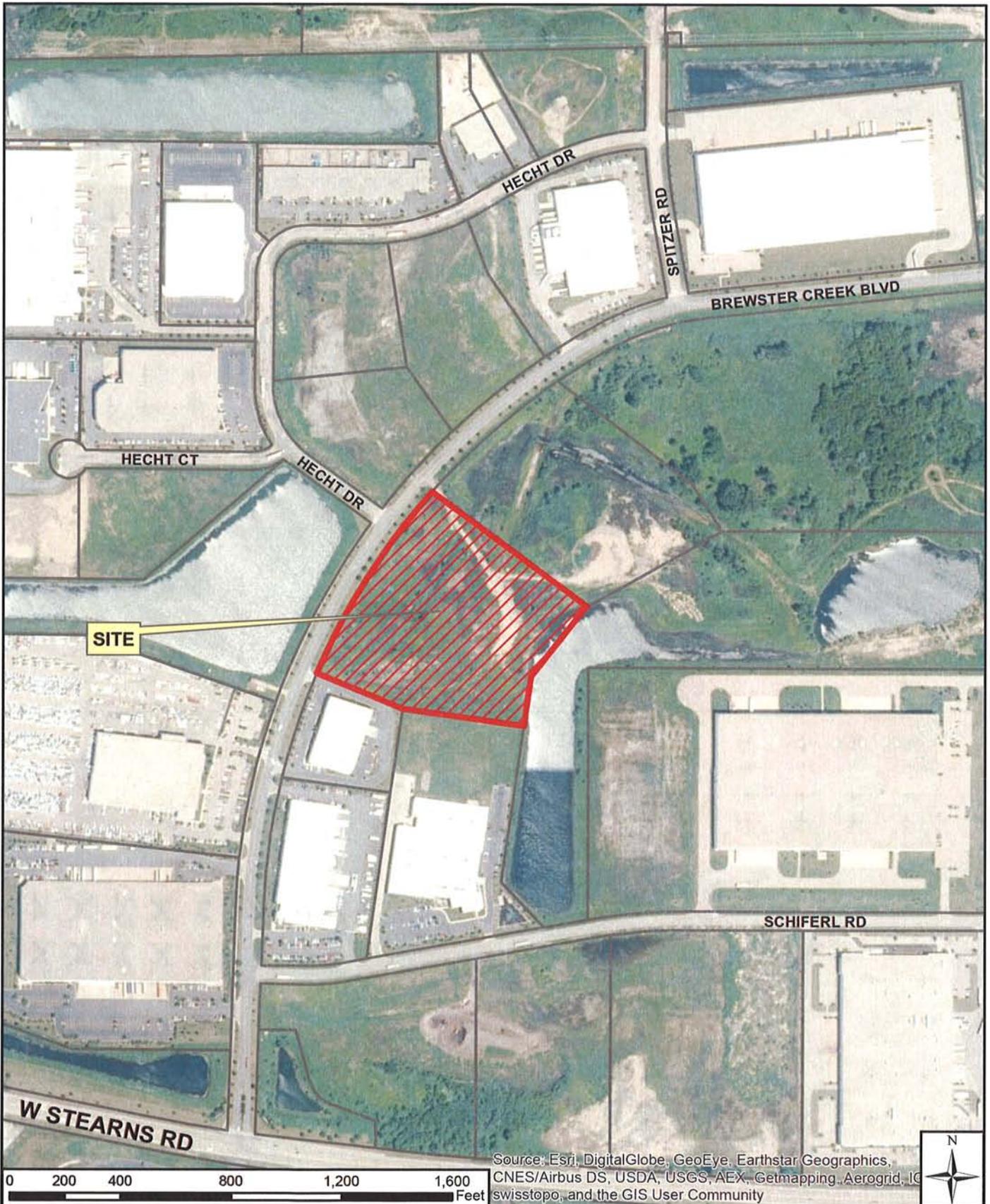
SIGNATURE: RON PEROGA

DATE: 3/11/14

# Location Map

Warehouse- Lot 9B1 (BCBP)

PIN 01-05-204-005





# Agenda Item Executive Summary

Item Name 125<sup>th</sup> Anniversary Bartlett Park Donation Committee or Board Board

## BUDGET IMPACT

Amount: \$40,000 Budgeted yes

List what fund General

## EXECUTIVE SUMMARY

During the Village Board's Strategic Planning workshop the Village Board discussed making a donation to the Bartlett Parks Foundation toward their efforts to fund an inclusive playground at Bartlett Park.

The Village Board continued that discussion at its Committee of the Whole meeting on June 7, 2016. The Bartlett Parks Foundation has itemized various features of the nature-themed playground they have planned for donations. The Board discussed several of the items and decided to fund the chalk wall and sensory garden.

## ATTACHMENTS (PLEASE LIST)

Bartlett Park Sponsorship Packet  
June 16, 2016 Memo

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION:** I move to approve a donation of \$40,000 to the Bartlett Parks Foundation to purchase a 4 foot chalk wall and sensory garden for the inclusive playground planned for Bartlett Park. The donation to be made in honor of the Village's 125<sup>th</sup> anniversary of incorporation.

Staff: Paula Schumacher, Assistant Village Administrator Date: June 16, 2016

# Memorandum

**TO:** Valerie L. Salmons, Village Administrator

**FROM:** Paula Schumacher, Assistant Village Administrator

**DATE:** June 16, 2016

**SUBJECT:** 125<sup>th</sup> Anniversary – Bartlett Park

---

During the Village Board's Strategic Planning workshop the Village Board discussed making a donation to the Bartlett Parks Foundation toward their efforts to fund an inclusive playground at Bartlett Park. The Village Board continued this discussion at the Committee of the Whole meeting on June 7, 2016.

The Bartlett Park District unveiled plans to build an inclusive playground that would be accessible to all abilities to replace the 21 year old playground structure in 2014 with hopes of completing the project in 2017.

The Bartlett Parks Foundation has itemized various features of the nature-themed playground they have planned for donations. The Village Board decided to make a \$40,000 donation to the Bartlett Parks Foundation to purchase a 4 foot chalk wall and sensory garden. The donation to be made in honor of the Village's 125<sup>th</sup> anniversary of incorporation.

Photos of these items and more information about the park design and equipment are included in the attached sponsorship packet.



# Free to Be Me Playground at Bartlett Park

Sponsorship Packet Bartlett, IL

**Bartlett Parks Foundation:** Creating Fun For Everyone!

**In association with:**

Bartlett Park District

Northwest Special Recreation Association



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## Our Shared Vision

The Bartlett Park District has over 40 parks with playgrounds, fields, open space, and other unique features. However not one of these created the nurturing environment that focused on serving all abilities in a way to promote an inclusive play experience. On Friday, February 28<sup>th</sup>, 2014 the Bartlett Parks Foundation unveiled plans to build an inclusive playground that would be accessible to all abilities and bridge the gap in play. They say “it takes a village to raise a child” and we know “it will take a community to build this project”.

This nature themed playground will be built in Bartlett Park to replace the current 21 year old playground structure. The playground will include features that spark the elements of play for all. The structures will feature an accessible route via wheelchair or other assistive device to provide access to the components including a treehouse play structure, dragon fly teeter-totter, cattail spinner balance stick, bumble bee rider, cozy cocoon hanging swing, sensory panels, sound towers with nature sounds, and a surrounding landscaping plan with different textures, colors, and smells.

### Cost

The estimated cost for the project is **\$800,000**. It is hoped that the playground will be completed within three years (by 2017). Costs include preparing the area, playground features, installation, and landscaping. The Bartlett Park District is pledging the first **\$125,000** toward this project. This sponsorship package provides information to help donors make an informed decision to pledge, fund, or provide in-kind services toward the construction of the playground.

### Be a Part of Bartlett History

Help make this dream possible by donating to the Bartlett Parks Foundation, 696 W. Stearns Road, Bartlett, IL 60103. The Bartlett Parks Foundation is a 501(c)3 organization and donations are tax deductible as allowed by law. Donations of all sizes are appreciated. Contribution levels are detailed on page 20 of this informational packet.

For more information please visit [bartlettparks.org/general/foundation.aspx](http://bartlettparks.org/general/foundation.aspx) or call Jill Wenz at 630-540-4824.

## **Elements of Inclusive Play** [www.inclusiveplaygrounds.org/me2/playability](http://www.inclusiveplaygrounds.org/me2/playability)

### **Social/Emotional**

As children play together they learn to cooperate, take turns, and engage in meaningful dramatic and imaginative play experiences which create lifelong memories. Providing a place for children to feel emotionally secure allows them to belong and to choose how and when to engage in play.

### **Physical**

All children need opportunities to be physically active through play; play environments that provide a variety of developmentally appropriate activities, offer healthy risk, challenge children of all abilities, and create places where everyone wants to play.

### **Sensory**

Play is most meaningful in sensory-rich environments that encourage discovery and exploration. Sensory play through tactile, visual, auditory, olfactory, and tastes experiences help children understand the world around them.

### **Cognitive**

Children learn through play and interacting with people and the world around them. Supporting intuitive play behaviors that stimulate development can help keep children engaged in meaningful play for longer periods of time. Opportunities for children to problem solve, think abstractly, and develop cause and effect skills help provide unique hands on opportunities to bring learning outside.

### **Communication**

Playgrounds can support the development of receptive and expressive language, allowing children to demonstrate knowledge and expressions. Language development occurs through natural play behaviors and routines and is enhanced through developmentally appropriate play elements, loose parts, and outdoor programming.

# Preliminary Design



<p>Sheet #</p> <p>Sheet Title</p> <p><b>Preliminary Design Plan</b></p>	<p>Issues &amp; Revisions</p> <table border="1"> <thead> <tr> <th>#</th> <th>Date</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>11/18/17</td> <td>Client Review</td> </tr> <tr> <td>2</td> <td>11/21/17</td> <td>Client Review</td> </tr> <tr> <td>3</td> <td>11/15/18</td> <td>Client Review</td> </tr> </tbody> </table>	#	Date	Description	1	11/18/17	Client Review	2	11/21/17	Client Review	3	11/15/18	Client Review	<p>North</p> <p>Project # 813025</p> <p>Scale: 1" = 10'</p>	<p>Project &amp; Client Name</p> <p><b>Bartlett Park</b>  <b>Universal Playground</b>          Bartlett Park District</p>	<p><b>BUG</b>          Brusseau Design Group, L.L.C.</p> <p> <small>             Landscape Architecture • Land Planning • Preliminary Planning &amp; Design              801 S. Union Avenue, Suite 100, Bartlett, IL 60010              Phone: 630.347.7400 • Fax: 630.347.7401         </small> </p>
#	Date	Description														
1	11/18/17	Client Review														
2	11/21/17	Client Review														
3	11/15/18	Client Review														

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## About the Foundation

The Bartlett Parks Foundation is a 501(c)3 organization created in 2002 to help support the mission of the Bartlett Park District. This includes funding for programs, services, or products that are not financed by tax dollars including the Resident Financial Aid Scholarships, artwork for the community, special events related to environmental education, and other charitable activities. The Foundation Board of Trustees is comprised of active civic members of the community who are appointed to a three-year term. For more information about the Bartlett Parks Foundation please call Jill Wenz (630) 540-4824.



Since 2002 the foundation has donated over \$25,000 to the Bartlett Park District Financial Aid Scholarship program, purchased a variety of art pieces displayed in the Bartlett Community Center, installed bronze statues in a variety of Bartlett parks and facilities, supported events like Earth Day, and partnered with the Park District to provide family fun events. The Foundation is currently focusing their fundraising efforts on building an inclusive playground.

### Foundation Trustees:

Tom Poulos, Chairman

Donna Weir, Treasurer

Ted Lewis, Trustee

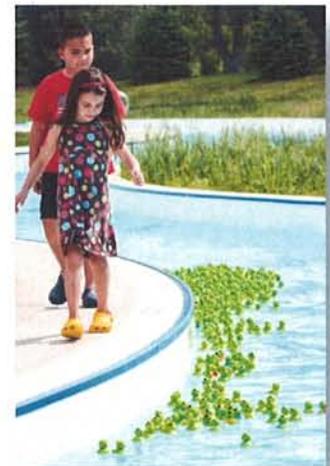
Marianne Cordell, Trustee

Tracy DeBastiani, Vice-Chairperson

Rita Fletcher, Trustee

Ralph Binetti, Trustee

Tom Skelton, Trustee



## How Play Changes Lives

“Play is essential to development because it contributes to the cognitive, physical, social, and emotional well-being of children and youth. Play allows children to use their creativity while developing their imagination, dexterity, and physical, cognitive, and emotional strength. Play is important to healthy brain development. Play allows children to create and explore a world they can master, conquering their fears while practicing adult roles, sometimes in conjunction with other children or adult caregivers. As they master their world, play helps children develop new competencies that lead to enhanced confidence and the resiliency they will need to face future challenges. Undirected play allows children to learn how to work in groups, to share, to negotiate, to resolve conflicts, and to learn self-advocacy skills. When play is allowed to be child driven, children practice decision-making skills, move at their own pace, discover their own areas of interest, and ultimately engage fully in the passions they wish to pursue.”

<http://pediatrics.aappublications.org/content/119/1/182.full>



*Doesn't every child deserve a place where they can develop and be themselves?*



Be a part of this project that will change lives and take the next step in providing a play experience for everyone. A place where a kid has the freedom to be a kid, where they don't get hurt, they can be mobile, play in a fully inclusive setting, foster friendships, and have access to where they want to go.

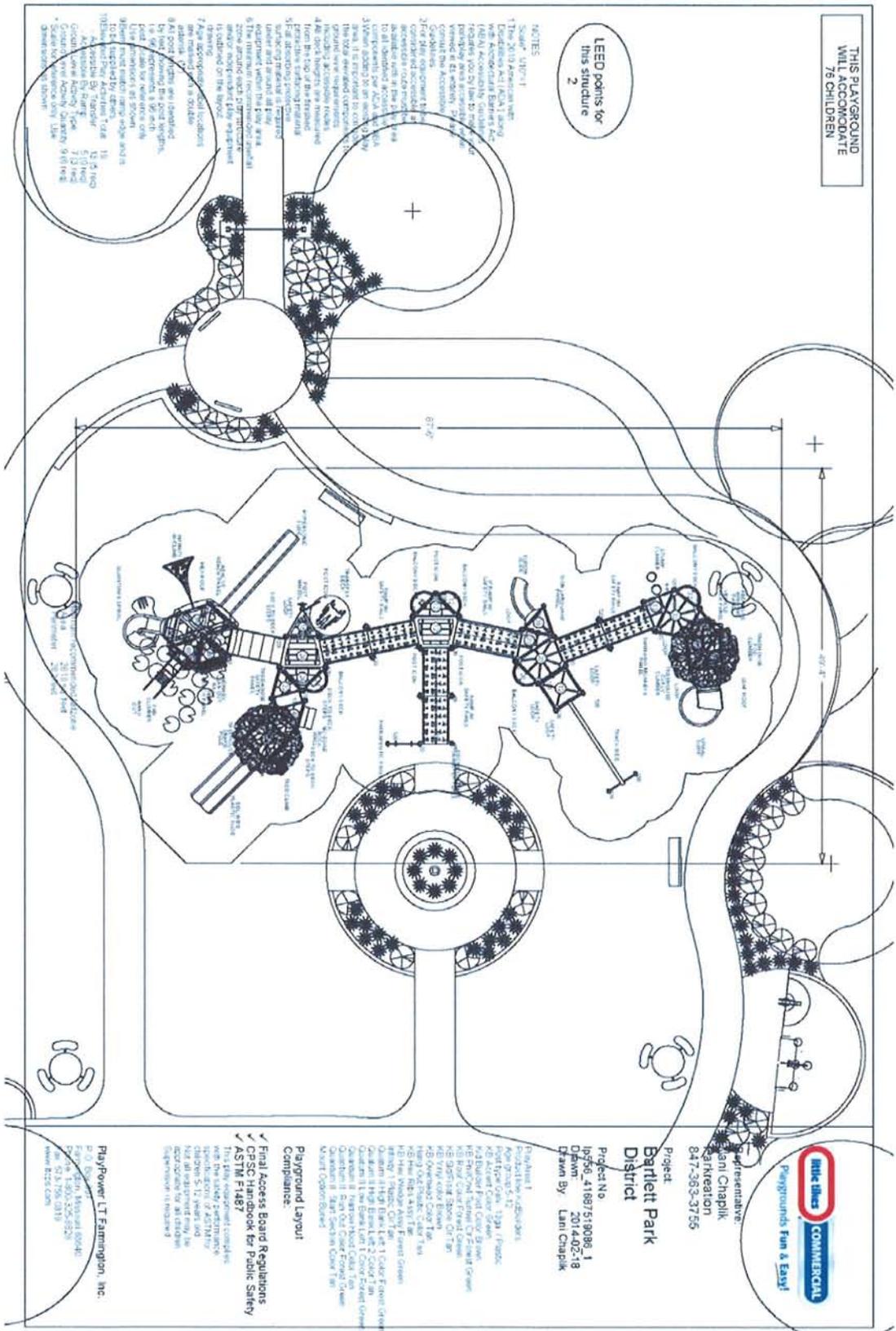
# Bartlett Park Inclusive Playground

Contextual Plan



**BDG**  
**Brusseau Design Group, LLC**  
Landscape Architecture • Land Planning • Recreational Planning & Design  
2018 Madison Avenue, Naperville, IL 60563  
(312) 261-8470 (312) 261-8477 Fax

# Master Plan



THIS PLAYGROUND  
WILL ACCOMMODATE  
75 CHILDREN

LEED points for  
this structure  
2

- NOTES**
1. The 2013 American with Disabilities Act (ADA) requires that all new playground equipment be accessible to children with disabilities. You will need to consult the accessibility consultant for more information.
  2. Consult the accessibility consultant for more information.
  3. When adding to an existing area, it is important to coordinate with the existing equipment and to ensure that the new equipment is accessible to children with disabilities.
  4. All ADA heights are measured from the finished ground surface to the highest accessible horizontal surface.
  5. All ADA clearances are measured from the finished ground surface to the lowest overhead obstruction.
  6. The maximum recommended ground surface depth for a 10-foot structure is 10 inches.
  7. Age appropriate and suitable equipment for children with disabilities is outlined on the report.
  8. All ADA heights are measured from the finished ground surface to the highest accessible horizontal surface.
  9. All ADA clearances are measured from the finished ground surface to the lowest overhead obstruction.
  10. The maximum recommended ground surface depth for a 10-foot structure is 10 inches.
  11. Age appropriate and suitable equipment for children with disabilities is outlined on the report.
  12. All ADA heights are measured from the finished ground surface to the highest accessible horizontal surface.
  13. All ADA clearances are measured from the finished ground surface to the lowest overhead obstruction.
  14. The maximum recommended ground surface depth for a 10-foot structure is 10 inches.
  15. Age appropriate and suitable equipment for children with disabilities is outlined on the report.



Project Representative:  
Lani Chaplik  
Karrington  
847-363-3755

Project:  
**Bartlett Park  
District**

Project No.  
10756\_41687/19088\_1  
Drawn: 2014-02-18  
Drawn By: Lani Chaplik

- Compliance:
- Final Access Board Regulations
  - CPSC Handbook for Public Safety
  - ASTM F1487
- This plan complies with the specifications of ASTM F1487-12 and CPSC Handbook for Public Safety.
- PlayPower LT Farmington, Inc.  
P.O. Box 1000  
Farmington, Missouri 63640  
Phone: 1-800-525-8520  
Fax: 636-271-0310  
www.playpower.com

# Artist Perspective Drawings



# Woodland Forest Treehouse



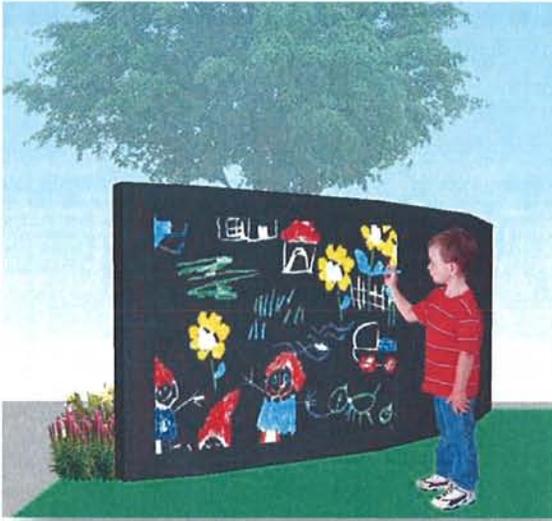
## Treehouse Features:

Treehouse Pod Climber	Spiral Slide	Curly Climber
Swinging Monkeys Panel	Stump Climber	Treehouse Window Pane
Vehicle Reach Panel	Tree Climb	Sign Language Panel
Track Ride	Elbow Slide	Balcony Deck
Transfer Decks	Quantum II Spiral	Ramp w/ Safety Rails
Hypersonic Slide	Therapeutic Rings	Double Wide Plastic Slide
Fan Climber	Infinity Hi Climber	Abacus Reach Panel

**Total Donation: \$285,000**

**Benefits:** Everyone needs recreation that develops skills, promotes good health, relieves stress, facilitates social interactions, and enhances perceived quality of life. Individuals derive many benefits from unstructured play including enhancement in cognitive, physical and emotional skills. This structure will be accessible via wheelchair or other assistive device. A rubberized surface will be included throughout the playground area.

## Sensory Garden and Chalk Wall



### 4 Foot Chalk Wall and Sensory Garden

**Donation \$40,000**

**Benefits:** Leisure experiences promote opportunities for developing equity. Unlike many other environments which people interact, leisure experiences promote opportunities for each individual to maximize her or his own interests and minimize competition. This structure enhances creative ability, motor skills, group interaction and hand-eye coordination.



### Sculpture

**Donation: \$8,000**

**Benefits:** Sculptures provide a relaxing atmosphere, decreasing anxiety or stress levels within individuals. This structure will be placed in an area to promote socialization opportunities.

## Sand Play Area



### Accessible Superscoop

**Donation: \$3,000**

**Benefits:** Weight-bearing and strength-building activities help sustain bone mass and reduce the incidence of trauma-induced fractures. Involvement in a physical recreation activity results in increased lung capacity, reduced resting heart rates and lower blood pressure levels, and a perceived sense of freedom, independence, and autonomy.

### Elevated Sand Table

**Donation: \$10,000**



**Benefits:** Social integration of children and adults with disabilities into community recreation programs offers the chance to develop a positive self-image through successful experiences and satisfying relationships with peers. Integrated play opportunities are stimulating and highly motivating experiences for children with special needs, offering them opportunities to imitate and model the play behavior of typically developing peers.

## The Meadow



### Inclined Web Crawler

**Donation \$15,000**

**Benefits:** Climbing activities help to develop balance, spatial body awareness and hand eye coordination. Physical activity improves overall muscle tone. Fine motor skills in fingers and toes and gross motor skills in legs and arms are developed simultaneously by using this play component.



**The Dragonfly**

### Dragonfly

**Donation \$10,000**

**Benefits:** Physical recreation activities are known to reduce the symptoms of mild or moderate depression and anxiety through improved self-image, social skills, and mental health.

### Mushrooms

**Donation \$3,000**

**Benefits:** Moderate physical recreation activity benefits include a perceived sense of freedom, independence, and autonomy, enhanced self-competence through improved sense of self-worth, self-reliance, and self-confidence, and a heightened ability to socialize with others, including greater tolerance and understanding.



## The Pond & the Sky



### Omni Spinner

**Donation: \$16,000**

**Benefits:** Activities that fill leisure time, performed within a group, strengthen social support ties known to negate stress. Social integration of children and adults with disabilities into community recreation offers the chance to develop a positive self-image through successful experiences and satisfying relationships with peers.

### Cozy Cocoon

**Donation: \$8,000**

**Benefits:** Areas of individual play provide opportunities for improved expressions of and reflection on personal ideals, more balanced competitiveness and a more positive outlook on life.



### Bumblebee

**Donation: \$5,000**

**Benefits:** Among the positive outcomes of physical exertion are improvements in physical health status, psychosocial status, cognitive status, and an improved ability to deal with life, recreation, and community activities. - See more at: <http://source.southuniversity.edu/the-benefits-of-therapeutic-outdoor-recreation-102985.aspx#sthash.Pk5phcbE.dpuf>.



## Spin Cup

**Donation: \$4,000**



**Benefits:** “From the social aspect, people need interaction with each other to find harmony and balance with their lives and with each other. This is very important for people suffering with disabilities, because of the restrictions imposed upon them by their disabilities.” (Dr. A. Ronald Peterson, South University, 2012). The philosophies of empowerment, inclusion, and controlled risk help children to grow developmentally.

## Cattail Spinner (2 total)

**Donation: \$18,000**

**Benefits:** When the recreation activity experience has captivated the participant, this individual brings particular personality styles of learning, motivation, and expectations about the experience to the setting. The person faced with a specific environment, interpreted by the person or not, promotes one or more learning experiences. This structure will be accessible via wheelchair or other assistive device.



## Flower Talk Tube (6 total)

**Donation \$10,000**

**Benefits:** Children can communicate with their friends using the visually appealing, fun flower design. The talk tubes carry messages from one flower to another to create an exciting social activity and cause-effect relationship.

## Musical & Nature Sound Area

### Fun-Semble

**Donation: \$20,000**

**Benefits:** Based on traditional African and Caribbean instruments, the GT Jams Fun-Semble includes 17 instruments that create different tonal and rhythmic sounds. Designed for accessibility and fun for children (and adults) of all ages, Fun-Semble helps children engage in musical, social and collaborative play. Awarded an Able Play® rating from Lekotek. Music therapy is an effective educational and therapeutic tool for both children and adults with forms of disabilities. It is an important learning tool and provides significant memorization assistance.



### Aero Glider

**Donation \$60,000**

**Benefits:** Participants in groups report that these groups help them to feel included, provide a social outlet and furnish opportunities for individuals to make friends and have fun together. This structure will be accessible via wheelchair or other assistive device.



## Swings

**Donation \$15,000**

**Benefits:** Physical activity can improve mental health by improving physical fitness and enhancing opportunities for social interaction. Physical activity can be a practical tool to help fight depression, and reduce anxiety and stress. Other benefits of physical activity include improvement in cardiovascular fitness and endurance, joint flexibility, muscular strength, and balance, along with the reduction in the risk of diabetes and other health related issues and weight control. This structure will be accessible via wheelchair or other assistive device.



**Accessible Swing Seat**

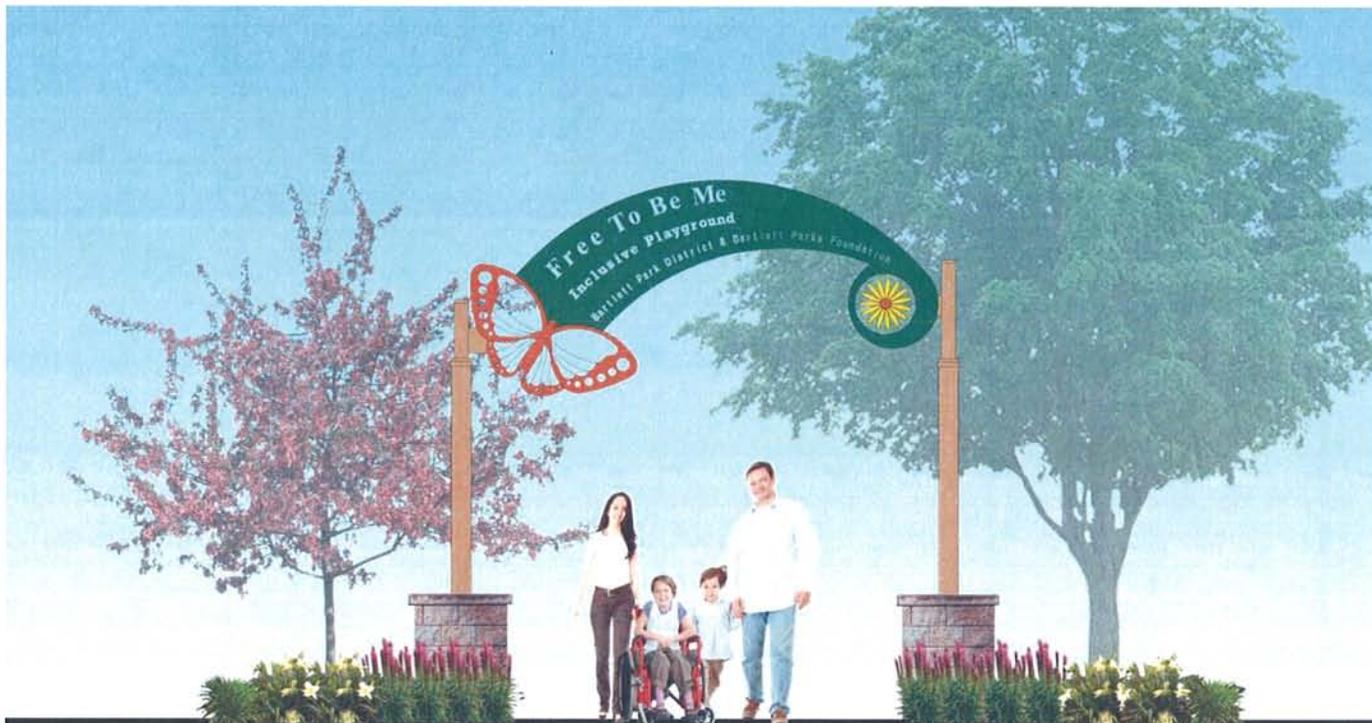


**Full Bucket Swing Seat**



**Single Post Swings**

# Orientation Plaza



Free to Be Me Playground Entry Feature

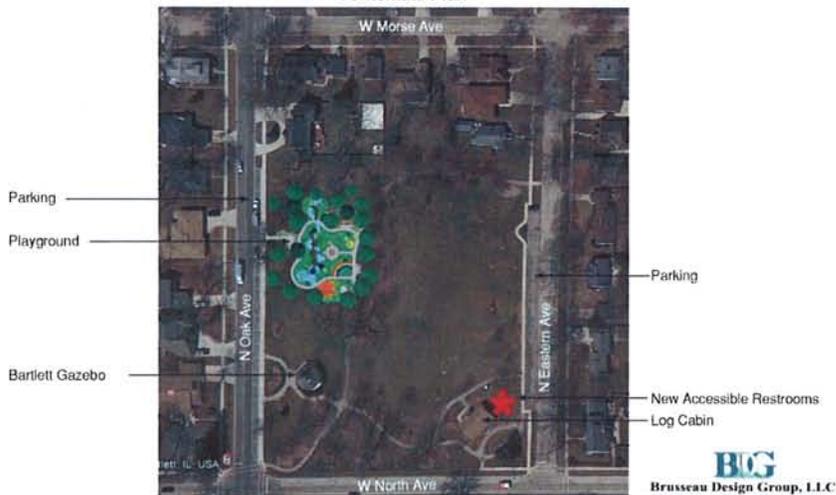
Donation \$45,000

## Bartlett Park Inclusive Playground

Contextual Plan

Accessible Restrooms

Donation \$225,000



## Sponsorship Levels

No donation goes unrecognized. Below are the sponsorship levels that will be used to acknowledge each donor. Each level builds in the recognition and exposure including the benefits of the levels below them.

### **Treetop Level      \$100,000 +**

Name in the Dedication pamphlet, name on engraved boulder at Bartlett Community Center, name on signage at the playground, contribution recognized in one BPD brochure, name listed on Foundation Website with link to business website, and name on the Woodland Forest Treehouse.

### **Forest Level              \$50,000-\$99,999**

Name in the Dedication pamphlet, name on engraved boulder at Bartlett Community Center, name on signage at the playground, contribution recognized in one BPD brochure, and name listed on Foundation Website with link to business website.

### **Riverbed Level            \$25,000-\$49,999**

Name in the Dedication pamphlet, name on engraved copper leaf at Bartlett Community Center, name on signage at the playground, contribution recognized in one BPD brochure, and name listed on Foundation Website

### **Meadow Level            \$10,000-\$24,999**

Name in the Dedication pamphlet, name on engraved copper leaf at Bartlett Community Center, name on signage at the playground, and contribution recognized in one BPD brochure.

### **Rainbow Level            \$5,000-\$9,999**

Name in the Dedication pamphlet, name on engraved copper leaf at Bartlett Community Center, and name on signage at the playground.

### **Sunshine Level          \$1,000-\$4,999**

Name in the Dedication pamphlet, name on engraved brass leaf at Bartlett Community Center, and name on signage at the playground.

### **Lilac Level                \$500-\$999**

Name in the Dedication pamphlet, and name on engraved brass leaf at Bartlett Community Center.

### **Butterfly Level          \$50-\$499**

Name in the Dedication pamphlet.

## Sponsorship Benefits

- Fosters goodwill within the community
- Creates high visibility
- Incorporates health initiatives
- Incorporates values and history
- Leverages corporate outreach and impact
- Maintains corporate presence in the community

*“Playgrounds should be a place where all kids are inspired to participate. I want to take my kids to a place where they blend in with everyone else and for a little while they aren’t defined by their disability but by the play of childhood.” Jennifer Williams (Parent)*

## A Powerful Partnership Opportunity

Playing together is vital to the healthy development of children with and without disabilities. Designed in cooperation with Northwest Special Recreation (NWSRA) this inclusive playground is fully accessible for children with disabilities. This unique playground will allow the interaction of children, parents, and grandparents to play in a safe and stimulating environment.



### Community Fundraising Efforts

Barefoot Snow Stand-January

Wine and Beer Tasting Villa Olivia-February

Fourth of July Turbo Turtle Race-July 4

Twilight Golf Outing-September



# Agenda Item Executive Summary

Item Name National Night Out Tailgate Party Committee Amplifier Permit Request or Board Board

BUDGET IMPACT			
Amount:	N/A	Budgeted	N/A
List what fund	N/A		
EXECUTIVE SUMMARY			
A request for an <b>AMPLIFIER PERMIT</b> to allow a disc jockey as part of the National Night Out Tailgate Party and Twilight Skate Park Bash at Apple Orchard Community Park, 620 W. Stearns Road on Friday, July 29, 2016 from 6:00 P.M. to 10:00 P.M.			
ATTACHMENTS (PLEASE LIST)			
Memo, Application, Location Map			

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:** I hereby move to approve the request for an Amplifier Permit to allow a disc jockey as part of the National Night Out Tailgate Party and Twilight Skate Park Bash at Apple Orchard Community Park, 620 W. Stearns Road on Friday, July 29, 2016 from 6:00 P.M. to 10:00 P.M.

Staff: Jim Plonczynski Date: July 5, 2016

**COMMUNITY DEVELOPMENT MEMORANDUM**

**16-119**

**DATE:** June 23, 2016  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jim Plonczynski, CD Director  
**RE:** Amplifier Permit Request – National Night Out Tailgate Party

---

Attached is the application requesting approval for an Amplifier Permit to allow a disc jockey as part of the National Night Out Tailgate Party and Twilight Skate Park Bash at Apple Orchard Community Park, 620 W. Stearns Road on Friday, July 29, 2016 from 6:00 P.M. to 10:00 P.M.

The petitioner is requesting that the amplifier permit be approved in compliance with Village Ordinance 3-22-2(A) "Except as provided in subsections B and C... no licensee shall use, operate or employ any such device within the Village limits on Sunday, or **after the hour of eight o'clock (8:00) P.M. to the hour of eleven o'clock (11:00) P.M. (prevailing time) of any day** or before the hour of eight o'clock (8:00) A.M. (prevailing time) of any day without the approval of the Bartlett Village Board; no licensee shall use or operate or employ any such device within the radius of two (2) blocks from any hospital or within the radius of two (2) blocks of any church while services are being held therein."

# AMPLIFIER PERMIT APPLICATION

For Office **RECEIVED**  
**COMMUNITY DEVELOPMENT**  
 Permit #:  
 Received: **MAY 27 2016**  
 (Village Stamp)  
**VILLAGE OF BARTLETT**



**Village of Bartlett**  
 Community Development Dept.  
 228 S. Main Street  
 Bartlett, IL 60103  
 Ph: (630) 540-5940  
 Fax: (630) 540-5436  
 E-mail: [CommunityDevelopment@vbartlett.org](mailto:CommunityDevelopment@vbartlett.org)  
 Web: [www.village.bartlett.il.us](http://www.village.bartlett.il.us)

Village Board approval is required for those requests taking place: Mon-Sat. before 8:00 A.M. or after 8:00 P.M., and on Sundays (all day). **Not to exceed 11:00 P.M.**

**APPLICANT MUST COMPLETE AND SIGN APPLICATION**

**PERMIT APPLICANT:**  
Bartlett Police Department, 228 S Main St Bartlett, IL 60103 630-837-0846  
 NAME ADDRESS PHONE

**ADDRESS OF EVENT:** 620 W Stearns Road, Bartlett, IL 60103

**OWNER OF PROPERTY WHERE EVENT WILL BE HELD:**  
Bartlett Park District 696 W Stearns Road, Bartlett, IL 60103 630-540-4800  
 NAME ADDRESS PHONE

**DESCRIPTION OF EVENT:** National Night Out Tailgate Party + Twilight Skate Park Bash - this police-community event encourages families, kids + teens to interact with police + emergency personnel.

**DAY, DATE, BEGINNING & ENDING TIME OF EVENT:** Friday, July 29, 2016 6 PM - 10 PM

**AMPLIFIER DEVICE BEING USED:** (e.g. DJ, live band, stereo) DJ

**CONTRACTOR (if any):** NAME PHONE LICENSE #

(All Contractors/Electricians completing work on any portion of the project must be licensed with the Village of Bartlett).

**SIGNATURE OF APPLICANT:** Jeffrey T. P... 9  
**SIGNATURE OF PROPERTY OWNER:** Ric Felicit

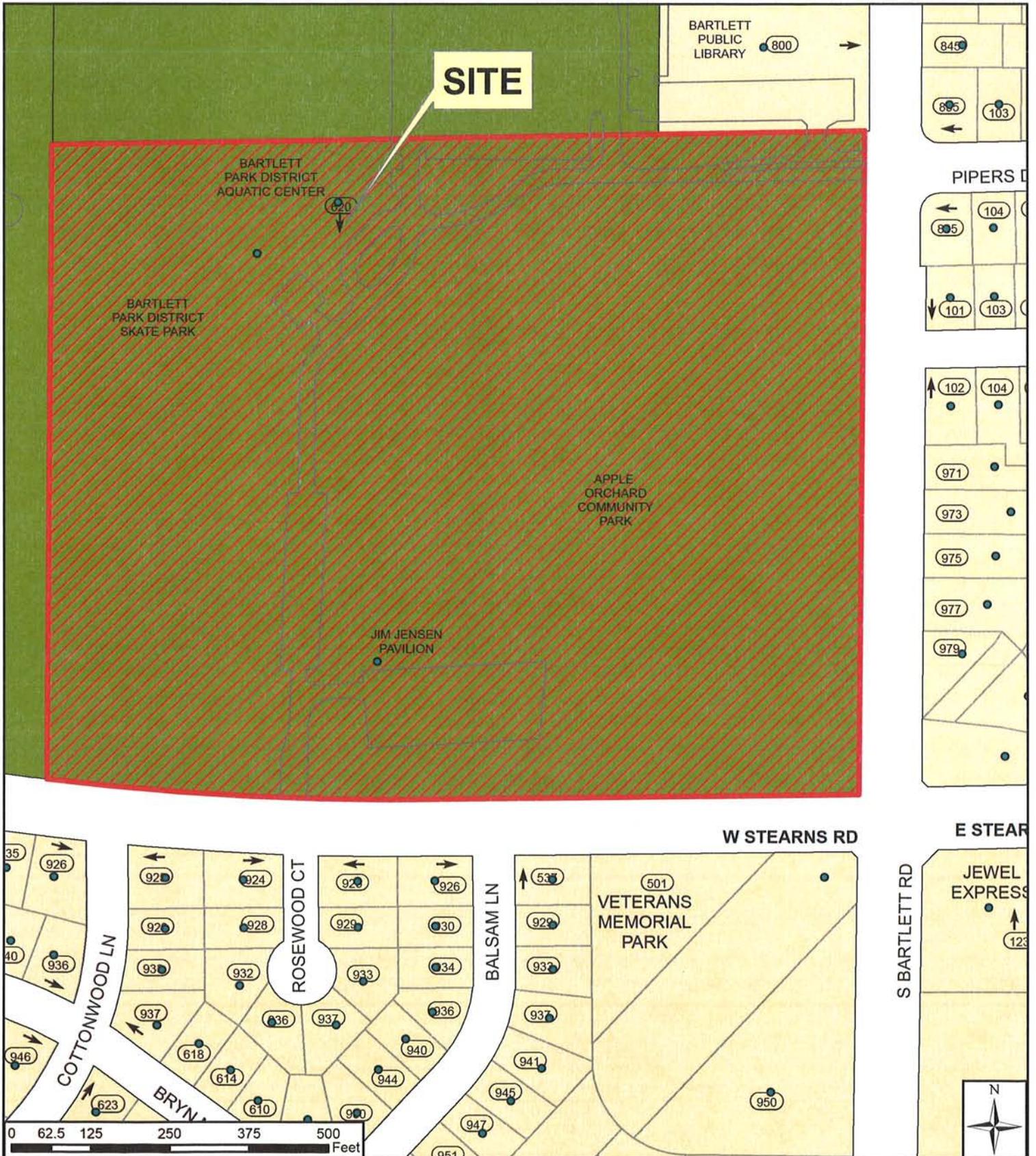
**FOR OFFICE USE ONLY**

Zoning Dist. <u>P-1</u>	FINAL INSPECTION DATE <u>07/30/16</u>	ISSUED BY <u>KCS</u>	TOTAL FEE <u>15.00</u>
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N/A

# LOCATION MAP

620 W. Stearns Rd.





# Agenda Item Executive Summary

Item Name Zomaya Amplifier Permit Request Committee or Board Board

## BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

## EXECUTIVE SUMMARY

A request for an **AMPLIFIER PERMIT** to allow a disc jockey as part of a 16th Birthday Celebration at 691 Gardenia Lane on Friday, July 8, 2016 from 8:00 P.M. to 11:00 P.M.

## ATTACHMENTS (PLEASE LIST)

Memo, Application, Location Map

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:** I hereby move to approve the request from Renee Zomaya for an Amplifier Permit to allow a disc jockey as part of a 16th Birthday Celebration at 691 Gardenia Lane on Friday, July 8, 2016 from 8:00 P.M. to 11:00 P.M.

Staff: Jim Plonczynski Date: July 5, 2016

**COMMUNITY DEVELOPMENT MEMORANDUM**

**16-101**

**DATE:** June 23, 2016  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jim Plonczynski, CD Director  
**RE:** Amplifier Permit Request – Renee Zomaya

---

Attached is the application from Renee Zomaya requesting approval for an Amplifier Permit to allow a disc jockey as part of a 16th Birthday Celebration at 691 Gardenia Lane on Friday, July 8, 2016 from 8:00 P.M. to 11:00 P.M.

The petitioner is requesting that the amplifier permit be approved in compliance with Village Ordinance 3-22-2(A) "Except as provided in subsections B and C... no licensee shall use, operate or employ any such device within the Village limits on Sunday, or **after the hour of eight o'clock (8:00) P.M. to the hour of eleven o'clock (11:00) P.M.** (prevailing time) of any day or before the hour of eight o'clock (8:00) A.M. (prevailing time) of any day without the approval of the Bartlett Village Board; no licensee shall use or operate or employ any such device within the radius of two (2) blocks from any hospital or within the radius of two (2) blocks of any church while services are being held therein."

# AMPLIFIER PERMIT APPLICATION

For Office Use Only:  
Permit #: 201601138  
Received:  
**RECEIVED  
COMMUNITY DEVELOPMENT**  
**MAY 27 2016**



**Village of Bartlett**  
Community Development Dept.  
228 S. Main Street  
Bartlett, IL 60103  
Ph: (630) 540-5940  
Fax: (630) 540-5436  
E-mail: [CommunityDevelopment@vbartlett.org](mailto:CommunityDevelopment@vbartlett.org)  
Web: [www.village.bartlett.il.us](http://www.village.bartlett.il.us)

**VILLAGE OF BARTLETT**  
Village Board **PERMIT** is required for those requests taking place: Mon-Sat. before 8:00 A.M. or after 8:00 P.M., and on Sundays (all day). **Not to exceed 11:00 P.M. Application must be received at least one week prior to the Village Board meeting.**

**APPLICANT MUST COMPLETE AND SIGN APPLICATION**

**PERMIT APPLICANT:**  
Renee Tomaya 691 Gardenia Lane 630-400-8964  
NAME ADDRESS PHONE

**ADDRESS OF EVENT:** 691 Gardenia Ln

**OWNER OF PROPERTY WHERE EVENT WILL BE HELD:**  
Renee Tomaya u u  
NAME ADDRESS PHONE

**DESCRIPTION OF EVENT:** 16th b-day party

**DAY, DATE, BEGINNING & ENDING TIME OF EVENT:** 8pm-11pm  
JULY 8TH

**AMPLIFIER DEVICE BEING USED:** (e.g. DJ, live band, stereo) DJ

**SIGNATURE OF APPLICANT:** Renee Tomaya

**SIGNATURE OF PROPERTY OWNER:** Renee Tomaya

**FOR OFFICE USE ONLY**

Zoning Dist. <u>SR-4</u>	FINAL INSPECTION DATE <u>07/11/16</u>	ISSUED BY <u>KCS</u>	TOTAL FEE <u>15.00</u>
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PD





# Agenda Item Executive Summary

Item Name Parikh Amplifier Permit Request Committee or Board Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

A request for an **AMPLIFIER PERMIT** to allow for a stereo & speakers for a Wedding at 1353 Vernon Ln. on Wednesday, August 3<sup>rd</sup> & Thursday, August 4<sup>th</sup>, 2016 from 4:00 P.M. to 11:00 P.M.

## ATTACHMENTS (PLEASE LIST)

Memo, Application, Location Map

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion I hereby move to approve the request of Paresh Parikh for an Amplifier Permit to allow for a stereo & speakers for a Wedding on Wednesday, August 3<sup>rd</sup> & Thursday, August 4<sup>th</sup>, 2016 from 4:00 P.M. until 11:00 P.M. at 1353 Vernon Ln.

Staff: Jim Plonczynski Date: July 5, 2016

**COMMUNITY DEVELOPMENT MEMORANDUM**

**16-113**

**DATE:** June 22, 2016  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jim Plonczynski, CD Director  
**RE:** Amplifier Permit Request – Parikh

---

Attached is the application requesting approval for an Amplifier Permit to allow a stereo & speakers as part of a Wedding at 1353 Vernon Ln. on Wednesday, August 3<sup>rd</sup> & Thursday, August 4<sup>th</sup>, 2016 from 4:00 P.M. to 11:00 P.M.

The petitioner is requesting that the amplifier permit be approved in compliance with Village Ordinance 3-22-2(A). "Except as provided in subsections B and C... no licensee shall use, operate or employ any such device within the Village limits on Sunday, or **after the hour of eight o'clock (8:00) P.M. to the hour of eleven o'clock (11:00) P.M. (prevailing time) of any day** or before the hour of eight o'clock (8:00) A.M. (prevailing time) of any day without the approval of the Bartlett Village Board; no licensee shall use or operate or employ any such device within the radius of two (2) blocks from any hospital or within the radius of two (2) blocks of any church while services are being held therein."

# AMPLIFIER PERMIT APPLICATION

**For Office Use Only:**  
Permit #: 201601268  
Received:  
**RECEIVED  
COMMUNITY DEVELOPMENT**



**Village of Bartlett**  
Community Development Dept.  
228 S. Main Street  
Bartlett, IL 60103  
Ph: (630) 540-5940  
Fax: (630) 540-5436  
E-mail: [CommunityDevelopment@vbartlett.org](mailto:CommunityDevelopment@vbartlett.org)  
Web: [www.village.bartlett.il.us](http://www.village.bartlett.il.us)

**JUN 06 2016**

Village Board approval is required for those requests taking place: Mon-Sat. before 8:00 A.M. or after 8:00 P.M., and on Sundays (all day). **Not to exceed 11:00 P.M.**

**APPLICANT MUST COMPLETE AND SIGN APPLICATION**

**PERMIT APPLICANT:**

PARESH & Kinnari Parikh 1353 vernon LN Bartlett IL 630-290-36  
NAME ADDRESS PHONE

**ADDRESS OF EVENT:** 1353 vernon LN Bartlett IL 60103

**OWNER OF PROPERTY WHERE EVENT WILL BE HELD:** 2909

Kinnari Parikh 1353 vernon LN Bartlett IL 630-290-3652  
NAME ADDRESS PHONE

**DESCRIPTION OF EVENT:** Daughter's wedding

**DAY, DATE, BEGINNING & ENDING TIME OF EVENT:** 8/3/2016 - 8/4/2016  
Wed: 8/3/2016 → 4:00 P.M. - 11:00 P.M.  
Thurs. 8/4/2016 → 4:00 P.M. - 11:00 P.M.

**AMPLIFIER DEVICE BEING USED:** (e.g. DJ, live band, stereo) Stereo, speakers

**CONTRACTOR (if any):** \_\_\_\_\_  
NAME PHONE LICENSE #

(All Contractors/Electricians completing work on any portion of the project must be licensed with the Village of Bartlett).

**SIGNATURE OF APPLICANT:** K.P. Parikh

**SIGNATURE OF PROPERTY OWNER:** K.P. Parikh

**FOR OFFICE USE ONLY**

Zoning Dist. <u>SR3 PUD</u>	FINAL INSPECTION DATE	ISSUED BY <u>[Signature]</u>	TOTAL FEE <u>15.00</u>
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cash

# LOCATION MAP

1353 VERNON LN





# Agenda Item Executive Summary

Item Name Persenaire Amplifier Permit Request Committee or Board Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

A request for an **AMPLIFIER PERMIT** to allow for a live band for an Annual Summer Party at 488 Knoll Crest Dr. on Saturday, July 23<sup>rd</sup>, 2016 from 6:00 P.M. to 10:00 P.M.

## ATTACHMENTS (PLEASE LIST)

Memo, Application, Location Map

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion I hereby move to approve the request of James Persenaire for an Amplifier Permit to allow for a live band for an Annual Summer Party on Saturday, July 23<sup>rd</sup>, 2016 from 6:00 P.M. until 10:00 P.M. at 488 Knoll Crest Dr.

Staff: Jim Plonczynski Date: July 5, 2016

**COMMUNITY DEVELOPMENT MEMORANDUM**

**16-122**

**DATE:** June 22, 2016  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jim Plonczynski, CD Director  
**RE:** Amplifier Permit Request – Persenaire

---

Attached is the application requesting approval for an Amplifier Permit to allow a live band as part of an Annual Summer Party at 488 Knoll Crest Dr. on Saturday, July 23<sup>rd</sup>, 2016 from 6:00 P.M. to 10:00 P.M.

The petitioner is requesting that the amplifier permit be approved in compliance with Village Ordinance 3-22-2(A) "Except as provided in subsections B and C... no licensee shall use, operate or employ any such device within the Village limits on Sunday, or **after the hour of eight o'clock (8:00) P.M. to the hour of eleven o'clock (11:00) P.M. (prevailing time) of any day** or before the hour of eight o'clock (8:00) A.M. (prevailing time) of any day without the approval of the Bartlett Village Board; no licensee shall use or operate or employ any such device within the radius of two (2) blocks from any hospital or within the radius of two (2) blocks of any church while services are being held therein."

# AMPLIFIER PERMIT APPLICATION

For Office Use Only:  
Permit #: 201601288  
Received: **RECEIVED**  
**COMMUNITY DEVELOPMENT**  
**JUN 13 2016**



**Village of Bartlett**  
Community Development Dept.  
228 S. Main Street  
Bartlett, IL 60103  
Ph: (630) 540-5940  
Fax: (630) 540-5436  
E-mail: [CommunityDevelopment@vbartlett.org](mailto:CommunityDevelopment@vbartlett.org)  
Web: [www.village.bartlett.il.us](http://www.village.bartlett.il.us)

## VILLAGE OF BARTLETT

Village Board approval is required for those requests taking place: Mon-Sat. before 8:00 A.M. or after 8:00 P.M., and on Sundays (all day). **Not to exceed 11:00 P.M. Application must be received at least one week prior to the Village Board meeting.**

### APPLICANT MUST COMPLETE AND SIGN APPLICATION

#### PERMIT APPLICANT:

James Persenaire 488 Knoll Crest Dr. (847) 337-6635  
NAME ADDRESS PHONE

ADDRESS OF EVENT: 488 Knoll Crest Dr. Bartlett, IL 60103

#### OWNER OF PROPERTY WHERE EVENT WILL BE HELD:

James Persenaire 488 Knoll Crest Dr. Bartlett (847) 337-6635  
NAME ADDRESS PHONE

DESCRIPTION OF EVENT: Annual Summer Party for family & close friends

DAY, DATE, BEGINNING & ENDING TIME OF EVENT: July 23rd, 6pm party, ≈ 8pm band, ending 10pm Saturday

AMPLIFIER DEVICE BEING USED: (e.g. DJ, live band, stereo) Live Band

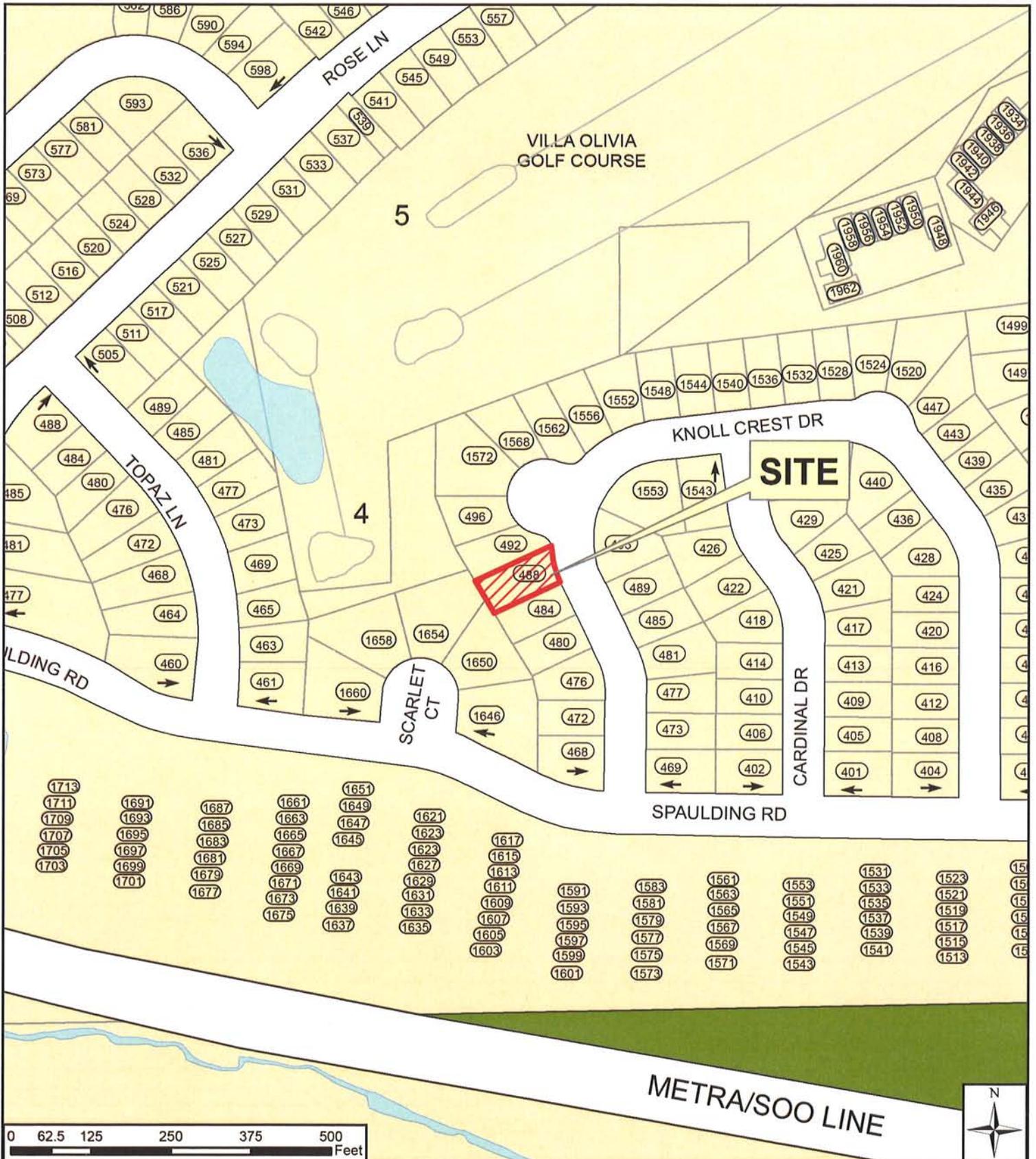
SIGNATURE OF APPLICANT:   
SIGNATURE OF PROPERTY OWNER: 

### FOR OFFICE USE ONLY

Zoning Dist.	FINAL INSPECTION DATE	ISSUED BY	TOTAL FEE 15.00 <i>80</i> <i>#2951</i>
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# LOCATION MAP

488 Knoll Crest Dr.





# Agenda Item Executive Summary

Regency Oaks Subdivision  
Item Name Amplifier Permit Request Committee or Board Board

BUDGET IMPACT			
Amount:	N/A	Budgeted	N/A
List what fund	N/A		
EXECUTIVE SUMMARY			
A request for an <b>AMPLIFIER PERMIT</b> to allow for a live band for the Regency Oaks Block Party at Regency Oaks Subdivision on Saturday, July 30, 2016 from 3:00 P.M. to 11:00 P.M.			
ATTACHMENTS (PLEASE LIST)			
Memo, Application, Location Map			

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion I hereby move to approve the request of Martin Jackson for an Amplifier Permit to allow for a live band for the Regency Oaks Block Party on Saturday, July 30, 2016 from 3:00 P.M. until 11:00 P.M. at Regency Oaks Subdivision

Staff: Jim Plonczynski Date: July 5, 2016

**COMMUNITY DEVELOPMENT MEMORANDUM**

**16-132**

**DATE:** June 27, 2016  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jim Plonczynski, CD Director  
**RE:** Amplifier Permit Request – Regency Oaks Subdivision

---

Attached is the application requesting approval for an Amplifier Permit to allow a live band as part of the Regency Oaks Block Party at Regency Oaks Subdivision on Saturday, July 30<sup>th</sup>, 2016 from 3:00 P.M. to 11:00 P.M.

The petitioner is requesting that the amplifier permit be approved in compliance with Village Ordinance 3-22-2(A) "Except as provided in subsections B and C... no licensee shall use, operate or employ any such device within the Village limits on Sunday, or **after the hour of eight o'clock (8:00) P.M. to the hour of eleven o'clock (11:00) P.M. (prevailing time) of any day** or before the hour of eight o'clock (8:00) A.M. (prevailing time) of any day without the approval of the Bartlett Village Board; no licensee shall use or operate or employ any such device within the radius of two (2) blocks from any hospital or within the radius of two (2) blocks of any church while services are being held therein."

# AMPLIFIER PERMIT APPLICATION

**For Office Use Only:**  
Permit #: 201601560  
Received: **RECEIVED**  
**COMMUNITY DEVELOPMENT**  
(Village Stamp)  
**JUN 27 2016**



**Village of Bartlett**  
Community Development Dept.  
228 S. Main Street  
Bartlett, IL 60103  
Ph: (630) 540-5940  
Fax: (630) 540-5436  
E-mail: [CommunityDevelopment@vbartlett.org](mailto:CommunityDevelopment@vbartlett.org)  
Web: [www.village.bartlett.il.us](http://www.village.bartlett.il.us)

**VILLAGE OF  
BARTLETT**

Village Board approval is required for those requests taking place: Mon-Sat. before 8:00 A.M. or after 8:00 P.M., and on Sundays (all day). **Not to exceed 11:00 P.M.**

**APPLICANT MUST COMPLETE AND SIGN APPLICATION**

**PERMIT APPLICANT:**

Martin A. Jackson 145 Regency Dr 630-800-9140  
NAME ADDRESS PHONE

**ADDRESS OF EVENT:** Regency Oaks Sub-division

**OWNER OF PROPERTY WHERE EVENT WILL BE HELD:**

NAME ADDRESS PHONE

**DESCRIPTION OF EVENT:** Regency Oaks Block Party

**DAY, DATE, BEGINNING & ENDING TIME OF EVENT:** Sat 7-30-16 3pm-11pm

**AMPLIFIER DEVICE BEING USED:** (e.g. DJ, live band, stereo)

**CONTRACTOR (if any):** None  
NAME PHONE LICENSE #

(All Contractors/Electricians completing work on any portion of the project must be licensed with the Village of Bartlett).

**SIGNATURE OF APPLICANT:** Martin A. Jackson

**SIGNATURE OF PROPERTY OWNER:** same

**FOR OFFICE USE ONLY**

Zoning Dist. <u>PD</u>	FINAL INSPECTION DATE	ISSUED BY <u>smj</u>	TOTAL FEE <u>15.00 Pd</u>
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# LOCATION MAP

## Regency Oaks Subdivision





# Agenda Item Executive Summary

Item Name U-46 School Resource Officer Contract 2016-17 Committee or Board Board

## BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

## EXECUTIVE SUMMARY

Attached is a resolution for approving the U-46 2016-17 contract for them to provide us with reimbursement in exchange for assigning two officers; one to the Middle School and the other to the High School for the school year.

## ATTACHMENTS (PLEASE LIST)

- Memorandum requesting this item be placed on the Agenda
- Resolution
- U-46 2016-17 Contract

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion
- 

**MOTION:** I move the passage of Resolution 2016- \_\_\_\_\_, a resolution approving the agreement between the Village of Bartlett and School District U-46 providing for a School Resource Officer.

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

**POLICE DEPARTMENT MEMORANDUM  
16-34**

**DATE:** June 21, 2016  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Kent F.A. Williams, Chief of Police   
**RE:** Updated School District U-46 Bartlett School Resource Officer Contract

Attached please find the 2016-17 School District U-46 school resource officer contract. As you are aware, U-46 provides us with reimbursement in exchange for assigning two officers to the Middle and High Schools. Either side may terminate the agreement with 30 days notice.

With your approval I recommend placing this contract on the July 5<sup>th</sup> Village Board Agenda for their consideration.

**RESOLUTION 2016- -R**

**A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE  
VILLAGE OF BARTLETT AND SCHOOL DISTRICT U-46 PROVIDING  
FOR A SCHOOL RESOURCE OFFICER**

---

**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 Agreement Between the Village of Bartlett and School District U-46 Providing for a School Resource Officer dated July 5, 2016 (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** That the Village Administrator 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 Giles, Village Clerk

### **CERTIFICATION**

I, Lorna Giles, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois and that the foregoing is a true, complete and exact copy of Resolution 2016- -R enacted on July 5, 2016 and approved on July 5, 2016 as the same appears from the official records of the Village of Bartlett.

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

**AGREEMENT  
BETWEEN THE VILLAGE OF BARTLETT AND SCHOOL DISTRICT U-46 PROVIDING FOR A  
School Resource Officer**

This Agreement is entered into this 5<sup>th</sup> day of July, by and between the Village of Bartlett, Illinois, a municipal corporation and the Board of Education of School District U-46 (the "District").

**WHEREAS**, the District desires to have, on a contract basis, School Resource Officers ("SROs") detailed to the District's Schools.

**WHEREAS**, the *VILLAGE OF BARTLETT* is willing to provide such SROs in exchange for the payment outlined in this Agreement; and

**WHEREAS**, both the 1970 Illinois Constitution, (Article VII, Section 10) and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorize and encourage intergovernmental cooperation; and

**WHEREAS**, both the *VILLAGE OF BARTLETT* and the District are interested in promoting the safety and security of the staff, students and school premises in the District; and

**WHEREAS**, the *VILLAGE OF BARTLETT* and the District have entered into similar Intergovernmental Agreements for said SROs and that all previous said Intergovernmental Agreements are terminated and that the terms and conditions of this Intergovernmental Agreement will be binding between the parties for the services of SROs.

**NOW, THEREFORE**, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the parties hereto agree as follows:

**SECTION 1. INCORPORATION OF RECITALS**

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

**SECTION 2. TERM**

The services under this Agreement shall commence on August 1, 2016 and continue in full force and effect until July 31, 2017.

### **SECTION 3. PURPOSE**

The purpose of the School Resource Officer Program is to facilitate, promote, and help maintain a safe, secure, and nurturing school learning environment that is flexible in meeting the academic, social, and emotional needs of each student. By establishing a working relationship with school personnel, a cooperative effort to prevent juvenile delinquency is formed. Having law enforcement officers on campus is intended to promote positive attitudes regarding the role of law enforcement in society, and inform students of their rights and responsibilities as lawful citizens.

### **SECTION 4. OBLIGATIONS AND RESPONSIBILITIES OF VILLAGE OF BARTLETT THROUGH ITS POLICE DEPARTMENT**

#### **4.0 Provide Police SROs to the District for Interview**

If and when the position of SRO is vacant, the Village of Bartlett Police Department will provide to the District qualified candidates to interview. The school, District and Police Department shall build a collective consensus for the final selection. The Police Department candidates shall have the following qualifications:

1. Special interest and understanding of juveniles, Juvenile Law, constitutional protections, and their problems and concerns;
2. Strong, effective leadership abilities;
3. Positive, proactive attitude; excellent interpersonal and problem-solving skills; ability to resolve conflicts; verbal, written communication;
4. Self-motivated; ability to work with minimal supervision;
5. Ability to interact effectively and productively with the Police Department, courts, school staff, students and parents;
6. Experience in and knowledge of drug and gang awareness;
7. Non-probationary police employee;
8. Excellent attendance record.

#### **4.1 Organizational Relationships:**

The Police Department shall assign to the District on a full-time basis the officer chosen to act as the SRO. The SRO shall report to the school's principal or principals. However, the SRO will remain an employee of the VILLAGE OF BARTLETT and all personnel rules applicable to the Village of Bartlett's police officers shall continue to apply to the SRO, and the SRO will at all times abide by all personnel rules of the Police Department. Moreover, the *VILLAGE OF BARTLETT* shall be fully responsible for all employee-related obligations.

#### 4.2 Duties and Responsibilities of SRO

The duties and responsibilities of the SRO assigned to the District shall include, but not be limited to, the following:

1. Enforce all laws and municipal ordinances to coordinate our efforts to provide a safe and nurturing school learning experience that is flexible in meeting the academic, social, and emotional needs of each student;
2. School Resource Officers are not school disciplinarians, and will not enforce the Student Code of Conduct.
3. Provide information and give presentations to students, staff and parents to support and empower schools to be welcoming centers of family and community engagement;
4. Appear and testify in court proceedings and school suspension review and expulsion hearings as necessary, unless said appearance and/or testimony would interfere with any pending or reasonably contemplated law enforcement proceedings and/or criminal investigation;
5. Be proactive regarding patterns of delinquency, street gang membership and activity and problem areas around the school to strive toward prevention, operational excellence and efficiency;
6. Assist school personnel with managing escalated and agitated clients, crowd control and vehicle traffic patterns to strive toward prevention, operational excellence and efficiency;
7. Maintain open communication with school personnel in an attempt to identify individuals or conditions that could result in delinquent behavior, formulate prevention plans and identify proactive solutions;
8. Maintain and report to the District a record of reported criminal incidents and arrest activities.

4.3 District and *VILLAGE OF BARTLETT* to agree on Modifications to Duties and Responsibilities

The District retains the right to add, delete, and update essential job duties and responsibilities as necessary, subject to approval of the *VILLAGE OF BARTLETT*.

#### 4.4 Level of Service

Based upon the operational needs of the Village of Bartlett's Police Department in any unusual circumstances as determined by the Chief of Police, the level of service provided to District under this agreement shall be at the discretion of the Chief of Police with adjustments in payments by District accordingly.

#### 4.5 Additional Services.

Any and all necessary backup services, including equipment and personnel, required to assist SROs in the performance of their obligations under this Agreement shall be at the sole discretion and control of the Chief of Police of the *VILLAGE OF BARTLETT*.

#### 4.6 Crime Reports and Notification of arrest or law enforcement action.

1. SROs are required to submit a monthly crime report to the District School Board designee, District of School Safety, which includes reported crimes that occurred on school property.
2. Unless exigent circumstances exist, the SRO or police officer working in the absence of the SRO under this agreement, arrests a student for a school offense, the SRO will report that arrest or law enforcement action to the school principal.
3. Unless exigent circumstances exist, the SRO or police officer working in the absence of the SRO under this agreement, arrests a District school employee or contracted employee for an offense related to their duties as employees or contracted employees of the School District, the SRO or police officer working in the absence of the SRO under this agreement, will report that arrest or law enforcement action to the school principal.

## **SECTION 5. OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES FOR SRO COMPENSATION**

### **5.1 Payment**

District shall reimburse the *VILLAGE OF BARTLETT* for officers assigned to schools as provided for herein. Upon the selection of any officer, the *VILLAGE OF BARTLETT* shall provide the District with a statement in a form substantially similar to Exhibit A, attached hereto and made a part hereof, setting forth the cost of the SRO as a non-probationary police officer's salary.

### **5.2 Overtime costs.**

District further agrees to only pay the overtime cost incurred by the *VILLAGE OF BARTLETT* wherever a principal or district administrator requests the SRO for school sponsored events/activities. Said overtime costs will be the responsibility of the District. An hourly overtime rate shall be listed in Exhibit A. All overtime hours must first be approved by the school's principal. Oral requests for overtime services made less than 24 hours before the commencement of the overtime shall constitute District approval of the overtime hours; all other requests for overtime shall be in writing and delivered to the SRO more than 24 hours in advance of the commencement of the overtime work. District will not pay unapproved overtime.

### **5.3 Overtime Reports.**

All SROs will submit overtime reports on a weekly basis to the respective principals for approval on the District's designated form for accounting purposes. The SRO will also complete an *VILLAGE OF BARTLETT* overtime form and submit same for his/her supervisors for approval.

5.4 The *VILLAGE OF BARTLETT* will pay the SRO's costs as agreed upon and shall invoice District in 10 monthly increments for District financial obligations as set forth above.

5.5 The *VILLAGE OF BARTLETT* will bill the District on a monthly basis for all overtime costs.

## **SECTION 6. ACCOMODATIONS**

The District will provide office space and the following commodities necessary to accomplish the objectives set forth above: Private office, District computer with access codes, District office phone, District view capability of camera systems, Key Fob for the Electronic Access Control System, keys for appropriate/necessary interior and exterior access, VLAN and IP based access through the District computer network that allows the SRO access to municipal computer systems, District administrative level access on

District Internet access to conduct investigations, and a District two-way radio with frequencies for all District schools and District area wide networks.

**SECTION 7. STAFFING**

The *VILLAGE OF BARTLETT* will assign police SROs to serve as a SRO for the school calendar year, of which the SRO shall work eight (8) hours per day. The *VILLAGE OF BARTLETT* shall assign SROs to the following schools and/or assignments:

*Bartlett High School*

*Eastview Middle School*

**SECTION 8. ABSENCE OF EMPLOYEES**

In the event of the unavailability of any SRO due to sickness, injury, use of benefit time, or any other reason, such SRO shall be temporarily replaced by another *VILLAGE OF BARTLETT* police employee as determined by the Chief of Police at no additional cost to the District. The SRO may be required to attend training sessions during a duty day. Said training sessions will be scheduled on school SIP, institution days and school holidays when possible. In the event of any absence or other unavailability of any assigned SRO, any replacement shall be trained. In any such instance, the *VILLAGE OF BARTLETT* shall provide prompt notice to the applicable school as to the nature of the absence, the expected duration, and the identity of the replacement SRO.

**SECTION 9. TERMINATION**

Either party may terminate this Agreement at any time by providing the other party with at least thirty (30) days prior written notice of such termination. In addition, the parties may terminate this Agreement by mutual consent and agreement. In the event of emergency, safety issue, or any other condition that constitutes a substantial threat to the health or safety of students, employees or others at the school or District, as determined by the District in its sole reasonable discretion, the District may immediately suspend this Agreement until such condition has been remedied to the District's satisfaction.

## SECTION 10. INDEMNIFICATION

10.1 The District shall and hereby does indemnify and hold harmless the *VILLAGE OF BARTLETT*, its officials, officers, agents, employees and assigns against any claims, demands, loss, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from or in connection with the activities contemplated hereunder, provided that said claims, demands, costs and expenses have not been caused by the negligence or willful misconduct of the SROs, the *VILLAGE OF BARTLETT*, its officers or employees.

10.2 The *VILLAGE OF BARTLETT* shall and does hereby indemnify and hold harmless the District, its employees, volunteers and agents against any claims, demands, loss, costs and expenses, including attorney's fees for the defense thereof, arising from or in connection with the negligence or willful misconduct of the SROs, the *VILLAGE OF BARTLETT*, its police department or its employees provided that said claims, demands, costs and expenses have not been caused by the negligence or willful misconduct of the District, its employees, volunteers, and/or agents.

10.3 Notwithstanding any provisions herein to the contrary, this Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the District and/or *VILLAGE OF BARTLETT* and/or any of their respective officials, officers, employees, volunteers and or/agents.

10.4 Notwithstanding any provisions herein to the contrary, the insurance company, self-insurance pool, risk pool provider, self-insured party, or similar entity of the party providing the indemnification shall be allowed to raise, on behalf of the other party, any and all defenses statutory and/or common law to such claim or action which the other party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 75 ILCS § 10/1-101 *et seq.*

## **SECTION 11. STUDENT RECORDS:**

11.1 All records maintained in connection with the school or its students shall be the sole property of the District and shall be maintained at the District in accordance with all applicable State and Federal laws and regulations. The parties further agree to comply with all state and federal laws and regulations governing the release of these records. In addition, *VILLAGE OF BARTLETT* and any person handling such records on its behalf shall comply with the Illinois School Student Records Act, 105 ILCS 10/1 *et seq.*, and all corresponding regulations.

11.2 All records maintained in connection with the police department shall be the sole property of the *VILLAGE OF BARTLETT* and shall be maintained by the *VILLAGE OF BARTLETT* in accordance with all applicable State and Federal laws and regulations. The parties further agree to comply with all state and federal laws and regulations, including a reciprocal reporting agreement, if applicable, governing the release of these records.

## **SECTION 12. GENERAL PROVISIONS**

### 12.0 Amendment

Any terms or conditions of this Agreement may be deleted or altered only by written agreement to this Agreement, duly executed by the *VILLAGE OF BARTLETT* and the District.

### 12.1 Severability

If any provision of this Agreement shall be held or deemed to be, or shall in fact be inoperative or unenforceable in any particular case or in all cases for any reason, this shall not render the provision in question inoperative or unenforceable in any other case or circumstances, or render any other provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in the Agreement shall not affect the remaining portions of the Agreement or any part thereof.

## 12.2 Interpretation

Any headings of the Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative words of other genders. Words importing the singular shall include the plural and vice versa, unless the context shall otherwise indicate. All references to any such person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms and conditions of the Agreement.

## 12.3 Assignment/Binding Effect

Neither party hereto may assign their respective rights and duties hereunder except upon prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, legal representatives and successors in interest.

## 12.4 Waiver of Breach

If either party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by either party or prevent either party from enforcing such provisions.

## 12.5 Merger Clause, Amendment

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties hereto.

## 12.6 Counterparts

This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

12.7 Compliance with All Laws

The *VILLAGE OF BARTLETT* and the District shall at all times observe and comply with the laws, ordinances, regulations and codes of Federal, State, County and other local government agencies, which may in any manner affect the performance of this Agreement.

12.8 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law. Venue for any state action shall be in the Circuit Court for the Sixteenth Judicial District, Kane County and venue for any federal action shall be in the Northern District of Illinois.

12.9 Disclaimer of Relationship

Nothing contained in this Agreement, nor any act of the *VILLAGE OF BARTLETT* or the District, respectively, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the *VILLAGE OF BARTLETT* or the District respectively.

12.10 Notice

Any and all notices required to be delivered hereunder shall be deemed delivered when and if personally delivered, or mailed by registered or certified mail, return receipt requested, postage prepaid (or sent by a recognized overnight courier service with instructions and payment for delivery on the next business day) to the parties as set forth below:

If to the District:

Chief Executive Officer  
School District U-46  
355 East Chicago Street  
Elgin, IL 60120-6543

If to *VILLAGE OF BARTLETT*:

Chief of Police  
Village of Bartlett  
228 South Main Street  
Bartlett, IL 60103

Either party hereto may change the names and address of the designee to whom notice shall be sent by giving written notice of such change to the other party hereto in the same manner as all other notices are required to be delivered hereunder. Notice as provided herein does not waive service of summons or process.

VILLAGE OF BARTLETT

SCHOOL DISTRICT U-46

By: \_\_\_\_\_  
Village of Bartlett Manager

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

Attest:  
  
\_\_\_\_\_  
Village of Bartlett Clerk

Attest:  
  
\_\_\_\_\_  
Secretary

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

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

**EXHIBIT A:  
COST WORKSHEET**

2016-17	<i>VILLAGE OF BARTLETT</i>		
<b>Cost Worksheet</b>			
			Annual
	Number of payments		Cost
Police Officer's annual salary cost as provided by <i>VILLAGE OF BARTLETT</i>			\$64,130
Number of school officers provided		(number of officers)	2
Total cost of officers for schools			\$128,260
For billing purposes (Sept through June)	10 invoices		\$12,826
Remaining Cost to <i>VILLAGE OF BARTLETT</i>			
<b>Overtime hourly Rate for SRO for budgeting</b>			<b>\$65.51</b>

IN WITNESS WHEREOF, the Parties have entered into this Addendum as of the date set forth below.

**VILLAGE OF BARTLETT**

**School District U-46**

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

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

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

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

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

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

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

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



# Agenda Item Executive Summary

Item Name      Reconsideration and Amended Contract with Williams Architects for New Police Facility      Committee or Board      Board

## BUDGET IMPACT

Amount:      \$1,396,662 to \$1,565,084      Budgeted      Yes

List what fund      Capital Projects

## EXECUTIVE SUMMARY

On June 21, 2016, the Village Board approved of a contract for Architectural Services with Williams Architects regarding a new police facility. However, there have been some questions raised regarding the percentage charged for basic services and a minimum fee stipulation. In the Williams Architect contract approved on June 21, 2016 the percentage charged for Basic Services, which are based on a percentage of the total construction cost, was 7.25% with a minimum fee of not less than \$1,160,000.

In the amended contract Williams has agreed to a 7% fee for basic services. The basic services fee is calculated on the total building construction costs, which is \$15,518,019- \$17,389,823. This makes the savings realized from the elimination of the .25% between \$38,795 and \$43,475. Williams has also agreed to eliminate the minimum fee for basic services.

Should the Village Board wish to approve this amended contract with the lower percentage fee for basic services and the no minimum fee, the Village Board must first vote to reconsider the police facility architectural services contract approved on June 21, 2016.

If that motion passes, then a motion to approve the resolution approving of the amended owner architect agreement between the Village of Bartlett and Williams Associates Architects, LTD. for the new Bartlett Police Facility can be considered.

## ATTACHMENTS (PLEASE LIST)

Memo dated June 27, 2016

Resolution

Amended contract

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

I move to reconsider the Owner Architect Agreement for architectural services to design a new Bartlett Police Facility between the Village and Williams Architects approved on June 21, 2016.

I move to approve Resolution 2016 -\_\_\_\_-R A Resolution Approving of the Amended Owner Architect Agreement Between the Village of Bartlett and Williams Associates Architects, LTD. for the New Bartlett Police Facility.

Staff:      Paula Schumacher, Assistant Village Administrator

Date:      June 29, 2016

# Memorandum

**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Paula Schumacher, Assistant Village Administrator  
**DATE:** June 27, 2016  
**SUBJECT:** Williams Architect Contract

---

On June 21, 2016 the Village Board approved of a contract for Architectural Services with Williams Architects regarding a new police facility. However, there have been some questions raised regarding the percentage charged for basic services and a minimum fee stipulation.

The staff was asked to further research what other projects from different architects have charged for basic services for police facilities. The comparisons focused on police buildings because they have unique features to be addressed, such as lock-up facilities, evidence rooms, gun ranges, interview rooms and emergency operation centers that have unusual demands in terms of construction.

Oswego	7.25%
New Lenox	7.9%
Glen Ellyn	8%
Hanover Park	7%
Streamwood	20%
North Aurora	6.1%

For another comparison we also included the most recent fire department buildings remodeled and built new.

Bartlett Fire Protection District (station 2)	8%
Bartlett Fire Protection District (W. Bartlett Road and Spitzer)	8.5%

In the Williams Architect contract approved on June 21, 2016 the percentage charged for Basic Services, which are based on a percentage of the total construction cost, was 7.25% with a minimum fee of not less than \$1,160,000.

In the amended contract Williams has agreed to a 7% fee for basic services. The basic services fee is calculated on the total building construction costs, which is \$15,518,019- \$17,389,823. This makes the savings realized from the elimination of the .25% between \$38,795 and \$43,475. Williams has also agreed to eliminate the minimum fee for basic services.

Should the Village Board wish to approve this amended contract with the lower percentage fee for basic services and the no minimum fee, the Village Board must first vote to reconsider the police facility architectural services contract approved on June 21, 2016. If that motion passes, then a motion to approve the resolution approving of the amended owner architect agreement between the Village of Bartlett and Williams Associates Architects, LTD. for the new Bartlett Police Facility can be considered.

**RESOLUTION 2016-\_\_\_\_-R**

**A RESOLUTION APPROVING OF THE AMENDED OWNER ARCHITECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND WILLIAMS ASSOCIATES ARCHITECTS, LTD. FOR THE NEW BARTLETT POLICE FACILITY**

---

**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 Owner Amended Architect Agreement dated July 5, 2016, between Williams Associates Architects and the Village of Bartlett (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:** July 5, 2016

**APPROVED:** July 5, 2016

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

**ATTEST:**

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

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2016-48-R, enacted on July 5, 2016 and approved on July 5, 2016, as the same appears from the official records of the Village of Bartlett.

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



# Document B103™ – 2007

## *Standard Form of Agreement Between Owner and Architect for a Large or Complex Project*

**AGREEMENT** made as of the Fifth (5th) day of July in the year Two Thousand Sixteen (2016)

**BETWEEN** the Architect's client identified as the Owner:

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

and the Architect:

Williams Associates Architects, Ltd. doing business under the assumed name  
Williams Architects ("WA")  
500 Park Boulevard, Suite 800  
Itasca, IL 60143

for the following Project:

New Police Facility  
Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

WA Project Number: 2015-047

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(Paragraph deleted)*

§ 1.1.1 The Owner's program for the Project:

Space program as developed by WA during the planning study and approved by the Village.

Police Total Area: 53,490 SF

§ 1.1.2 The Project's physical characteristics:

*(Paragraph deleted)*

Project Site to be the current municipal campus at 228 S. Main Street Bartlett, IL 60103

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

Total Estimated Project Budget is \$20,000,000.

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Based on an executed agreement in June 2016, Design Documents are expected to be completed and project out to bid in July 2017.

.2 Commencement of construction:

Estimated to begin September 2017

.3 Substantial Completion date:

Init.

Estimated to be December of 2018 based on a 2 phase construction process.

**.4 Schedule of Architect's and Construction Manager's Services, Owner Decisions:**

<b>Phase/Task</b>	<b>Estimated Duration</b>
Start Up / Program Review	2 Weeks
Schematic Design	12 Weeks
CM Cost Estimate & Owner Approval	4 Weeks
Design Development	12 Weeks
CM Cost Estimate & Owner Approval	5 Weeks
Construction Documents	16 Weeks
Quality Control	2 Weeks
CM Bid Scopes	2 Weeks
Bidding/Contracts	6 Weeks
2 Phase Construction	64 Weeks

**§ 1.1.5 The Owner intends the following procurement or delivery method for the Project:**

*(Paragraph deleted)*

The Architect's services shall be provided in conjunction with the services of a construction manager at risk (the "Construction Manager Constructor (" or "CM"). For administrative oversight, quality control and project delivery responsibility purposes, Construction Manager shall hold the contracts or subcontracts with the various trade Subcontractors (hereinafter referred to as "Subcontractors") selected by Owner in consultation with the Construction Manager and in compliance with applicable public competitive bidding requirements to perform the portions of the Work; however, Construction Manager Constructor shall not, except as specifically provided in its agreement with the Owner, perform any of the Work with its own forces, or provide any of the materials or equipment for the Project. Architect shall fully cooperate with and coordinate its services and those of its consultants with those of the Construction Manager and Owner's other consultants in the interests of the Owner and in the timely and proper completion of the Project.

**§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:**

*(Paragraph deleted)*

One set of bidding documents and single round of bidding is included

**§ 1.1.7 Other Project information:**

Owner expects to remain on site throughout the construction phase.

**§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:**

Valerie L. Salmons, Village Administrator  
Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

**§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:**

To be determined by the Owner

**§ 1.1.10 The Owner will retain the following consultants and contractors:**

- .1 Construction Manager as Constructor:  
TBD by the Owner**

Int.

.2 Cost Consultant:

To be performed by the Construction Manager

*(Paragraphs deleted)*

.3 Environmental Consultant:

TBD by the Owner

*(Paragraphs deleted)*

.4 Geotechnical Engineer:

TBD by the Owner

.5 Surveyor:

TBD by the Owner

*(Paragraph deleted)*

.6 Other, if any:

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:

Mark S. Bushhouse, AIA, LEED AP  
President / Managing Principal  
Role: Principal In Charge

Scott E. Lange, AIA, LEED AP  
Vice President / Principal  
Role: Project Manager

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

*(Paragraph deleted)*

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

KJWW or Johnson Wilbur Adams

*(Paragraphs deleted)*

.2 Mechanical, Plumbing and Fire Suppression Engineer:

*(Paragraphs deleted)* W-T Engineering, or 20/10 Engineering Group, or Berg Engineering Consultants, Ltd. or Consolidated Consulting Engineers

§ 1.1.12.2 Consultants retained under Additional Services:

Civil Engineer: TBD as mutually agreed by the Owner and the Architect

Interior Design: Williams Interiors

Interior Signage Design: Williams Interiors

Low Voltage Systems Design: Sentinel

Furniture Design: Williams Interiors

Landscape Architect: David McCallum

Init.

§ 1.1.13 Other Initial Information on which the Agreement is based:

Owner-supplied existing construction documents for the Facility Planning Study by Williams Architects

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement. The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants and advisors (Architect's consultants and advisors being hereinafter collectively referred to as Architect's "consultants") as described in this Agreement. The services to be provided or furnished by the Architect, its employees and consultants under this Agreement are sometimes hereinafter collectively referred to as the "Architect's services", the "Services" or the "services."

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project and with the professional standard set forth herein. The Architect shall submit for the Owner's and Construction Manager's approval, a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary and with the Owner's approval which shall not be unreasonably withheld as the Project proceeds. This schedule shall include allowances for reasonable periods of time required for the Owner's and Construction Manager's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner. The Architect shall promptly notify the Owner of any anticipated delays in the provision of the Architects services, which the Architect believes is being caused by the Owner, the Construction Manager, or one of the Owner's consultants, or for any other reason which the Architect believes is not within the Architect's control providing to the Owner specific information on the alleged cause(s) of the delay and the anticipated duration of the delay.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall obtain insurance of the types and in amounts not less than listed in this Section 2.5 for the duration of the Project and any extensions thereof, issued by a company or companies qualified to do business in the State of Illinois:

§ 2.5.1 The Architect shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than One Million Dollars (\$1,000,000) each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this Project location or the general aggregate limit shall be twice the required occurrence limit.

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

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

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

§ 2.5.2 The Architect shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than One Million Dollars (\$1,000,000) each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

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

§ 2.5.3 Architect shall maintain umbrella or excess liability insurance of not less than Two Million Dollars (\$2,000,000.00).

§ 2.5.4 The Architect shall maintain workers' compensation insurance as required by statute and employer's liability insurance. The commercial umbrella and/or employer's liability limits shall not be less than Five Hundred Thousand (\$500,000) each accident for bodily injury by accident or Five Hundred Thousand Dollars (\$500,000) each employee for bodily injury by disease.

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

§ 2.5.5 The Architect shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than Two Million Dollars (\$2,000,000) each wrongful act arising out of the performance or failure to perform professional services.

§ 2.5.6 The following provisions shall be applicable to all insurance coverage:

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

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

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

The Owner shall have the right, but not the obligation, of prohibiting Architect from entering the project site until such certificate(s) or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of this Contract at Owner's option.

The Architect shall provide certified copies of all insurance policies required above within ten (10) days of Owner's written request for said copies.

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

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

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

§ 2.5.6.5 Architect shall cause each subcontractor employed by Architect to purchase and maintain insurance of the type specified above. When requested by Owner, Architect shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

§ 2.5.6.6 To the fullest extent permitted by law, Architect shall indemnify and hold harmless Owner and its officers, officials, and employees, from and against all liabilities, damages, losses and expenses, including reasonable legal fees (attorney's and paralegal's fees and court costs) recoverable under applicable law, arising out of or resulting from Architect's services, provided that any such liability, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) to the extent it is caused by any negligent or wrongful act or omission of Architect, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable in the rendering of professional services pursuant to the Agreement, except to the extent caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services and, together with the Construction Manager, shall administer the Project. The Architect shall consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue minutes of meetings with the Owner throughout the Master Planning, Design, Construction Documents and Bidding Phases. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants, and with those of the Construction Manager in the interests of the Owner and the timely and proper completion of the Project.

§ 3.1.2 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner or Owner's consultants to the Architect unless the Architect comes aware of any error, omission or inconsistency in such services or information. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Scheduling Consultant a schedule of the Architect's services for inclusion in the Project schedule. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review (2) for the performance of the Owner's consultants, and (3) for approval of submissions by authorities having jurisdiction over the Project. Once the Owner and the Architect mutually agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause, or as mutually agreed upon with proper documentation during the course of the Project.

§ 3.1.4 Upon the Owner's reasonable request, the Architect shall submit information to the Scheduling Consultant and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval. The Architect's prior knowledge via written notification to Mark Bushhouse and/or Scott

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Lange by the Owner, of Owner's intended directive or substitution and failure to object thereto in writing within ten business days shall constitute the Architect's approval of such directive or substitution.

§ 3.1.7 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.7.1 The Architect shall conform the final Drawings and Specifications with the ADA and all applicable state and local building laws, statutes, ordinances, rules, regulations, orders or other legal requirements, including building, occupancy and handicapped accessibility laws, requirements, regulations, and ordinances relating to the design, use and occupancy of the Project (collectively "Governmental Requirements") existing on the date of Owner's authorization to proceed with the Construction Documents. However, Owner recognizes that interpretations by governmental officials ("Code Authority") are subject to change even after issuance of a building permit. If modifications to the Drawings and Specifications are required because of an interpretation by the Code Authority which has not been previously given, or which if given was different than a prior interpretation of the Code Authority, the Architect shall make the required modifications, but the cost of such modifications shall be considered an Additional Service.

§ 3.1.8 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.9 Except as provided by Architect's Proposal, the Architect is responsible for submitting, with the assistance of the Construction Manager and Owner as necessary, for the building permit necessary for construction of the Project.

§ 3.1.10 The Architect shall thoroughly review the existing conditions which are visually observable without destruction of existing construction, Owner's program and other information furnished by the Owner and the Construction Manager and any other information which the Architect deems necessary or advisable to determine the nature and extent of, and develop solutions to resolve, any technical or other difficulties or problems in implementing the Project and achieving successful Project completion consistent with the Owner's stated needs, goals and objectives and the Project requirements.

§ 3.1.11 The Architect shall consult with the Owner, Construction Manager and other parties designated by the Owner or determined necessary or advisable by the Architect or the Construction Manager, to ascertain and understand the Owner's needs, goals and objectives and the applicable requirements of the Project. The Architect shall facilitate in cooperation with the Construction Manager a "kick-off"/team building session to communicate the goals and objectives of the Owner and the entire design and construction process.

§ 3.1.12 The Architect will review and discuss with the Owner and the Construction Manager the Owner's preliminary budget and preliminary schedule for the Project and recommend adjustments thereto if deemed necessary or appropriate.

§3.1.13 The Architect shall review and discuss with Owner and Construction Manager the Guaranteed Maximum Price of the Work as agreed to by Owner and Construction Manager and any modifications thereto due to changes in the scope of work.

## § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the Owner's written program, requirements and objectives of the Project, and other information furnished by the Owner, the Construction Manager, and Owner's consultants, and shall review "Governmental Requirements".

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any

inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as basic material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Owner and Construction Manager to review the Schematic Design Documents.

§ 3.2.6.1 The Architect shall assist the Construction Manager in establishing in a format acceptable to the Owner a cost reporting system whereby the Owner will be kept apprised on a regular basis, but no less frequently than at the conclusion of each Phase and no less frequent basis than monthly during the Construction Phase, of accumulated costs of the Project by budget line item.

§ 3.2.7 Upon receipt of the Construction Manager's estimate at the conclusion of the Schematic Design Phase, the Architect, upon consultation with the Construction Manager, shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the revisions approved by Owner in the Design Development Phase.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.3, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's review and approval of the Design Development Documents. Upon Owner and CM's execution of the Guaranteed Maximum Price Amendment during Design Development, the Architect shall revise the Design Development drawings and specifications to incorporate agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment in a timely fashion and shall provide the revised Design Development drawings and specifications to the CM and Owner for review and approval.

§ 3.3.4 As part of Architect's Basic Services for the Schematic and Design Development Phases, Architect shall attend meetings with the Owner and the municipal code authorities having jurisdiction over this Project as required.

#### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Specifications.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Cost Consultant. The Architect shall meet with the Owner and Cost Consultant to review the Construction Documents.

§ 3.4.5 Upon receipt of the Cost Consultant's estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

§ 3.4.6 The Architect's Basic Services include one (1) combined set of final Construction Documents for the entire Work which shall include all final Drawings and Specifications and such detail as required to obtain the general building permit for construction, and the occupancy permit necessary for occupancy and use of the Project in a timely manner, and to otherwise enable the Construction Manager's trade Subcontractors to properly construct and timely complete the Project.

§ 3.4.7 The Architect shall consider in the preparation of the Construction Documents the recommendations of the Owner, Owner's Consultants and Construction Manager, regarding construction feasibility, construction ease and efficiency, the use of appropriate labor-saving off-site fabrication, and pre-assembly of building systems. The Architect shall consult with the Construction Manager and Owner's Consultants and coordinate the Architect's services with those of the Construction Manager and Owner's Consultants in all of the following respects: (i) review the Construction Documents with the Construction Manager during their preparation to eliminate errors, ambiguities, conflicts, overlaps and omissions in, between and among them, including proposed trade contracts; (ii) when appropriate, coordinate the preparation of the Construction Documents to allow for alternative systems, components, and materials so as to permit increased bidder response; (iii) review with Owner and Construction Manager options for early bid releases for the purchase and fabrication of long-lead items; (iv) obtain from Owner's legal counsel and incorporate in the Project Manual required legal provisions and certifications, including but not limited to those pertaining to compliance with prevailing wage laws and provisions of performance and labor and material payment bonds.

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**§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES**

**§ 3.5.1 GENERAL**

The Architect shall assist the Owner and Construction Manager in establishing minimum contractor qualifications for each trade to be separately bid and in obtaining competitive bids and shall assist the Owner and Construction Manager in evaluating bids and recommending bid awards, and in awarding and preparing subcontracts for construction. The Architect shall assist with the review of the bids received, and in assist the Construction Manager and Owner in determining the lowest qualified responsive and responsible bidders.

**§ 3.5.2 COMPETITIVE BIDDING**

**§ 3.5.2.1** Bidding Documents shall consist of Invitation to Bid, Instructions to Bidders, Bid Proposal Form, Required Contractor Certifications, Bidder Qualifications Submissions, Prevailing Wage Determination and Supersedes note, General Conditions and Supplementary Conditions, Specifications and Drawings, and any other documents provided by the Owner or Construction Manager for inclusion in the Bidding Documents as defined in the General Conditions of the Contract for Construction. All trades shall be competitively bid with bidding services generally provided by the Construction Manager.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by

*(Paragraph deleted)*

- .1 participating in a pre-bid conference for prospective bidders, and
- .2 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

**§ 3.5.2.3** The Architect shall distribute one (1) original set of the Construction Documents prepared by the Architect to the Construction Manager for their respective distribution to the prospective bidders.

*(Paragraphs deleted)*

**§ 3.5.2.4** The Architect shall consider requests for substitutions in accordance with applicable law, if permitted by the Bidding Documents, up to ten (10) days prior to the bid due date, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders. No substitutions will be considered after said ten (10) day period.

**§ 3.5.2.5** The Architect shall participate in the Owner's and Construction Manager's pre-bid conference for prospective bidders.

**§ 3.5.2.6** The Architect shall prepare responses to questions from prospective bidders upon prior review by the Construction Manager, and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda, and shall prepare in consultation with the Owner and Construction Manager and issue all other addenda to reflect changes in or necessary/desirable clarifications of the information contained in the Bidding Documents in accordance with applicable law (720 ILCS 5/33 E-1 et seq.). .

**§ 3.5.2.7** The Architect shall attend the bid opening.

**§ 3.6 CONSTRUCTION PHASE SERVICES**

**§ 3.6.1 GENERAL**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth herein and in AIA Document A201™-2007, General Conditions of the Contract for Construction, as modified by Owner. In the event of a conflict between a provision of this Agreement and a provision of the General Conditions of the Contract for Construction relating to the Architect's rights and responsibilities, the provisions of this Agreement shall control.

**§ 3.6.1.2** The Architect shall be representative of and shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not specify nor provide in any of the documents which it prepares for the Project and shall direct or have control over, charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager or its trade Subcontractor's failure to perform

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the Work in accordance with the requirements of the Contract Documents. The Architect shall review a procurement schedule prepared by Construction Manager for items that must be ordered in advance of the construction of the Work. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager, trade Contractors or of any other persons or entities performing portions of the Work. Notwithstanding the foregoing, Architect shall be responsible to Owner for Architect's failure to properly discharge its duties and responsibilities as provided in this Agreement.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect, as a representative of Owner, shall visit the site and observe the Work at intervals appropriate to the stage of construction, based on the complexity or importance of that stage or specific Work being performed during that stage, or as otherwise agreed to by Owner and Architect, to become generally familiar with the progress and quality and quantity of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections observations or reviews to check the quality or quantity of the Work. These on site observations visits will occur on a once every two week basis, combined with once every two week on-site meeting with Owner, Architect and Construction Manager, not to exceed twenty-two (22) total combined on site visits and meetings, but can be more or less frequent depending on the construction activity. The Architect shall promptly submit to Owner a written field report of the results of each visit to the site. The Architect shall promptly reporting to Owner any deviations from the Contract Documents or defects or deficiencies observed in the Work of the CM or a trade Subcontractor or any of their Sub-Subcontractors, or their agents or employees, or any other person performing any of the Work in the construction of the Project. Any errors or omissions in Drawings or Specifications furnished by Architect will be promptly corrected by the Architect at no cost to Owner. The Owner's approval, acceptance, use of or payment for all or any part of Architect's services hereunder or of the Project itself shall in no way alter Architect's obligations or Owner's rights hereunder.

§ 3.6.2.2 The Architect has the authority to advise and shall advise the Owner of Work observed that does not conform to the Contract Documents, and shall make recommendations to the Owner whether to accept or reject such Work. The Owner shall reject Work which Owner deems to be non-conforming to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall recommend to Owner that inspection or testing be undertaken relative to the Work suspected by Architect to not be in conformity with the Contract Documents in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, trade Contractors, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and make recommendations concerning Claims involving performance of the Owner, Construction Manager, or trade Sub-contractors under, and requirements of, the Contract Documents (excluding construction methods and means) on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 Based on the Architect's observations and evaluations of the Construction Manager's combined Application of Payment, the Architect shall review and certify the amounts due the trade Subcontractors and shall issue certificates in such amounts. The Architect shall not, however, forward such certifications to the Construction Manager unless and until Owner has concurred in writing therewith, and shall in no event communicate with trade Subcontractors concerning payments or payment applications or send the Architect's certifications to trade Sub-Contractors. The Architect's certification for payment shall constitute a representation to the Owner, but not to the trade Subcontractors, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents, that the observed quality and quantity of the Work and the materials and equipment not yet incorporated in the Work but for which payment is sought is in conformity with the Contract Documents and that the trade Subcontractors are entitled to payment in the amount certified upon satisfaction of all conditions to payment set forth in the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent reviews, tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect in the Certificate of Payment. The issuance of a Certificate for Payment is a recommendation to the Owner to pay the indicated amounts but does not obligate the Owner to pay. Neither the issuance of the Certificate of Payment nor the payment by the Owner shall relieve the Construction Manager or its trade Subcontractors of its obligation to perform all Work in accordance with the Contract Documents.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Construction Manager shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.3.3 The Architect shall not review waivers nor investigate if the Construction Manager or its trade Subcontractors and / or materials suppliers have received payment.

### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness (minimum review time ten (10) business days) while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the

appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**§ 3.6.4.4 § 3.6.4.5** Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect shall, in the first instance, be the interpreter of the requirements of the Construction Documents. The Architect shall be available on the Project site as set forth in Article 3.6.2.1 if and as reasonably required in accordance with this Agreement to provide interpretations of the Construction Documents. The Architect's response to such requests shall be made within any reasonable time limits agreed upon by the Owner, or otherwise with reasonable promptness under the circumstances then presented, on written request of either the Owner or the Construction Manager, so as to permit and not delay the timely and orderly progress of the Work. Interpretations of the Architect shall be consistent with the intent of and reasonably inferable from the Construction Documents and shall be in written or graphic form, as required.

If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information. The Architect shall have no authority to enter into or amend any contract on behalf of the Owner. Clarifications and preparation of additional details or drawings which are reasonably required to clarify an omission, ambiguity or conflict in the content or the intent of the Construction Documents prepared by the Architect in order to accomplish the Work are not an Additional Service but are part of the Architect's Basic Services.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

#### **§ 3.6.5 CHANGES IN THE WORK**

**§ 3.6.5.1** The Architect, in consultation with the Construction Manager, may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Construction Manager shall prepare Change Orders and Construction Change Directives for the Architect's review and Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

#### **§ 3.6.6 PROJECT COMPLETION**

**§ 3.6.6.1** The Architect shall review the Work to determine the date or dates of Substantial Completion and the date of Final Completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, Construction Manager's marked up as-built drawings, if provided, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final review and observation of the Work, indicating the Work complies with the requirements of the Contract Documents. The Architect shall not forward any certificates of Substantial and Final Completion unless and until Owner has approved of the same in writing. The Architect shall assist the Construction Manager with the preparation and review of all necessary punchlists of incomplete or deficient items of Work.

**§ 3.6.6.2** The Architect's reviews shall be conducted with the Owner to observe the Work for conformance with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

**§ 3.6.6.3** When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance and to help insure satisfactory performance of materials and mechanical systems, and to identify any deficiencies in the Work or equipment, in order to permit timely notice of need for corrective action by Contractors, if necessary. In the event any materials or equipment has a warranty period which would expire prior to ten (10) months from Substantial Completion of the Work, if requested by the Owner, the Architect shall meet with the Owner and Construction Manager in sufficient advance of the expiration of the warranty to permit timely notice of need for corrective action as required by the warranty. The Architect shall assist the Construction Manager to expedite resolution of construction related problems and the repair and replacement of items covered under warranties or guarantees.

§ 3.6.6.6 The Architect shall coordinate its services with those of the Construction Manager in the expeditious preparation, obtainment and assembly and delivery to the Owner, of all Construction Manager provided record and "as-built" drawings, if provided, and specifications and all guarantees, warranties, operating and maintenance manuals or instructions required by the Contract Documents. Upon final payment pursuant to the terms of this Agreement, the Architect shall provide the Drawings and Specifications issued for construction in digital as well as hard copy format following Project completion. The official Construction Documents, including the final Drawings and Specification are in hard copy format, and any use by the Owner or at Owner's direction of digital Construction Documents is at Owner's sole risk and responsibility and without liability to the Architect and its consultants.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2, another Section herein or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™–2009)	Complete	
§ 4.1.2 Multiple preliminary designs	Complete	
§ 4.1.3 Measured drawings of floor plan	Architect	11.1.2.e
§ 4.1.4 Existing facilities surveys	Owner	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 4.1.6 Building Information Modeling (E202™–2008)	Architect	
§ 4.1.7 Civil engineering	Architect	4.2.1 & 11.1.2.i
§ 4.1.8 Landscape design	Architect	4.2.2 & 11.1.2.f
§ 4.1.9 Architectural Interior Design	Architect	4.6.6 & 11.1.2.a
§ 4.1.10 Value Analysis	Construction Manager	
§ 4.1.11 Detailed cost estimating	Construction Manager	
§ 4.1.12 On-site Project Representation	Construction Manager	
§ 4.1.13 Construction Documents as issued for	Architect	

construction		
<i>(Row deleted)</i>		
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Construction Manager	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Owner	
§ 4.1.20 Telecommunications/data design	Owner	
§ 4.1.21 Security Evaluation and Planning	Not Provided	
§ 4.1.22 Commissioning	Owner	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.26 Furniture, Furnishings, and Equipment Design	Architect	4.2.7 & 11.1.2.b&c
§ 4.1.27 Fast-track Design Services	Not Provided	
§ 4.1.28 Public / Board / Zoning meetings (up to 4), submittals	Architect	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

**§ 4.2.1 Civil Engineering**

Civil Engineer to provide all site design, engineering, final Drawings and Specifications for all Project related civil work, including earthwork including sewer and water connections to the building, curbs, drives, surface parking lots, fire hydrants, sidewalks, grading, topsoil, grubbing, topography, review of soil reports, culverts, preparation for building pads, construction limits / fencing and erosion control.

**§ 4.2.2 Landscape Architecture**

Including the design and selection of all exterior trees, bushes, grasses, ground treatments and other plantings (not including irrigation system design).

**§ 4.2.3 Low Voltage: Access Control, CCTV, Audio Visual, Paging and Detention Zone Security Systems:**

Audio / Visual (A/V) system and Communication wiring for the A.V, computer and phone systems (selection of equipment and design of the computer and phone systems are by the Owner).

**§ 4.2.4 Telephone, Computer, and Other Special Systems**

The Architect is not responsible for the design and coordination of the telephone, computer, and other special systems not a part of the building's power, lighting, mechanical, fire suppression, fire alarm, access control, CCTV, Audio Visual, Paging and Detention Security Systems. The Architect shall design conduits, electrical boxes and low voltage wiring and power to allow for the Owner designated systems.

**§ 4.2.5 Fast-Track / Multiple Bid Releases**

Should multiple bid releases be utilized, the extra work associated with producing these documents, providing assistance for the Bidding and Negotiation Phases beyond the one included in the Basic Services, and any extra services required during the Construction Administration Phase shall be considered an Additional Service.

**§ 4.2.6 Interior Design Services**

Interior Design Service by Williams Architects' Interior Department to provide:

1. Multiple color range options
2. Meet with the Owner and work with the Owner to select and refine the preferred color theme
3. Meet with Owner and select the specific interior finishes, materials and colors
4. Design Owner approved patterns for the finishes
5. Assist the Architect with refinements to the interior wall layouts
6. Services during the bidding phase to answer contractor questions

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7. Review contractor submittals during the Construction Administration phase and visit the facility 2 times when appropriate, to observe the installation of the interior finishes and to provide a field report after each site visit.

#### § 4.2.7 Furniture Design Services

Furniture Design Services by Williams Architect's Interior Department to provide:

1. Work with the Owner to determine the facility's furniture needs
2. Based upon the inventory of furniture to be reused in this facility determine the added amount of furniture needed
3. Furniture layout options for review, selection and refinement with the Owner using plan drawings and furniture lists.
4. Multiple furniture manufacturer and quality level options along with their estimated costs for review with the Owner
5. Coordinate the furniture with the building interior finishes colors and textures. (If the Architect has also provided the Interior Design Services)
6. Provide furniture drawings and specifications to the Construction Manager for the Construction Manager to solicit and bid.
7. Review the furniture submittals and coordinate with the Owner and constructor the delivery and installation dates.
8. Visit the site 2 times when appropriate to the delivery and installation of the furniture to review the furniture and its installation and provide field reports to advise the Owner and furniture installer as to the progress of the work and any observed deficiencies in the furniture or its installation.

#### § 4.2.8 Public Board / Zoning Meetings, Submittals and Approvals

If the Owner requests assistance from the Architects as part of the zoning process, these services shall be considered an Additional Service. Architect shall attend up to 4 Public/Board/Zoning Meetings as part of Basic Services.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification.
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations adopted after the date of this Agreement or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Intentionally Omitted;
- .6 Intentionally Omitted;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing beyond 4 included in Basic Services;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Intentionally Omitted.;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;  
or
- .11 Intentionally Omitted.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect, when such action of the Construction Manager or its trade Subcontractors results in the expenditure of additional time by the Architect on the Project that would not have to be expended by the Architect if such submittal were submitted in the sequence provided in the schedule
- .2 Responding to the Construction Manager or its trade Subcontractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager or trade Subcontractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, trade Subcontractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Construction Manager's or trade Subcontractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager or trade Subcontractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

1. two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager, provided, however, that if the Architect adds new requirements, including without limitation information not previously required to be enclosed with a submittal, Architect's Basic Services shall include up to two (2) reviews of the submission following communication to the Construction Manager of the additional requirement.
2. Regular visits to the site shall be provided approximately once every two week for on-site observation in conjunction with the on-site Owner, Architect and Construction Manager meeting, not to exceed twenty-two (22) combined total of site-visits and meetings. Time for visits to the site include transportation, time at the site, and time to prepare the field report for regular site visits and project closeout, including the punch list process, both by the Architect and the Architect's consultants. Visits shall be performed more or less frequently if and as needed during certain construction periods, but any such more frequent visits shall be counted toward the number provided as part of Basic Services.
3. One (1) inspection for any portion of the Work to determine whether such portion of the Work as substantially completed in accordance with the Contract Documents.
4. two (2) reviews (punch list and follow-up review) and inspections for any portion of the Work to determine the Final Completion, provided, however that if the Architect adds items to the initial punch list that the Architect failed to note in the original punch list, the Architect's Basic Services shall include two (2) reviews/inspections of the added items.

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty ( 30 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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#### § 4.4 LIMITATIONS ON COMPENSATION FOR ADDITIONAL SERVICES AND EXPENSE REIMBURSEMENT

§4.4.1 Notwithstanding anything to the contrary contained in or implied by any provision of this Agreement, the Owner shall not be responsible to pay and the Architect shall not be entitled to receive reimbursement or compensation for (a) Additional Services or expenses which were required or made necessary as the result of Architect's wrongful act, error, omission or negligence or breach of one or more of its obligations under this Agreement; or (b) Additional Services for which Architect did not obtain Owner's prior written authorization, or expenses for which the Architect did not obtain the Owner's prior written authorization if and as required under in this Agreement.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Intentionally Omitted.

§ 5.2 Intentionally Omitted.

§ 5.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1 based in part on information provided by and in consultation with the Construction Manager and Architect; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager who shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager or trade Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs. The Architect shall promptly notify the Owner and the Construction Manager in writing if the Architect believes that any direction or approval of the Owner or the Construction Manager constitutes a selection by the Owner of accelerated or fast-track scheduling and shall obtain specific written confirmation from the Owner to proceed on that basis before performing the Additional Services associated therewith. The Architect shall also consult with the Owner and the Construction Manager regarding, and assist the Owner and Construction Manager in estimating, the increased costs, if any, associated therewith. Additional bid releases shall be determined by the scope of work involved and fee agreed upon in advance in writing with the Owner.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf to the extent permitted by law with respect to the Project. The Owner's, designated representative, subject to compliance with applicable law, shall render decisions and approve the Architect's submittals in a reasonably timely manner under the circumstances, and consistent with Owner's obligations under applicable law, in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the

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Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.8 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.11 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner and Construction Manager shall endeavor to communicate with the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.12 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price AIA Document A133-2009 as modified by the Owner, including the General Conditions of the Contract for Construction as modified by the Owner.

§ 5.13 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§5.14 Notwithstanding anything to the contrary contained or implied in this Article 5, the Owner shall be responsible to furnish information or services described in this Article 5 only to the extent that any such information or service is reasonably required by the Architect to perform its Services under this Agreement and is requested by Architect in writing. The Owner shall not be responsible for delays in the performance of the Architect's services or the Work due to the Architect's failure to request needed information in reasonable advance of when such information is needed by the Architect to timely and properly perform its Services. Each request made by the Architect for information shall specify a reasonable date by which such information is needed. Subject to the foregoing the Owner shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary and reasonable under the circumstances presented at the time to the request for information is made for the orderly progress of the Architect's services and Work of the Contractors.

**§5.15 Force Majeure:**

In the event the Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado, other act of God, war, act of terrorism, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency or Owner to furnish information or to approve or to disapprove the Architect's services or any other cause beyond the reasonable control of the Architect's time for completion of the Architect's service, shall be extended by the period of resulting delay.

§5.16 The Owner may choose to materially deviate during construction from the construction documents prepared by the Architect. If such action by the Owner occurs, the Owner hereby indemnifies and holds harmless the Architect, its employees and consultants from and against all claims, damages, losses and expense, including but not limited to, attorneys' fees and economic damages arising out of, in connection with, or resulting from the performance (or failure to perform) of the Owner, where there has been a material deviation from any document prepared by Architect or where there has been a failure to follow any material written recommendation of the Architect. In the event that the Architect, its employees and consultants are required to bring an action to enforce

the provisions of this indemnity, the indemnifying party shall pay the attorneys' fees and cost incurred by the indemnified party in bringing that action, if the indemnity is granted.

**§5.17 Construction General Conditions:**

The Owner agrees to require the following paragraph to be made a part of the General Conditions for the Construction of the Project:

"In performing its obligations for the Owner, the Architect and its consultants may cause expense for the Construction Manager or the trade Subcontractors. However, Construction Manager, the trade Subcontractors and sureties shall maintain no direct action against the Owner or Architect, consultants, their agents and employees, for any claim arising out of, in connection with or resulting from the Work performed or required to be performed. Only the Owner shall be the beneficiary of any undertaking by the Architect, its consultants, their agents and employees."

**§5.18 Builders Risk Insurance:**

The Owner shall require that the Architect, its consultants and employees to be named as additional named under the Builder Risk Insurance purchased by the Construction Manager applicable to the Project.

**ARTICLE 6 COST OF THE WORK**

**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include Construction Manager's general conditions costs, reasonable overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment in accordance with the professional standard as a design professional.

**§ 6.3** The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Cost Consultant's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

**§ 6.4** If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget. Said adjustments shall only be made upon the Owner's review and approval of the same.

**§ 6.5** If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

**§ 6.6** If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

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§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment or Architect's failure to meet the standard of care set forth in Article 2.2.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Owner and Architect agree that the Architect's preparation of all drawings, designs, specifications, notes and other elements of the Conceptual Design Documents and other services rendered in the performance of this Agreement (hereinafter "Instruments of Service") is a service work done for hire and that all title, ownership and copyright privileges to all Instruments of Service prepared by the Architect in connection with the Project (with the exception of standard design elements, architectural details, and industry or trade specifications which are not unique to the Owner or to the Owner's business) and which have been paid for by Owner in accordance with this Agreement, are and shall be solely in the Owner. Subject to final payment by Owner in accordance with this Agreement, the Architect agrees, when requested by the Owner, to execute immediately any documents which evidence and acknowledge the ownership of all such Instruments of Service in the Owner. All Instruments of Service prepared or furnished by the Architect shall be solely the property of the Owner upon the suspension or termination of the Project or the termination of this Agreement, provided Owner has made payment to the Architect for such Instruments of Service in accordance with this Agreement. Reproducible copies of all Instruments of Service shall, to the extent not previously delivered, be delivered promptly to the Owner upon demand and payment in full by Owner of all amounts due Architect in accordance with this Agreement on outstanding invoices received from the Architect and thereafter may be used by the Owner in whole or in part or in modified form for such purposes as the Owner may deem advisable, without further employment of, or payment of additional compensation to, the Architect or anyone retained by the Architect. Notwithstanding the foregoing, the Architect retains the right to use standard design elements and architectural details which are neither unique to the Owner or the Project or related to the business of the Owner. The Owner acknowledges that any use without the Architect's involvement on this Project or any re-use of the Instruments of Service in electronic format for any other purpose or project is at Owner's sole risk and responsibility and without liability to the Architect.

Should the Owner (a) use the Instruments of Service on other projects or provide the Instruments of Service to third parties for their use on other projects or (b) upon termination of the Architect's services before completion of the Construction Documents phase, use the Instruments of Service for completion of this Project by others, the Owner shall release Architect from liability or claims arising from such use and shall defend, indemnify and hold harmless Architect from and against any and all claims, suits, demands, losses and expenses, including reasonable attorney's fees and legal expenses and all interest thereon, accruing from or arising from any of the foregoing uses. Should Owner terminate the Architect after completion of the Construction Documents and make or cause to be made other changes or modifications to the Construction Documents for this Project, Owner releases Architect from liability or claims arising from such modifications or changes and shall defend, indemnify and hold harmless Architect from and against all claims, suits, demands, losses and expenses, including reasonable attorney's fees and legal expenses and all interest thereon, accruing from or arising from such changes or modifications to the Instruments of Service from this Project.

§ 7.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Owner's or Architect's reserved rights.

*(Paragraphs deleted)*

#### ARTICLE 8 CLAIMS AND DISPUTES

##### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the applicable statutes of limitation and repose in the State of Illinois.

§ 8.1.2 Intentionally omitted.

§ 8.1.3 Intentionally Omitted.

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§ 8.1.4 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be resolved in a court of competent jurisdiction.

*(Paragraphs deleted)*

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 The Owner may suspend the Architect's services or the Project at the Owner's convenience and without cause at any time upon written notice to the Architect. If the Owner suspends the Project for more than thirty (30) consecutive days, the Architect shall be compensated for Services properly performed in accordance with this Agreement prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted if and as appropriate under the circumstances. No adjustment shall be made if the suspension is attributable to the Architect's failure to perform the Services in accordance with this Agreement, for breach by the Architect of any provision of the Agreement, or for any other reason which is the fault of the Architect.

§ 9.3 If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than thirty (30) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for Services authorized and properly performed prior to termination, less the aggregate of previous payments made to the Architect.

§ 9.7 If the Architect is adjudged as bankrupt, or makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the Architect's insolvency, or if any provision of the bankruptcy law is invoked by or against the Architect, or if the Architect persistently or repeatedly refuses or fails (except in cases for which extension of time is provided), to perform the Services in accordance with the Agreement, then notwithstanding any other rights or remedies granted the Owner, the Owner may, without prejudice to any other right or remedy, (i) terminate the employment of the Architect and/or (ii) finish the Services by whatever method the Owner may deem expedient. In such case, the Architect shall not be entitled to receive any further payment until the Services are finished and the Owner may be entitled to recover and as provided by law deduct from any remaining amounts due Architect all damages allowed by law.

§ 9.8 Subject to the terms of Article 7 herein, promptly upon the termination of this Agreement or the Architect's services and payment in full of all outstanding invoices received from the Architect and not in dispute, the Architect shall deliver to the Owner copies of all Instruments of Service prepared by Architect in the performance of its Services under this Agreement, including without limitation all Drawings and Specifications, and all models prepared by the Architect for the Project prior to the effect date of termination, so as to avoid any delay or increased cost of the Project.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Illinois.

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§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, as modified by the Owner.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect. This Agreement is for the benefit of the Owner and Architect only and there are no third party beneficiaries. Nothing contained in or implied from any provision of this Agreement shall act as a waiver of, or a limitation on, the rights and defenses of the Owner under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) as otherwise required by law.

§ 10.9 The following clause shall be inserted in the General or Supplemental Conditions of all Construction Contracts for the Project:

To the fullest extent permitted by law, Construction Manager, and each of its trade Subcontractors, shall waive all right of contribution and shall indemnify and hold harmless the Owner, the Architect and their agents and employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, and economic damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expenses is caused in whole or in part by any negligent act or omission of the Construction Manager or any trade Subcontractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.

In any and all claims against the Owner or the Architect or any of their agents or employees and consultants by any employee of any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph agreement shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction

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Manager or any trade Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

"Claims, damages, losses and expenses" as these words are used in this Agreement shall be construed to include, but not limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary General Conditions; (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of document; and (4) error or omission or defect in any submission made to Architect for its approval or review.

The obligations of the Construction Manager and its trade Subcontractors under this Agreement shall not extend to the liability of the Owner, and the Architect, their agents or employees, arising out of their negligence.

The Owner shall require the Construction Manager and each of its trade Subcontractors to name the Owner, the Architect and Architect's consultants as additional insureds on the each of their commercial general liability and automobile liability policies, which policies shall be endorsed to provide that this coverage is primary and non-contributory over any other insurance which the additional insured may have. Such insurance shall cover the additional insureds for claims arising out of the operations of the Construction Manager and its trade Subcontractors.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

1. For the Basic Services of the Project, the fee shall be a lump sum, calculated based upon the total, completed construction cost of the project including all site work, building construction, and all the construction manager's costs. If alternates are provided by the architect in the bidding documents that are beyond the budget, the fee will be calculated based upon the absolute value of each, in addition to the base bid.

- a. Fee to be calculated as follows:
  1. The fee percentage shall be seven percent (7.00%) of the total cost of construction costs.
- b. Includes the services for Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration phases of the project.
- c. To provide continued construction administration services for second phase of construction:
  1. \$10,000 a month, with an allowance of \$50,000 for the expected five months of phase two construction.
- d. Includes the services of the following consultants:
  1. Architect
  2. Structural Engineering
  3. Mechanical, Electrical, Plumbing and Fire Suppression Engineering

2. Additional consulting design services throughout the basic service phases, are as follows:

- a. Civil Engineering; a lump sum of \$51,000.
- b. Interior Design: \$25,000
- c. Furniture Design: \$45,000
- d. Existing furniture inventory and evaluation; a lump sum of \$5,000
- e. To design the Interior Signage: \$6,000
- f. To Measure the existing floor plan layout – hourly, not to exceed \$10,000
- g. Landscape Architecture, including the design and selection of all the exterior trees, bushes, grasses, ground treatments and other plantings (not including irrigation system design).
  1. A lump sum of \$6,000
- h. To provide Design services for the low voltage systems (Design through construction administration) including: Low Voltage communication wiring (for these and the Owner's phone and computer systems), access control, closed circuit TV and Audio Visual systems; a lump sum of \$21,000

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§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

See 11.1 above.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Hourly from the current Standard Rate Table or as agreed to by both parties

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent ( 15%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Thirty Seven	percent (	37	%)
Bidding or Negotiation Phase	Three	percent (	3	%)
Construction Phase	Twenty Five	percent (	25	%)
<hr/> Total Basic Compensation	<hr/> one hundred	<hr/> percent (	<hr/> 100	<hr/> %)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

**2015/2016  
WILLIAMS ARCHITECTS  
RATE TABLE**

Principal II.....	\$ 208.00/Hour
Principal I.....	\$ 191.00/Hour

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Associate Principal.....	\$ 177.00/Hour
Senior Associate/Senior Project Mgr. ....	\$ 171.00/Hour
Associate / Project Manager .....	\$ 156.00/Hour
Architect III .....	\$ 138.00/Hour
Architect II .....	\$ 127.00/Hour
Architect I.....	\$ 114.00/Hour
Project Coordinator IV .....	\$ 104.00/Hour
Project Coordinator III .....	\$ 95.00/Hour
Project Coordinator II.....	\$ 81.00/Hour
Project Coordinator I.....	\$ 70.00/Hour
Project Technician II.....	\$ 53.00/Hour
Project Technician I .....	\$ 42.00/Hour
Aquatic Engineer II.....	\$ 164.00/Hour
Aquatic Engineer I .....	\$ 125.00/Hour
Director of Marketing.....	\$ 153.00/Hour
Marketing Coordinator.....	\$ 111.00/Hour
Accounting .....	\$ 147.00/Hour
Secretarial.....	\$ 104.00/Hour
Clerical.....	\$ 74.00/Hour
Director of Interior Design .....	\$ 140.00/Hour
Interior Designer V .....	\$ 109.00/Hour
Interior Designer IV .....	\$ 91.00/Hour
Interior Designer III .....	\$ 72.00/Hour
Interior Designer II.....	\$ 60.00/Hour
Interior Designer I.....	\$ 43.00/Hour

*(Table deleted)*

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .7 Architect’s Consultant’s expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that required to be provided by the Architect;
- .8 Intentionally Omitted;
- .9

*(Paragraphs deleted)*

Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus fifteen percent (15 %) of the expenses incurred to a maximum of eight percent (8%) of Basic Services fee.

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT’S INSTRUMENTS OF SERVICE**

*(Paragraph deleted)*

Intentionally Omitted.

**§ 11.10 PAYMENTS TO THE ARCHITECT**

**§ 11.10.1** An initial payment of zero ( \$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

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§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within 30 days of presentation of the Architect's invoice. Amounts unpaid 30 days after the invoice date shall bear interest as provided by the Local Government Prompt Payment Act, 50 ILCS 505/1, et seq.

*(Insert rate of monthly or annual interest agreed upon.)*

Payments shall be made in accordance with the Illinois local government Prompt Payment Act.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

§ 12.1 Special terms and conditions that modify this Agreement are as follows:

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

Other documents:

This Agreement fully executed as of: \_\_\_\_\_  
Date: (Day, Month, Year)

**OWNER – Village Bartlett, IL**

**ARCHITECT – Williams Architects**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Mark S. Bushhouse, President)*

Int.



# Agenda Item Executive Summary

Item Name      Quiet Zone/Eagle Z and Global Towing Agreement      Committee or Board      Board

## BUDGET IMPACT

*Amount:*      1,000,000      *Budgeted*      1,000,000

*List what fund*      CN Noise Mitigation Contribution

## EXECUTIVE SUMMARY

As was discussed at the last Committee of the Whole meeting regarding the proposed Quiet Zone, we have prepared a replacement easement for alternate access and sale agreement with Eagle Z Properties, LLC and Global Recycling & Repair Corp that relocates their driveway from Spalding Rd. to Lambert Rd. This driveway relocation is required per the ICC and FRA in order to qualify for the Quiet Zone.

We currently have the Quiet Zone work out to bid so that we can coordinate with the scheduled Metra crossing improvements.

## ATTACHMENTS (PLEASE LIST)

- Memo
- Agreement w/Exhibits
- Resolution

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion
- 

**MOTION:** I move the passage of Resolution 2016- \_\_\_\_\_, a Resolution approving of the agreement to abrogate permanent easements and temporary easements; grant replacement permanent easement and agreement to construct access drive; and purchase and sale agreement with regard to adjoining parcel among the Village of Bartlett, Eagle Z Properties, LLC and Global Recycling & repair Corp.

Staff:      Dan Dinges, Director of Public Works

Date:      6/28/2016

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**BRYAN E. MRAZ**  
BEM@MRAZLAW.COM

DAVID W. GULLION  
ASSOCIATE  
DWG@MRAZLAW.COM

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## MEMORANDUM

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**TO:** President and Board of Trustees of the Village of Bartlett  
Valerie L. Salmons, Village Administrator

**FROM:** Bryan E. Mraz, Village Attorney

**DATE:** June 28, 2016

**RE:** Replacement Easement for Alternate Access and Sale Agreement

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In connection with the Board's discussion at the last Committee of the Whole meeting regarding the proposed Quiet Zone, included with that packet was a Memo from me regarding the grant of a replacement easement by the Village and alternate access for Eagle Z/Global Towing to its property/business. Also included with that Memo was the Agreement to Abrogate Permanent Easements and Temporary Easements; Grant of Replacement Easement and Agreement to Construct Access Drive; and Purchase and Sale Agreement With Regard to Adjoining Parcel (the "Agreement"), which is also attached to this Memo with the Exhibits referenced therein and a Resolution which approves of it.

The Illinois Commerce Commission (the "ICC") and the Federal Railway Administration (the "FRA") have advised that to procure the Quiet Zone, which will benefit approximately 2,600 Bartlett residences, that a barrier median must be constructed and commercial driveways which enter and exit onto Spaulding Road near its intersection with Lambert Lane will have to be closed off and access relocated.

The Agreement, which terminates prior access easements the Village granted to Eagle Z and Global in 2009, grants an alternate access easement across a different portion of the Village property between Lambert Lane and the Eagle Z property. The Spaulding Road Quiet Zone Exhibit attached to this Memo depicts the area in question. The Agreement also requires the Village to construct a new access drive and 7 parking spaces; relocate a gate; and sell to Eagle Z a .560 acre portion of the Village's property for \$18,300, which is its appraised value as determined by MAI certified appraisers after

discounting it for the easements that encumber the title. The sale of this surplus property is authorized by Section 11-76-4.1 of the Illinois Municipal Code.

Funding for the Spaulding Road Quiet Zone improvements, including the cost to construct the new access drive improvements for Eagle Z, will be paid out of the \$1,000,000 noise mitigation monies that the Canadian National Railway Company ("CN") paid to the Village of Bartlett in connection with the settlement of a lawsuit the Village was a party to that challenged the Surface Transportation Board's approval of CN's purchase of the Elgin Joliet & Eastern Railway (the "EJ&E") in 2008. Furthermore, Metra is planning crossing improvements at Spaulding Road this summer that overlap with some of the Quiet Zone improvements the Village would otherwise be required to make and pay for, which will save approximately \$200,000 in project cost.

Accordingly, staff recommends the Board pass the attached:

**RESOLUTION 2016 - \_\_\_\_\_**

**A RESOLUTION APPROVING OF THE AGREEMENT TO ABROGATE PERMANENT EASEMENTS AND TEMPORARY EASEMENTS; GRANT REPLACEMENT PERMANENT EASEMENT AND AGREEMENT TO CONSTRUCT ACCESS DRIVE; AND PURCHASE AND SALE AGREEMENT WITH REGARD TO ADJOINING PARCEL AMONG THE VILLAGE OF BARTLETT, EAGLE Z PROPERTIES, LLC AND GLOBAL RECYCLING & REPAIR CORP.**



RESOLUTION 2016 - \_\_\_\_\_

**A RESOLUTION APPROVING OF THE AGREEMENT TO ABROGATE PERMANENT EASEMENTS AND TEMPORARY EASEMENTS; GRANT REPLACEMENT PERMANENT EASEMENT AND AGREEMENT TO CONSTRUCT ACCESS DRIVE; AND PURCHASE AND SALE AGREEMENT WITH REGARD TO ADJOINING PARCEL AMONG THE VILLAGE OF BARTLETT, EAGLE Z PROPERTIES, LLC AND GLOBAL RECYCLING & REPAIR CORP.**

---

**WHEREAS**, the Village of Bartlett is the owner of the following described property:

Lot 127 in Castle Creek of Bartlett, being a subdivision of part of Section 29, Township 41 North, Range 9, East of the Third Principal Meridian according to the plat thereof recorded June 23, 2004 as Document No. 0417534056, in Cook County, Illinois,

("Parcel 1"); and

**WHEREAS**, Eagle Z Properties, LLC, an Illinois limited liability company, is the owner of the following described property:

That part of the Southwest 1/4 of Section 29, Township 41 North, Range 9 East of the Third Principal Meridian, beginning at the intersection of the North line of the right of way of the Chicago, Milwaukee and St. Paul Railroad, with the East line of the right of way of the Waukegan and Southwest Railway Company; thence Northeasterly 12 rods; thence east 26 rods; thence South 17 rods to the north line of the right of way of the Chicago, Milwaukee and St. Paul Railroad Company, thence Northwesterly to the point of beginning, all in Cook County, Illinois,

("Parcel 2"); and

**WHEREAS**, Parcel 1 and Parcel 2 are adjacent and contiguous to each other;

and

**WHEREAS**, in 2009 the Village granted a permanent easement and a temporary easement over a portion of Parcel 1 for ingress, egress and parking to Eagle Z Properties, LLC ("Eagle Z") and Global Recycling & Repair Corp. ("Global Recycling") pursuant to a

Grant of Permanent Access, Easement and Parking dated June 16, 2009 and recorded with the Cook County Recorder on May 12, 2010 as Document No. 1013231102, to prevent Parcel 2 from being landlocked (the "2009 Easement Agreement"); and

**WHEREAS**, the Village has asked Eagle Z and Global Recycling to abrogate, release and terminate said easements granted to it in the 2009 Easement Agreement, and a certain Roadway Easement Grant which benefits Parcel 2 so that the Village can establish a Quiet Zone in said area; and

**WHEREAS**, Eagle Z will only abrogate said existing easements if a suitable replacement easement granted, and a new access drive and parking improvements lane constructed by the Village; and

**WHEREAS**, a .560 acre portion of Parcel 1 legally described as follows:

That part of Lot 127 in Castle Creek of Bartlett, being a subdivision of part of Section 29, Township 41 North Range 9 East of the Third Principal Meridian according to the plat thereof recorded June 23, 2004 as Document No. 0417534056, described as follows: Commencing at the Southeasterly most corner of said Lot 127; thence South 88 degrees 57 minutes and 32 seconds West, a distance of 48.14 feet along the South line of said Lot 127 to the point of beginning; thence continuing South 88 degrees 57 minutes 32 seconds west, a distance of 76.62 feet along the South line of said Lot 127 to the Southwesterly corner of said Lot 127; thence North 62 degrees 47 minutes 20 seconds West a distance of 15.06 feet along a Southerly line of said Lot 127 to a corner of said Lot 127; thence North 00 degrees 01 minute 45 seconds east, a distance of 280.50 feet along a west line of said Lot 127 to a corner of said Lot 127, thence South 71 degrees 00 minutes 57 seconds East, a distance of 95.16 feet; thence South 00 degrees 01 minute 45 seconds West a distance of 255.04 feet along a line 90.00 feet East of and parallel with the aforesaid West line of Lot 127; to the point of beginning, in Cook County, Illinois,

(the "Surplus Property") which is encumbered with the permanent and temporary easements granted by the 2009 Easement Agreement, is surplus public real estate which the corporate authorities of the Village may authorize for sale pursuant to Section 11-76-4.1 of the Illinois Municipal Code (65 ILCS 5/11-76-4.1); and

**WHEREAS**, the Surplus Property is a .560 acres in size and is located at the northwest quadrant of Spaulding Road and Lambert Lane, Bartlett, is part of PIN 06-29-301-001, zoned P-1 and is currently used by Global Recycling for ingress and egress to an adjoining auto salvage yard on Parcel 2 and for parking; and

**WHEREAS**, Gale C. Jenkins, MAI and Michael MaRous, MAI, CRE performed an appraisal of the Surplus Property and determined the value thereof in As Is condition as encumbered with the permanent and temporary easements is \$18,300; and

**WHEREAS**, the Village desires to sell the Surplus Property to Eagle Z Properties, LLC at 100% of the appraised value thereof and to grant a permanent replacement easement for ingress, egress and parking for alternate access to Parcel 2 to enable the current access from Parcel 2 across Parcel 1 onto Spaulding Road to be permanently closed, which is a precondition to getting a Quiet Zone along the Metra Soo Railway in the vicinity of Spaulding Road and Lambert Lane in the Village of Bartlett;

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

**SECTION ONE:** Eagle Z Properties, LLC has offered to purchase the Surplus Property encumbered by the permanent and temporary easements heretofore granted for 100% of its appraised value of \$18,300, which the corporate authorities have determined is fair and reasonable and in the best interest of the municipality. The sale is necessary to establish a Quiet Zone which will benefit approximately 2,800 Village residents living in that area of the Village.

**SECTION TWO:** That the Village Clerk is directed to publish this Resolution at the first opportunity following the passage hereof in the Bartlett Examiner, a newspaper published in the Village of Bartlett.

**SECTION THREE:** The Agreement to Abrogate Permanent Easements and Temporary Easements; Grant Replacement Permanent Easements and Agreement to Construct Access Drive; and Purchase and Sale Agreement With Regard to Adjoining Parcel dated July 5, 2016, among the Village of Bartlett, Eagle Z Properties, LLC and Global Recycling & Repair Corp. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION FOUR:** 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 FIVE:** The sale of the Surplus Property and the Grant of Replacement Permanent Ingress, Egress and Parking Easement shall be conducted by the Village of Bartlett staff pursuant to the terms and conditions of the Agreement approved in Section Three of this Resolution.

**SECTION SIX: 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 SEVEN: 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 EIGHT: 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 Giles, Village Clerk

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2016 - \_\_\_\_\_ enacted on July 5, 2016, and approved on July 5, 2016, as the same appears from the official records of the Village of Bartlett.

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

**AGREEMENT TO ABROGATE PERMANENT EASEMENTS AND TEMPORARY  
EASEMENTS; GRANT REPLACEMENT PERMANENT EASEMENT AND  
AGREEMENT TO CONSTRUCT ACCESS DRIVE; AND PURCHASE AND SALE  
AGREEMENT WITH REGARD TO ADJOINING PARCEL**

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THIS AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the VILLAGE OF BARTLETT, an Illinois municipal corporation (hereinafter referred to as the "Village"), and EAGLE Z PROPERTIES, LLC, an Illinois limited liability company (hereinafter referred to as "Eagle Z"), and GLOBAL AUTO RECYCLING & REPAIR CORP., an Illinois corporation (hereinafter referred to as "Global").

**RECITALS:**

- A. The Village is the owner of a parcel of land legally described on **Exhibit 1** (hereinafter referred to as "Parcel 1").
- B. Eagle Z is the owner of a parcel of land legally described on **Exhibit 2** (hereinafter referred to as "Parcel 2").
- C. Parcel 1 and Parcel 2 are contiguous to and adjoin each other.
- D. Eagle Z and its predecessors in title to Parcel 2, and such owners' respective tenants, used a portion of Parcel 1 for access to and from Parcel 2 to Spaulding Road in connection with the operation of an auto storage and salvage yard by Global and its predecessor on Parcel 2.
- E. The parties were concerned that the continued use a portion of Parcel 1 for ingress and egress and for parking without a formal agreement could ripen into a claim of ownership by adverse possession or a prescriptive or implied easement by Eagle Z and/or Global.
- F. The parties entered into a certain Grant of Permanent Access Easement and Agreement for Temporary Easement for Additional Access and Parking dated June 16, 2009, and recorded with the Cook County Recorder on May 12, 2010 as

Document No. 1013231102 (the "2009 Easement Agreement"), which is expressly incorporated herein by reference.

G. Under the terms of the 2009 Easement Agreement, the Village granted to Eagle Z a 40 foot wide permanent easement over and across a portion of Parcel 1 legally described as follows:

That part of Lot 127 in Castle Creek of Bartlett described as follows: Commencing at the Southeasterly most corner of said Lot 127; thence South 88 degrees 57 minutes 32 seconds West along the most Southerly line of said Lot 127, a distance of 98.15 feet to the point of beginning "A"; thence continuing South 88 degrees 57 minutes 32 seconds West, a distance of 26.61 feet to the Southwesterly corner of said Lot 127; thence North 62 degrees 47 minutes 20 seconds West, a distance of 15.06 feet to a corner of said Lot 127; thence North 00 degrees 01 minutes 45 seconds East, a distance of 280.50 feet to a corner of said Lot 127; thence South 71 degrees 00 minutes 57 seconds East, a distance of 42.31 feet; thence South 00 degrees 01 minutes 45 seconds west, a distance of 273.11 feet to point of beginning "A" , in Cook County, Illinois,

(referred to herein alternatively as the "2009 Permanent Easement" or the "2009 Permanent Easement Premises"), and granted to Eagle Z a 30 foot wide temporary easement over and across a portion of Lot 1 legally described as follows:

That part of Lot 127 in Castle Creek of Bartlett described as follows: Commencing at the Southeasterly most corner of said Lot 127; thence South 88 degrees 57 minutes 32 seconds West along the most Southerly line of said lot 127, a distance of 68.14 feet to the point of beginning "B": thence continuing South 88 degrees 57 minutes 32 seconds West, a distance of 56.62 feet to the Southwesterly corner of said Lot 127; thence North 62 degrees 47 minutes 20 seconds West, a distance of 15.06 feet to a corner of said Lot 127; thence North 00 degrees 01 minutes 45 seconds East, a distance of 280.50 feet to a corner of said Lot 127; thence South 71 degrees 00 minutes 57 seconds East, a distance of 74.04 feet; thence South 00 degrees 01 minutes 45 seconds West, a distance of 262.22 feet to point of beginning "B", in Cook County, Illinois,

(the referred to alternatively as the "2009 Temporary Easement" or the "2009 Temporary Easement Premises").

H. The 2009 Temporary Easement was for a five year term, with the option given to Eagle Z to extend it for an additional five year term, which Eagle Z exercised, making the termination date of the temporary easement June 15, 2019, unless it is sooner

terminated by agreement or due to a default by Eagle Z, Global Towing, or Eagle Z's other tenants of the terms and conditions of the 2009 Easement Agreement, including, without limitation, default or breach of the "Prohibited and Permitted Truck Routes" provisions contained therein.

I. The Village and Grand Trunk Corporation ("GTC") entered a Memorandum of Agreement dated December 15, 2012 whereby GTC agreed to pay the Village up to \$1,000,000 (the "CN Noise Mitigation Money") for noise mitigation in the vicinity of the former Elgin, Joliet & Eastern Railway Company right-of-way or property (the "CN ROW").

J. The Village wishes to utilize the CN Noise Mitigation Money to construct a "quiet zone" located within 2,500 feet of the CN ROW or property, which according to representatives from the Federal Rail Authority (the "FRA") and the Illinois Commerce Commission (the "ICC"), will require the closing of access to Parcel 2 off of Spaulding Road over and across Parcel 1, and will require the abrogation of the 2009 Permanent Easement and the 2009 Temporary Easement granted by the Village over and across Parcel 1 to Eagle Z and Global under the terms of the 2009 Easement Agreement, and the abrogation of a certain Roadway Easement Grant dated February 1, 1987 recorded February 4, 1987 as Document No. 87068084 granted by CMC Real Estate Corporation to the Cosmopolitan National Bank of Chicago as Trustee u/t/a dated December 27, 1968 for access to and from Parcel 2 along and adjacent to the Metra Soo Railroad right-of-way (the "Roadway Easement Grant"), reserving only the right to keep its existing septic field which lies in or encroaches upon the Roadway Easement Grant premises.

K. Eagle Z and Global are willing to terminate and abrogate the aforesaid easements provided: (1) the Village grants them and to their respective guests and invitees a permanent 40 foot to 50 foot wide replacement ingress, egress and parking

easement over and across Parcel 1 to and from Lambert Lane to Parcel 2 as legally described on **Exhibit 3** and as legally described and depicted on the Plat of Easement attached hereto as **Exhibit 4** (the "Replacement Permanent Ingress, Egress and Parking Easement"); (2) the Village constructs a concrete and/or asphalt driveway from Lambert Lane to Parcel 2 on the Replacement Permanent Ingress, Egress and Parking Easement and installs a seven (7) space asphalt parking area and grades and lays gravel on the balance of said permanent easement for additional customer parking in accordance with the Construction Details for the Global Driveway set forth on **Exhibit 5A** and the Village of Bartlett Spaulding Road Quiet Zone Parking Lot Exhibit attached hereto as Exhibit 5B at the Village's expense (the "Relocated Access Drive"); (3) the Village pays for a six foot (6') gate in the fence adjacent to the parking spaces for Global's customers use (the "Customer Gate"), and the Village pays for the cost of a new replacement sliding gate at the south end of the Relocated Access Drive of the same length, height and design as the existing gate along the south side of Parcel 2 that will have to be removed as a consequence of the relocation of the access to Parcel 2 (the "Replacement Gate") and remove the old gate and erect a fence where the old gate was located; and (4) the Village sells Eagle Z an 0.560 acre portion of Parcel 1 as legally described and depicted on the Plat of Survey attached hereto as on **Exhibit 6** (the "Sale Parcel"), which is surplus public real estate of the Village, for the \$18,300 appraised value of the Sale Parcel, in "as is condition" and as encumbered with the permanent and temporary easements, determined by MAI appraisers Gale Jenkins and Mike MaRous, as evidenced by the appraisal attached hereto as **Exhibit 7**, and upon the terms and conditions hereinafter set forth.

L. The Village is willing to grant the Replacement Permanent Ingress, Egress and Parking Easement to construct the Relocated Access Drive, pay for the Customer

Gate and the Replacement Gate, and to sell the Sale Parcel to Eagle Z for the appraised value of \$18,300, upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings hereinafter set forth, the receipt and sufficiency of which is hereby irrevocably acknowledged, it is agreed by and among the parties as follows:

1. Recitals: The Recitals are hereby incorporated into the body of this Agreement.

2. Grant of Replacement Permanent Easement. The Village, as the owner of Parcel 1 and as Grantor, will grant to Eagle Z as Grantee and to Grantee's manager's members, servants, employees, agents, representatives, tenants, invitees, visitors, licensees, concessionaires, customers, successors and assigns, a permanent easement appurtenant to Parcel 1, 40 feet to 50 feet in width, over and across the Replacement Permanent Ingress, Egress and Parking Easement Premises as legally described on Exhibit 3 and depicted on the Plat of Easement attached hereto as Exhibit 4 and again legally described thereon under the heading "Replacement Permanent Ingress, Egress and Parking Easement", for access, ingress and egress to and from the Lambert Lane right-of-way to the Sale Parcel and to Parcel 2 and for parking of customer vehicles along and perpendicular to the fence along the north side of Parcel 2 within said easement premises, by the deposit into escrow and subsequent recording of the Grant of Replacement Permanent Ingress, Egress and Parking Easement document in form as attached hereto as **Exhibit 8** upon the terms and conditions of this Agreement.

3. Abrogation, Release and Termination of Easements. Provided the Village is able to utilize the CN Noise Mitigation Money for the cost of constructing and installing the Relocated Access Drive and Replacement Gate, the Village will pay for and cause

the Customer Gate and the Relocated Access Drive to be constructed and pay for the cost of installing the Relocated Gate, removing the old gate and erecting a fence where the old gate was located. Upon completion of the Relocated Access Drive, Eagle Z and Global shall each execute a separate Abrogation, Release and Termination of Easements abrogating, releasing and terminating all right, title and interest in and to the 2009 Permanent Easement Premises and the 2009 Temporary Easement Premises granted under the 2009 Easement Agreement, in form as attached hereto as **Exhibit 9** except as said document is required to be modified to satisfy the Title Insurer; and an Abrogation, Release and Termination of Roadway Easement Grant in form attached hereto as **Exhibit 10** except as said document is required to be modified to satisfy the Title Insurer; and deposit the same in escrow pursuant to paragraph 10 and subsequent recording upon the terms and conditions of this Agreement. Upon recording of the Grant of Replacement Permanent Ingress, Egress and Parking Easement and provided the Village has constructed the Relocated Access Drive and paid for the Customer Gate and the Replacement Gate, the Abrogation, Release and Termination of Easements and the Abrogation, Release and Termination of the Roadway Easement Grant, and the Village shall then be authorized post closing, and is hereby granted a license by Eagle Z, to install a barrier curb along the south line of Parcel 1 and Parcel 2 to prevent further ingress and egress from Spaulding Road to said parcels.

4. Sale. Eagle Z agrees to purchase and the Village hereby agrees to sell the Sale Property as surplus property, and all other rights and interests appurtenant thereto, upon the terms and conditions herein set forth.

5. Purchase Price. The Purchase Price for the Sale Property shall be Eighteen Thousand Three Hundred Dollars (\$18,300.00), plus or minus proration, and shall be

paid by Eagle Z by certified check, cashier's check or wire transfer payable to the title company at the time of closing, as hereinafter provided. The said Purchase Price shall be reduced by the cost of the Customer Gate and the Replacement Gate, and if the cost of said gates exceeds the Purchase Price for the Sale Property, the Village will pay the difference to Eagle Z.

6. Survey. The Village has delivered to Eagle Z a Plat of Survey of the Sale Property which is attached hereto as **Exhibit 6**, which Eagle Z has determined is acceptable.

7. Title Commitment and Policy. A. Within thirty (30) days after Effective Date of this Agreement, the Village shall cause to be delivered to Eagle Z, at the Village's expense, a written commitment (the "Title Commitment") from Chicago Title Insurance Company (the "Title Insurer") to issue its ALTA Form 1970-B owner's title insurance policy in the minimum amount of \$50,000.00, together with copies of any and all restrictions, covenants, conditions and any and all easements of record as set forth in the Title Commitment, subject to the general exceptions contained in owner's policies customarily issued by the Title Insurer, insuring Eagle Z's title to the Sale Property, including, without limitation, those easements running for the benefit of Parcel 1 on or after the Effective Date hereof, subject only to the following special exceptions: (1) general real estate taxes on the Real Estate for the year 2015 and taxes for subsequent years; (2) zoning, building and other laws and ordinances; (3) covenants and restrictions of record; (4) drainage ditches, feeders, laterals and drain tile, pipe or other conduit; (5) the Grant of Permanent Access and Agreement for Temporary Easement for Additional Access and Parking dated June 16, 2009, recorded May 12, 2010 as Document No. 1013231102; (6) the Roadway Easement Grant; (7) acts done or suffered by or judgments against Eagle Z or Global, or

those claiming, by, through or under Eagle Z or Global, all of which are hereinafter referred to as the "Permitted Exceptions", and title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at Closing and which shall be removed at that time by using the funds paid by Eagle Z at Closing, if available and in any event any such special endorsement of Eagle Z's lender being at Eagle Z's cost and expense.

B. If the Title Commitment and the Plat of Survey, or either of them, disclose (1) exceptions to title other than the Permitted Exceptions, (2) liens or encumbrances of an ascertainable amount which may be removed by the payment of money at Closing, or (3) survey matters that render the title unmarketable, the Village shall have thirty (30) days from the date of delivery of the Title Commitment to Eagle Z to have such exceptions removed from the Title Commitment (or to have the Title Insurer commit to insure for the full amount of the Title Commitment against any loss or damage that may be caused by such unpermitted exceptions and further commit to reissue such coverage in subsequent policies of title insurance insuring title to the Sale Property) and provide evidence thereof to Eagle Z. If the Village is able to cure such unpermitted exceptions by having the Title Insurer waive such exceptions or commit to insure over the same, then Eagle Z shall proceed in accordance with the provisions of this Agreement. If The Village fails to have such exceptions removed or insured over within such time period, Eagle Z may elect, on or before the Closing Date, to (1) terminate this Agreement, or (2) proceed to close the transaction contemplated hereby and accept title subject to such unpermitted exceptions with the further right to deduct from the Purchase Price amounts secured by unpermitted liens or encumbrances of a definite or ascertainable amount, and to cause the Title Insurer to issue its endorsement insuring against damage or loss caused by any such

unpermitted exceptions and deduct from the Purchase Price the cost of premiums and security provided for said endorsements, as the case may be.

C. The closing shall be "New York Style", and at closing Eagle Z shall receive from the Title Insurer a Title Policy at the Village's expense to cover the Closing Date and the recording of (1) the deed to the Sale Property, (2) the Grant of Replacement Permanent Ingress, Egress and Parking Easement, concurrent with the Closing Date. The Title Policy shall be on an ALTA Owner's Form, subject only to the Permitted Exceptions, in an amount equal to the purchase price, showing Eagle Z as the owner insured thereunder.

10. Closing.

A. The closing of this transaction, including the making of all deposits in the Escrow including the making of all deposits in the Escrow required to be made pursuant to the terms of this Agreement and the Escrow Agreement, shall take place on the 30<sup>th</sup> day following the completion of the Relocated Access Drive, at the Lisle office of Chicago Title Insurance Company (the "Closing" or the "Closing Date").

B. On or before the Closing Date, the Village shall deposit or cause to be deposited in the Escrow the following closing documents:

- (1) A recordable Warranty Deed in appropriate form to convey the Sale Property to Eagle Z, free and clear of any liens, leases, easements, covenants, encumbrances or restrictions of any nature whatsoever except the Permitted Exceptions;
- (2) Grant of Replacement Permanent Ingress, Egress and Park Easement.
- (3) An affidavit executed by The Village in form and substance acceptable under Section 1445 of the Internal Revenue Code, as amended, setting forth under penalty of perjury, The Village's United States taxpayer identification number and certifying that The Village is not a "foreign person" as that term is used under Section 1445 (b)(2) of the Internal Revenue Code, as amended;

- (4) Executed ALTA Statements;
- (5) An affidavit of title;
- (6) A GAP undertaking in form as customarily required by the Title Insurer.
- (7) Such other documents, instruments, certifications, resolutions and confirmations as may reasonably be required by the Title Insurer and the Eagle Z, or either of them, to fully effect and consummate the transactions contemplated hereby; and

C. On or before the Closing Date, Eagle Z shall deposit or cause to be deposited into the Escrow the following:

- (1) Executed ALTA Statements;
- (2) Abrogation, Release and Termination of Easements of the 2009 Permanent Easement and Release of the 2009 Temporary Easement, each granted under the 2009 Easement Agreement, and termination of the 2009 Easement Agreement.
- (3) Abrogation, Release and Termination of the Roadway Easement Grant.
- (4) The balance of the Purchase Price as set forth in Paragraph 6, if any; and
- (5) A GAP undertaking in form as customarily required by the Title Insurer, if any.
- (5) Such other documents, instruments, certifications, resolutions and confirmations as may reasonably be required by the Title Insurer and the Village, or either of them, to fully effect and consummate the transactions contemplated hereby.

D. On or before the Closing Date, the Village and Eagle Z shall jointly deposit or cause to be deposited into the Escrow the following:

- (1) Jointly executed Closing Statement; and
- (2) Such municipal, county and state real estate transfer declarations or exemption certifications as may be required.

11. The Village shall pay all charges not expressly required to be paid by Eagle Z and/or Global herein, including, without limitation, all title and recording charges (except

for recording of loan documents) and title insurance premiums, fees and any transfer or stamp tax imposed by State, County or Municipal law or ordinance, unless exempt therefrom, and the cost of the Survey. The parties shall split equally the closing and deed and money escrow fees. After the closing and issuance of a later date title policy insuring the Sale Parcel, including access thereto and to Parcel 2 by virtue of the Grant of Replacement Permanent Ingress, Egress and Parking Easement in lieu of the abrogated, released and terminated 2009 Permanent Easement, the 2009 Temporary Easement, and/or the Roadway Easement Grant, the Village shall have the right to install and construct a barrier curb and/or non-mountable median to prevent further road access to and from Parcel 1, Parcel 2 and/or the Sale Parcel off of Spaulding Road.

12. Disconnection and Zoning in County. Given that auto storage and salvage yards are not permitted or special uses under any Village of Bartlett Zoning District after Eagle Z has purchased the Sale Parcel, the Village will pass an ordinance disconnecting the Sale Parcel from the Village, within sixty (60) days of receipt of (1) a proper petition to disconnect the Sale Parcel from the Village of Bartlett; and (2) a plat of disconnection of the Sale Parcel. The Village agrees that it will not object to any petition or application to consolidate the Sale Parcel with Parcel 1 or to rezone the Sale Parcel in Cook County to the same zoning as on Parcel 1, including any petition for a special or conditional use to allow an expansion of the auto storage and salvage yard use and/or construct a building ancillary to said use with a building height of not greater than 30 feet provided (i) the existing fence remains or is relocated or a fence of the same size, quality and appearance is erected along the east line of the Sale Parcel; (ii) no audio speakers which amplify sound shall be placed upon the Sale Parcel;

13. Global Post-Closing Truck Restrictions. After the closing on the sale of the Sale Parcel to Eagle Z and the completion of the Relocated Access Drive, Eagle Z and Global agree that as long as: (i) Eagle Z (or an entity in which William Zuccaro has an interest) owns the Sale Parcel; and/or (2) Global (or another entity in which William Zuccaro owns stock or a membership interest, or is an officer, director or manager) operates an auto storage and salvage yard or similar or ancillary use on the Sale Parcel, no truck or commercial vehicle greater than 8,000 pounds gross weight (D Plate and above) or any tow truck or flatbed truck, irrespective of size, which is owned, leased and/or operated by Global, or any affiliate of Global or Eagle Z (the "Global Trucks") shall travel upon Lambert Lane north of the Relocated Access Drive, or upon Naperville Road, or Spaulding Road east of Lambert Lane (the "Prohibited Truck Routes"), provided the Permitted Truck Routes defined herein below are open. From and after the closing on the Sale Parcel and completion of the Relocated Access Drive, the Global Trucks shall access and travel to and from Parcel 2 utilizing only the following routes:

- |                 |  |
|-----------------|--|
| From the North: | Lake Street to Bluff City Blvd., south then west to Gifford Road, south to Spaulding Road, east to Lambert Lane, north to the Relocated Access Drive for Parcel 2.   |
| From the South: | West Bartlett Road to Gifford Road, north to Spaulding Road, east to Lambert lane, north to the Relocated Access Drive for Parcel 2.   |
| From the West:  | Route 25 to West Bartlett Road, east to Gifford Road, north to Spaulding Road, east to Lambert Lane, north to the Relocated Access Drive for Parcel 2.   |
| From the East:  | Route 59 to (i) West Bartlett road, west to Gifford Road, north to Spaulding Road east to Lambert Lane, north to the Relocated Access Drive for Parcel 2, or (ii) Lake Street west to Bluff City Blvd., south then west to Gifford Road, south to Spaulding Road east to Lambert Lane, north to the Relocated Access Drive for Parcel 2. |

(the "Permitted Truck Routes"), provided said Permitted Truck Routes are open. Eagle Z shall amend its lease with Global making it a default thereunder for any of the Global Trucks to use the Prohibited Truck Route and mandating that the Global Trucks use the Permitted Truck Routes. Eagle Z shall include similar provisions in every lease renewal or new lease for its other tenants on Parcel 2, if any ("Grantee's Other Tenants") to make it a default under said renewed or new leases to prohibit said tenants from allowing their commercial vehicles to use the Prohibited Truck Routes and mandating said tenants to only use the Permitted Truck Routes for their respective commercial vehicles for access to Parcel 2 provided the Permitted Truck Routes are open. The foregoing truck route restriction shall be an ongoing contractual obligation binding upon Eagle Z and Global, and upon each of their respective affiliates, successors and assigns, and said obligations shall not merge with the delivery of the deed to the Sale Parcel from the Village to Eagle Z. The use of Prohibited Truck Routes and/or failure to only use a Permitted Truck Route by a Global customer shall not constitute a default under this Agreement. The use of the Prohibited Truck Route and/or the failure to use a Permitted Truck Route for access by Eagle Z and Global, or either of them, or by their respective, managers, members, officers, directors, employees, affiliates, successors and assigns shall constitute a default or breach of this contract, however, in the event of any such default or breach, there shall be no reversion or reverter of title to the Sale Parcel, but the Village may enforce this provision by the levy of a fine and shall have all available remedies for each violation as provided by state statute or local ordinance as they may be amended from time, and Global waives any defense to any overweight or prohibition against tow trucks on any of the Prohibited Routes on the basis that travel upon said road is for local delivery. In the event of repeated violations or defaults here under and the failure stop said violations

and/or cure said defaults the Village shall be entitled to enforce this provision by injunctive relief.

14. Default/Remedies. Other than a default or breach of the Global truck route restrictions set forth in paragraph 13 which provides for its own default and remedy provisions, in the event of any other default or breach of this Agreement, the non-defaulting party shall be entitled to all available remedies at law and/or in equity.

15. Attorney's Fees. In the event either party enforces this instrument by appropriate action in a court of law, the prevailing party in such litigation shall be entitled to recover as part of its costs, its reasonable attorney's fees.

16. Notice. All notices hereunder shall be deemed properly served if delivered in person by commercial overnight air courier, by facsimile or by registered or certified U.S. Mail, return receipt requested, with postage prepaid to the following or to such other or additional parties and addresses as either Grantor or Grantee may subsequently designate by notice:

If to Grantor: Village of Bartlett  
228 South Main Street  
Bartlett, Illinois, 60103  
Attn: Valerie L. Salmons, Village Administrator  
Telephone: 630-837-0800  
Fax: 630-837-2468

With Copies to: Bryan E. Mraz, Esq.  
111 East Irving Park Rd.  
Roselle, Illinois, 60172-2070  
Telephone: 630-529-2541  
Fax: 630-529-2019

If to Grantee: Eagle Z Properties, LLC  
357 Eagle Lane  
Bloomington, Illinois, 60108  
Attn: William Zuccaro  
Telephone: 847-608-4700  
Fax: 847-608-9777

With Copies to: Salvatore Spaccaferro, Esq.  
One Woodfield Place  
1701 E. Woodfield Road  
Suite 1101  
Schaumburg, Illinois, 60173  
Telephone: 630-628-5400  
Fax: 847-464-5935

If to Global: Global Auto Recycling & Repair Corp.  
31 W 450 Spaulding Road  
Elgin, Illinois, 60120  
Attn: Joseph Zuccaro  
Telephone: 847 – 608-4700  
Fax: 847 – 608-9777

With Copies to: Salvatore Spaccaferro, Esq.  
One Woodfield Place  
1701 E. Woodfield Road  
Suite 1101  
Schaumburg, Illinois, 60173  
Telephone: 630-628-5400  
Fax: 847-464-5935

17. Effective Date. The “Effective Date” or the “Contract Date” of this Agreement shall be the date of final signature herein by the last of Eagle Z and The Village to execute this Agreement.

18. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the purchase and sale of the Property, and the same may not be ended, modified or discharged, except by an instrument in writing signed by the party to be bound thereby.

19. Persons Bound. This Agreement, and all covenants and provisions herein contained, shall bind and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors and assigns.

20. Further Assurances. The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances as to take all such further action before or after the Closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

21. Survival and Benefit. All representations, warranties, agreements and obligations of the parties shall, notwithstanding any investigation made by any party hereto, survive the closing and the same shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Neither party shall assign all or any part of its interest under this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld.

22. No Third Party Benefits. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective nominee, heirs, successors and assigns, and no third party is intended to or shall have any rights hereunder, except for Global, which is a third party beneficiary of this Agreement.

23. No Partnership or Joint Venture. Nothing contained in this Agreement is intended or shall be construed in a manner to create any relationship between The Village and Eagle Z other than the relationship or Eagle Z and the Village, and The Village and Eagle Z shall not be considered agents of the other, joint venturers or partners for any purpose.

24. No Recording. Neither this Contract nor any notice or memorandum hereof (except a Lis Pendens Notice filed contemporaneously with the filing of a lawsuit for

specific performance of this Contract) shall be recorded against the Sale Property without the Village's express written consent.

11. Interpretation.

A. The headings and captions herein are inserted for reference only and the same shall not limit or construe the paragraphs or sections to which they apply or otherwise affect the interpretation hereof.

B. The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms shall refer to this Agreement, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Agreement.

C. Words of the masculine, feminine or neuter gender shall mean and include the correlative words of other genders, and words importing the singular number shall mean and include the plural number and vice versa where the context so requires.

D. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

E. The terms "include," "including," and similar terms shall be construed as if followed by the phrase "without being limited to."

F. This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed an original, but all of this together shall constitute one and the same instrument.

G. Whenever under the terms of this Agreement time for performance of a covenant or condition falls upon a Saturday, Sunday or holiday, such time for performance shall be extended to the next business day. Otherwise all references herein to "days" shall mean calendar days.

H. All exhibits attached to this Agreement are hereby incorporated as a part of this Agreement by reference.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereto set their hands and seals on the days and dates written below.

Dated: \_\_\_\_\_, 2016

VILLAGE OF BARTLETT

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

Attest:

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

Dated: \_\_\_\_\_, 2016

EAGLE Z PROPERTIES, LLC

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

GLOBAL AUTO RECYCLING &  
REPAIR CORP.

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

## INDEX OF EXHIBITS

<u>Exhibit No.</u>	<u>Exhibit</u>
1	Legal Description of Village Owned Property (Parcel 1)
2	Legal Description of Eagle Z Owned Property (Parcel 2)
3	Legal Description of Replacement Permanent Ingress and Egress Easement
4	Plat of Easement for the Replacement Permanent Ingress and Egress Easement
5A	Construction Details for Global Driveway Plan
5B	Spaulding Road Quiet Zone Parking Lot Exhibit
6	Legal Description and Plat of Survey of 0.560 Acre Sale Parcel
7	Jenkins and MaRous MAI Appraisal
8	Form of Grant of Replacement Permanent Easement for Ingress, Egress, and Parking Easement
9	Form of Abrogation, Release and Termination of Easements (2009 Permanent Easement and 2009 Temporary Easement)
10	Form of Abrogation, Release and Termination of Roadway Easement Grant

**Exhibit 1**

**Legal Description of Parcel 1 (Grantor's Parcel)**

LOT 127 IN CASTLE CREEK OF BARTLETT, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2004 AS DOCUMENT NO. 0417534056, IN COOK COUNTY, ILLINOIS.

PIN: 06-29-301-001-0000

**Exhibit 2**

**Legal Description of Parcel 2 (Grantee's Parcel)**

THAT PART OF THE SOUTHWEST ¼ OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, WITH THE EAST LINE OF THE RIGHT OF WAY OF THE WAUKEGAN AND SOUTHWEST RAILWAY COMPANY; THENCE NORTHEASTERLY 12 RODS; THENCE EAST 26 RODS; THENCE SOUTH 17 RODS TO THE NORTH LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY, THENCE NORTHWESTERLY TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PERMANENT PARCEL INDEX NO. 06-29-300-004-0000

### EXHIBIT 3

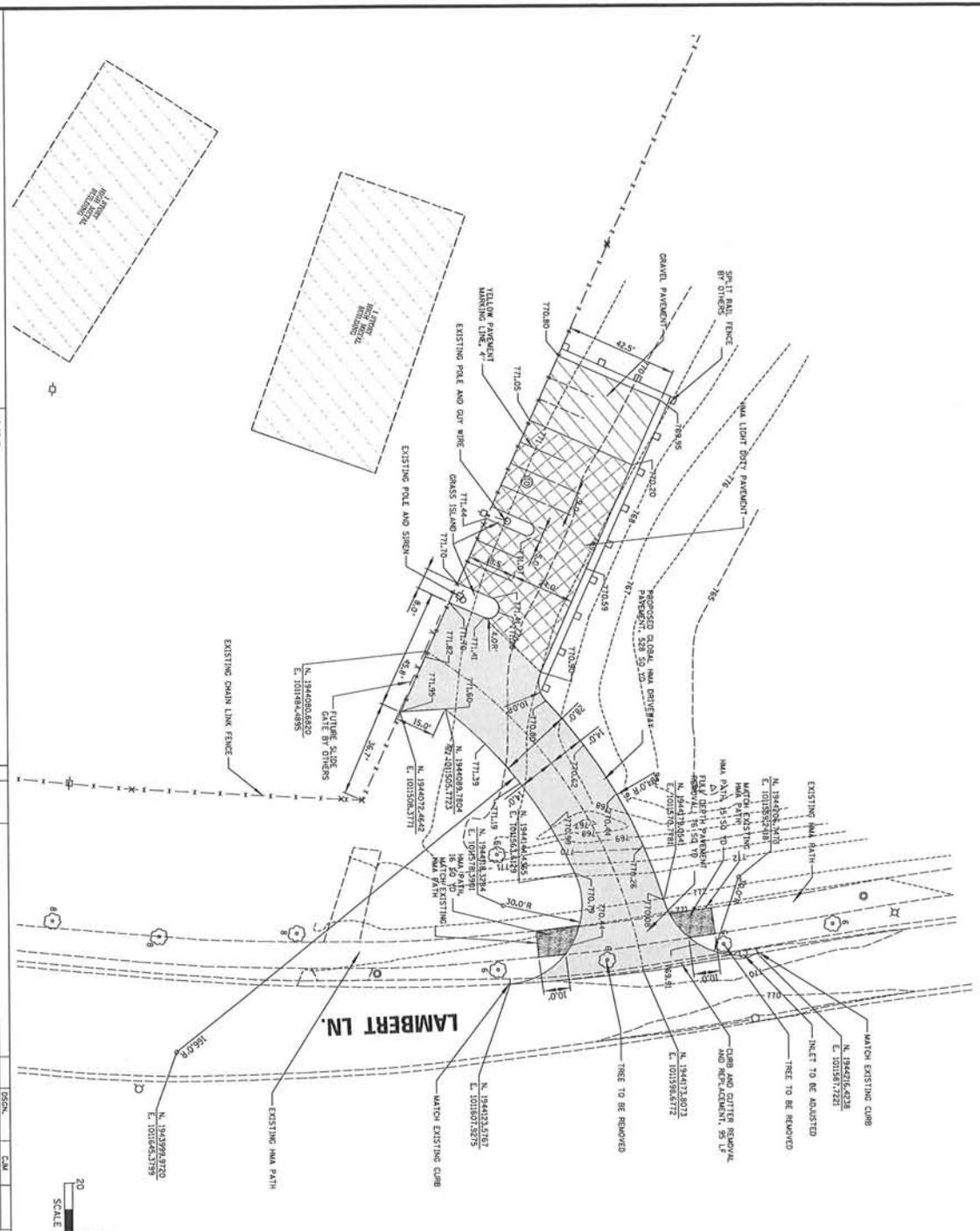
#### INGRESS, EGRESS AND PARKING EASEMENT

THAT PART OF LOT 127 IN CASTLE CREEK OF BARTLETT, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2004 AS DOCUMENT NUMBER 0417534056, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY MOST CORNER OF SAID LOT 127; THENCE SOUTH 88 DEGREES 57 MINUTES 32 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 127, A DISTANCE OF 48.14 FEET TO A LINE 90.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 127; THENCE NORTH 00 DEGREES 01 MINUTE 45 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 255.04 FEET TO THE SOUTHEASTERLY EXTENSION OF A SOUTHERLY LINE OF SAID LOT 127; THENCE NORTH 71 DEGREES 00 MINUTES 57 SECONDS WEST ALONG SAID SOUTHEASTERLY EXTENSION A DISTANCE OF 42.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 71 DEGREES 00 MINUTES 57 SECONDS WEST ALONG SAID SOUTHEASTERLY EXTENSION AND SOUTHERLY LINE, A DISTANCE OF 157.00 FEET; THENCE NORTH 18 DEGREES 59 MINUTES 03 SECONDS EAST, A DISTANCE OF 44.00 FEET TO A LINE 44.00 FEET NORTHERLY OF AND PARALLEL WITH A SOUTHERLY LINE OF SAID LOT 127; THENCE SOUTH 71 DEGREES 00 MINUTES 57 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 115.28 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 85.88 FEET, A CHORD BEARING NORTH 51 DEGREES 09 MINUTES 25 SECONDS EAST AND A CHORD DISTANCE OF 85.22 FEET; THENCE NORTH 63 DEGREES 27 MINUTES 31 SECONDS EAST, A DISTANCE OF 19.61 FEET TO THE WESTERLY LINE OF LAMBERT LANE; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE, SAID LINE BEING ALSO A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 967.00 FEET AN ARC LENGTH OF 41.14 FEET, A CHORD BEARING SOUTH 13 DEGREES 04 MINUTES 14 SECONDS EAST AND A CHORD DISTANCE OF 41.13 FEET; THENCE SOUTH 63 DEGREES 27 MINUTES 31 SECONDS WEST ALONG A NON-TANGENT LINE A DISTANCE OF 10.03 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 160.00 FEET, AN ARC LENGTH OF 83.50 FEET, A CHORD BEARING SOUTH 48 DEGREES 30 MINUTES 27 SECONDS WEST AND A CHORD DISTANCE OF 82.56 FEET; THENCE SOUTH 08 DEGREES 33 MINUTES 17 SECONDS EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 18.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



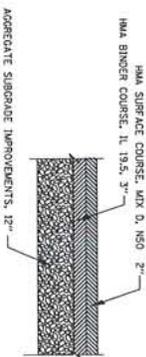
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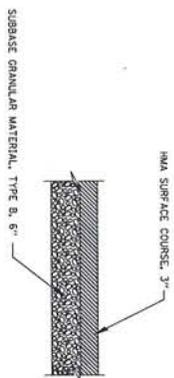
LEGEND

[Symbol]	MMA DRIVEWAY PAVEMENT
[Symbol]	MMA LIGHT DUTY PAVEMENT
[Symbol]	GRAVEL PAVEMENT
[Symbol]	MMA PATH

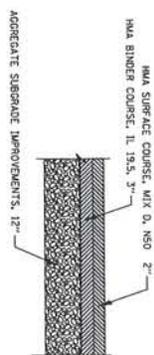
NOTE:  
 ALL ELEVATIONS LISTED ARE TO FINISHED GRADE  
 UNLESS OTHERWISE INDICATED.



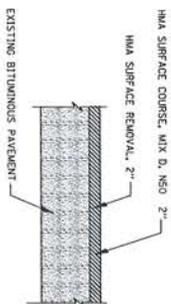
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NOT TO SCALE



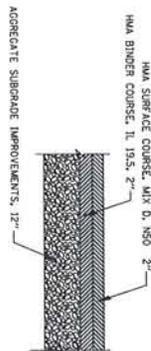
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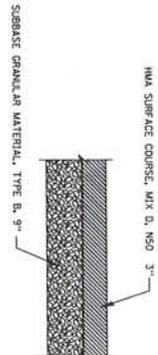
**TYP. GLOBAL DRIVEWAY PAVEMENT SECTION**  
NOT TO SCALE



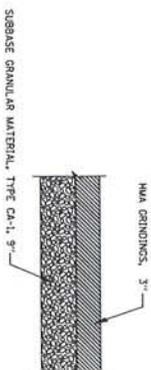
**TYP. SPAULDING ROAD PAVEMENT MILLING SECTION**  
NOT TO SCALE



**TYP. TOVAR DRIVEWAY PAVEMENT SECTION**  
NOT TO SCALE



**TYP. GLOBAL PARKING LOT LIGHT DUTY PAVEMENT SECTION**  
NOT TO SCALE



**TYP. GLOBAL PARKING LOT GRAVEL PAVEMENT SECTION**  
NOT TO SCALE

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
5973 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-0500

**VILLAGE OF BARTLETT**  
228 S. MAIN STREET  
BARTLETT, ILLINOIS 60103

NO.	DATE	DESCRIPTION	BY	CHKD.
1		ISSUED FOR CONSTRUCTION		

**VILLAGE OF BARTLETT**  
**SPAULDING ROAD QUIET ZONE**  
**CONSTRUCTION DETAILS**

PROJ. NO. 14-0645  
DATE: 08-20-18  
SHEET 5 OF 13  
DRAWING NO. DET-1







<b>CHRISTOPHER B. BURKE ENGINEERING, LTD.</b> 8575 W. Higgins Road, Suite 600 Rosemont, Illinois 60018 (847) 822-0500		CLIENT: <b>VILLAGE OF BARTLETT</b> 228 S. MAIN STREET BARTLETT, ILLINOIS 60103	TITLE: <b>VILLAGE OF BARTLETT          SPAULDING ROAD QUIET ZONE          PARKING LOT EXHIBIT</b>	PROJ. NO. 14-0645 DATE 05-31-16 SHEET 1 OF 1 DRAWING NO.
DISCN. DATE DATE SCALE PLOT DATE CAD USER CHKD.	C.A.M. DATE MAX. DATE DATE 5/21/2016 mcdonough DEPT/OUT	NO. DATE NATURE OF REVISION FILE NAME: BV060516-05-31-16-0503	NO. DATE NATURE OF REVISION FILE NAME:	NO. DATE NATURE OF REVISION FILE NAME:





## MaROUS & COMPANY

October 7, 2015

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

Attention: Mr. Jim Plonczynski, Community Development Director

Subject: 0.560-acre Land Parcel  
Northwest Quadrant of Spaulding Road and Lambert Lane  
Bartlett, Illinois 60120  
PIN 06-29-301-001 (Partial)

Dear Mr. Mraz:

In conformance with the signed letter of engagement, the 0.560-acre vacant land parcel located at the northwest quadrant of Spaulding Road and Lambert Lane, in proximity to the Castle Creek planned residential development, Bartlett, Illinois, has been inspected and appraised. This appraisal report has been prepared specifically for the use of the Village of Bartlett and its counsel, Bryan E. Mraz. The purpose of this appraisal is to estimate the market values of the subject property as of September 7, 2015, in order to assist the client in determining at what price the property would sell if exposed for sale in the open market. The entire fee simple and a partial interest in the property are being appraised.

The property being appraised is a mostly rectangular-shaped land parcel that contains 0.560 acre or approximately 24,372 square feet of land area. The subject property is part of a larger, approximate 12-acre land tract of land, (the Larger Parcel) which is part of the Castle Creek planned residential subdivision development. The Larger Parcel originally was scheduled for development with a Suburban Transit Access Route (STAR) Metra station. The subject property and the larger parcel are zoned PD, Planned Development District, by the Village of Bartlett.

All utilities, including electricity, natural gas, telephone, and municipal water and sewer, are assumed to be available; however, they are not installed to the site. According to the Flood Insurance Rate Map, Panel Number 17031C163J and dated August 19, 2008, the subject property is located in a Zone X, an area that is not designated as a flood hazard area. There are no known areas of wetlands on the subject property.

The subject property is located within the far northwest side of the village of Bartlett. In general terms, the land uses to the east are within the Village of Bartlett and are residential in nature and the land uses to the west are within the City of Elgin and are industrial in use. Immediately west of the subject property is an automobile salvage yard identified as Global Auto Recyclers, which is referred to herein as the Global Parcel, and which is located in unincorporated Elgin Township. This immediate area is traversed by numerous railroad right-of-way lines. As part of a larger effort to create a Federal Railroad Administration-regulated quiet zone in this area, the Village of Bartlett is considering selling the subject

Mr. Bryan E. Mraz  
Northwest Quadrant of Spaulding Road and Lambert Lane  
October 7, 2015

property to the owner of the Global Parcel and reconfiguring the points of ingress and egress to these parcels.

The subject property is encumbered with a permanent access easement and a temporary easement for additional access and parking for the benefit of the Global Parcel. Our client has instructed us to appraise the subject property in its *as is condition* encumbered with permanent and temporary easements, and under the hypothetical condition<sup>1</sup> that the subject property is not encumbered with permanent and temporary easements.

In view of the following facts and data connected with this appraisal, the market value of the fee simple estate in the subject property under the *hypothetical condition* that the subject property is not encumbered with permanent and temporary easements, as of September 7, 2015, is:

**FORTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS**

**(\$48,750 )**

Also, in view of the following facts and data connected with this appraisal, the market value of the subject property in its *as is condition* as encumbered with permanent and temporary easements, as of September 7, 2015, is:

**EIGHTEEN THOUSAND THREE HUNDRED DOLLARS**

**(\$18,300 )**

These value estimates are contingent upon the estimated exposure time of 6 to 9 months. They are gross values and no allowance was made for brokerage commissions or costs of utilities, real estate taxes, or other carrying costs during the marketing period.

MaRous and Company has received and has relied upon verbal and written communications and documents regarding the subject property in the preparation of this appraisal report. If additional information about the subject property is received or becomes known, MaRous and Company reserves the right to determine whether this information has a substantive impact on the valuation of the subject property and to adjust values accordingly.

This document conforms to our understanding of the requirements for an appraisal report under Standard Rule 2-2 (a) of the *Uniform Standards of Professional Appraisal Practice and Advisory Opinions* (USPAP). This appraisal report is a brief recapitulation of the appraisal data, analyses, and conclusions. Supporting documentation is retained in MaRous and Company office files.

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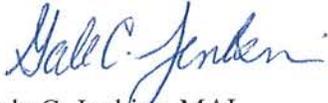
<sup>1</sup> A hypothetical condition is defined as "that which is contrary to what exists but is supposed for the purpose of the analysis." *Uniform Standards of Professional Appraisal Practice*. (Washington, D. C.: Appraisal Standards Board, 2014) U-3.

Mr. Bryan E. Mraz  
Northwest Quadrant of Spaulding Road and Lambert Lane  
October 7, 2015

This letter of transmittal is personally signed and is attached to and accompanies an appraisal report. Any use of this letter of transmittal without the accompanying appraisal report and the original signatures invalidates the certification and may result in misleading value conclusions.

Respectfully submitted,

MaRous & Company



Gale C. Jenkins, MAI  
Illinois Certified General - #553.001474 (9/17 expiration)



Michael S. MaRous, MAI, CRE  
Illinois Certified General - #553.000141 (9/17 expiration)

**APPRAISAL REPORT**  
**Northwest Quadrant of Spaulding Road and Lambert Lane**  
**Bartlett, Illinois 60120**  
**PIN 06-29-301-001 (Partial)**

**Purpose of Assignment,  
Date, and Intended Use  
and User of the Appraisal**

The purpose of this appraisal is to estimate the market values of the subject property as of September 7, 2015, in order to assist the Village of Bartlett and its counsel, Mr. Bryan E. Mraz, in determining at what prices the property would sell if properly exposed for sale in the open market. The entire fee simple and a partial interest in the property are being appraised. The definition of the fee simple estate follows. The fee simple value estimate is based on the hypothetical condition<sup>2</sup> that the subject property is not encumbered with permanent and temporary easements. The partial interest being appraised reflects the subject property's as is condition that property is encumbered with permanent and temporary easements. These encumbrances are discussed in greater detail herein.

**Fee Simple Estate**

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.<sup>3</sup>

**Market Value**

The most probable price a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;

---

<sup>2</sup> A hypothetical condition is defined as "that which is contrary to what exists but is supposed for the purpose of the analysis." *Uniform Standards of Professional Appraisal Practice*. (Washington, D. C.: Appraisal Standards Board, 2014) U-3.

<sup>3</sup> *The Appraisal of Real Estate*. 14th ed., (Chicago: Appraisal Institute, 2013) 5.

- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.<sup>4</sup>

**Sources of Property  
Identification and  
Scope of Work**

In order to develop the retrospective fee simple market value of the subject property:

- Inspections of the property have been made over the past several months over our normal course of business. The most recent inspection made by Michael S. MaRous, MAI, CRE, and Gale C. Jenkins, MAI, was on September 7, 2015;
- The physical and economic factors that could affect the property being appraised were researched;
- A plat of survey dated August 28, 2015, and prepared by Mackie Consultants, LLC, was reviewed;
- The Grant of Permanent Access Easement and Agreement for Temporary Easement For Additional Access and Parking document recorded as Document Number 1013231102 recorded on May 12, 2010, was reviewed;
- We interviewed Mr. James Plonczynski, Community Development Director with the Village of Bartlett;
- Market research was conducted to compile information concerning the general conditions affecting the commercial property in the village of Bartlett, and to develop sales of comparable vacant commercial sites;
- General and specific information regarding the village, comparable land sales, and/or relevant market data was taken from a variety of public and/or subscription sources, including mapping programs, governmental and private sector websites, and other miscellaneous resources and reference materials;
- Interviews with brokers, appraisers, developers, and lending institution representatives, as well as information from within

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<sup>4</sup> 12 C.F.R. Part 34.42(g); 55 *Federal Register* 34696, August 24, 1990, as amended at 57 *Federal Register* 12202, April 9, 1992; 59 *Federal Register* 29499, June 7, 1994

MaRous and Company office files, were used to provide information for this report.

## **Approaches to Value**

The valuation of real estate mainly uses a combination of three basic approaches to value: the cost approach, the income capitalization approach, and the sales comparison approach. From the values indicated by these analyses and the weight accorded to each, an opinion of value is reached based upon expert judgment within the framework of the appraisal process.

In this instance, only the sales comparison approach to value is considered relevant to the development of opinions of value because the subject property is vacant land.

This document conforms to our understanding of the requirements for an appraisal report under Standard Rule 2-2 (a) of the *Uniform Standards of Professional Appraisal Practice and Advisory Opinions* (USPAP). This appraisal report is a brief recapitulation of the appraisal data, analyses, and conclusions. Additional supporting documentation is retained in the MaRous and Company office file.

## **History and Use**

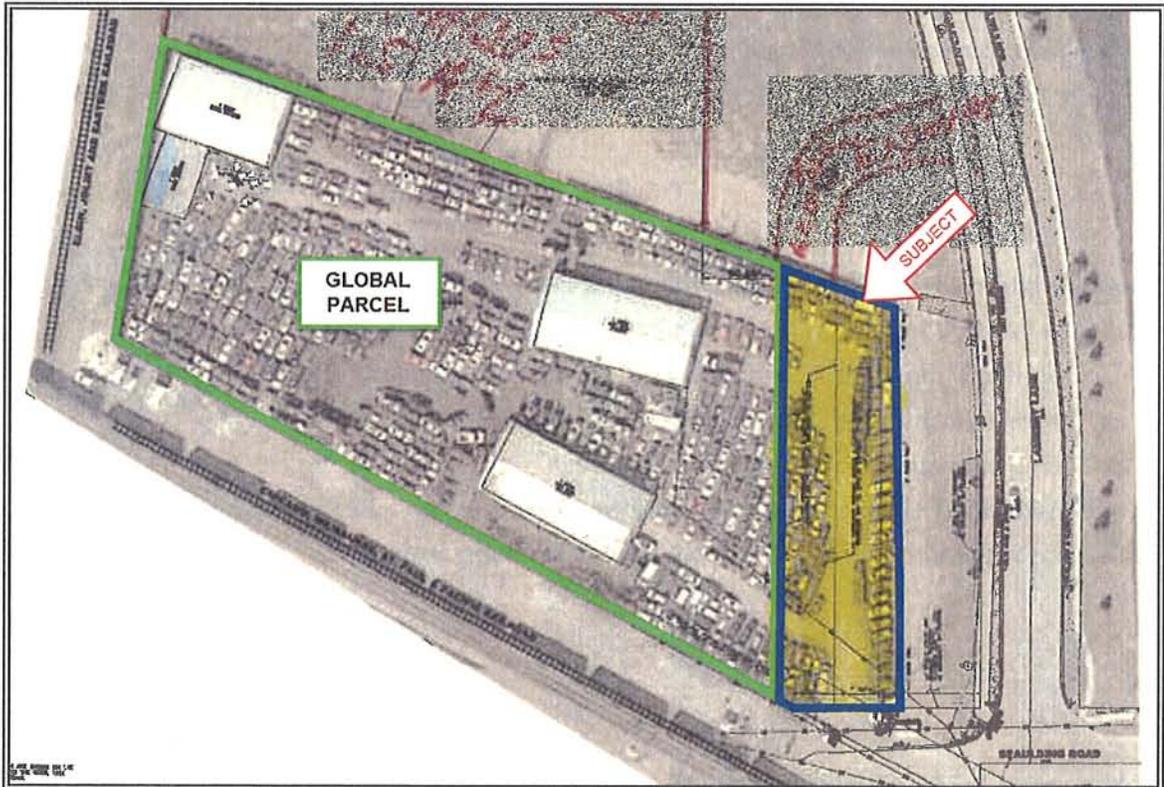
The *Uniform Standards of Professional Appraisal Practice* (USPAP) requires reporting and analysis of any sale transactions and any current listing, pending sale, or option involving the subject property during the past 3 years.

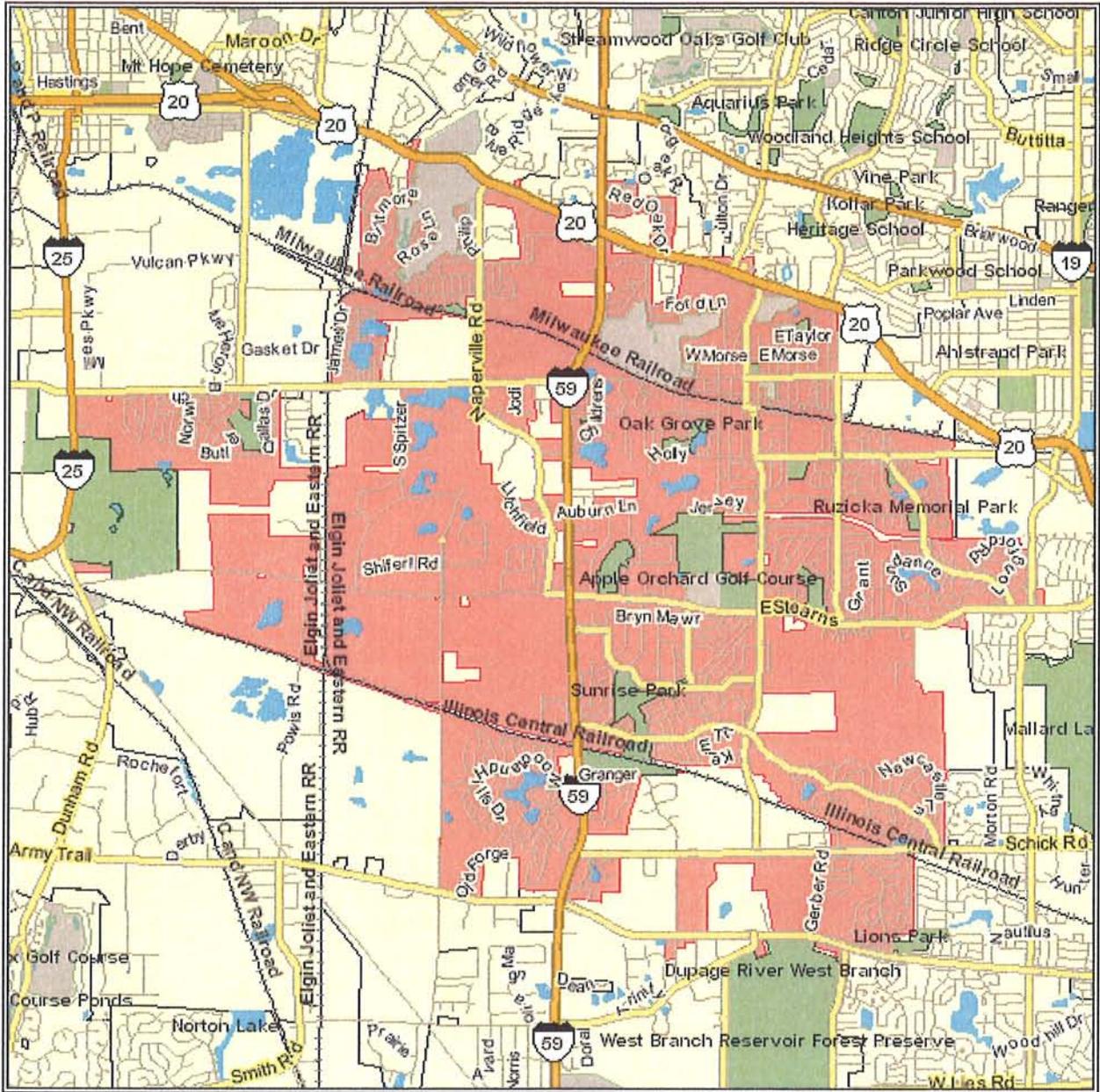
The subject property is a 0.560-acre land parcel that is part of an approximately 12-acre land parcel, the Larger Parcel. According to information provided to us by our client, the subject property, and the Larger Parcel of which it is a part, is owned by the Village of Bartlett in fee simple estate. The Larger Parcel and the subject property are zoned PD, Planned Development District, by the Village of Bartlett, and are part of the Castle Creek planned residential subdivision development. The Larger Parcel originally was scheduled for development with a Suburban Transit Access Route (STAR) Metra station. The

development of the STAR rail project is no longer being considered and the Larger Parcel has remained undeveloped. Mr. Plonczynski reported there are no foreseeable plans for the development of the Larger Parcel.

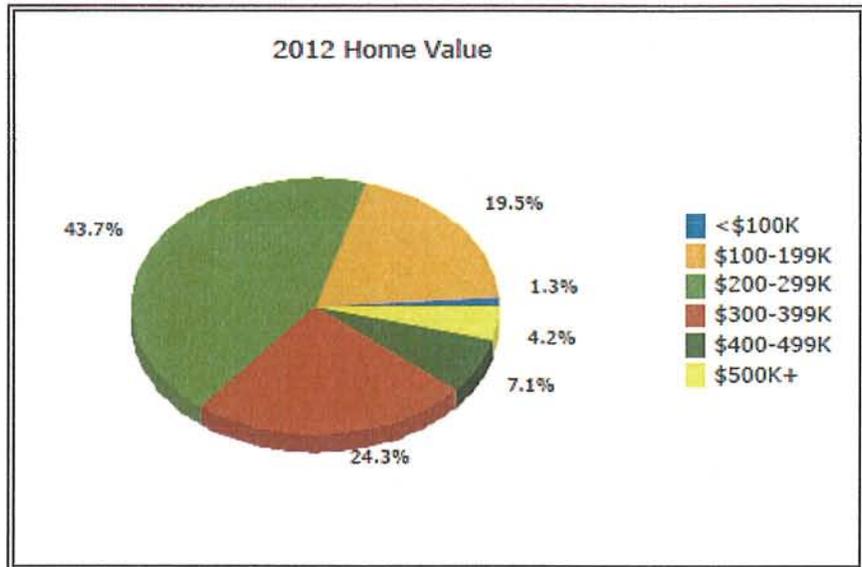
We refer the reader to the Site Description section of this appraisal report for further discussion of the subject property and how it relates to the Larger Parcel.

Immediately west of the 0.56-acre subject property is a tract of land owned by Eagle Z Properties, LLC. This parcel is leased to and is occupied by Global Auto Recyclers for the use as an automobile salvage yard. For the purposes of this appraisal, we are referring to this parcel as the Global Parcel. The following exhibit is annotated to depict the subject property, shaded in yellow, and the Global Parcel, outlined in green. This exhibit was taken from a preliminary working document utilized by the Village of Bartlett; it provided to us by our client and is not an official plat of survey.





According to STDB, and estimated as of 2012, Bartlett has 14,557 housing units, of which 86 percent are owner-occupied. Of these, approximately 76.5 percent have a mortgage. The median annual household income is \$88,021, and the median single-family house value is \$262,941. The following STDB graph illustrates the distribution of single-family house values in the community.



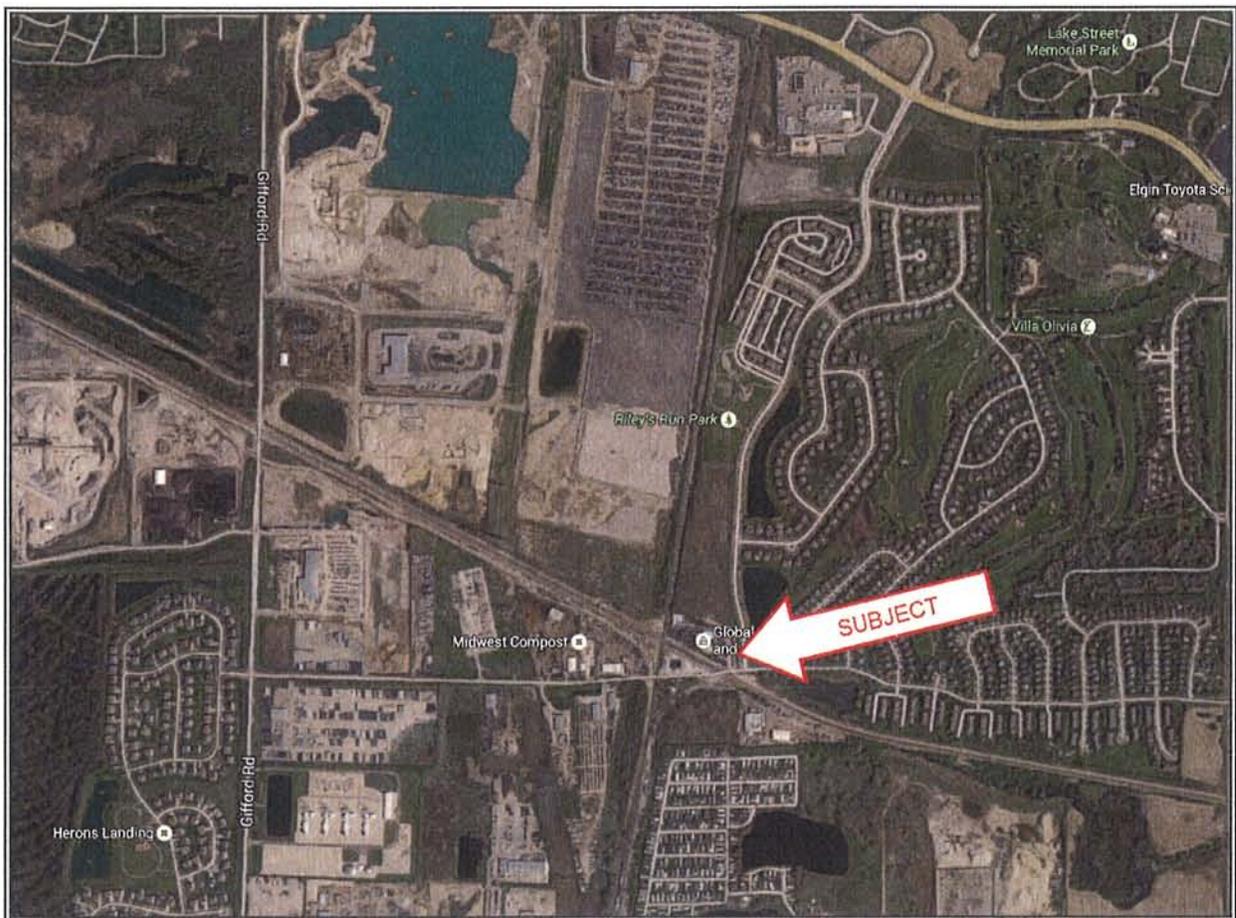
**Immediate Environs**

The subject property is located within the far northwest side of the village of Bartlett. This immediate market area can be defined by U.S. Route 20 to the north, by Naperville Road to the east, by West Bartlett Road to the south, and by the corporate limits of Bartlett to the west. An Elgin Canadian Pacific railroad right-of-way forms the boundary between Bartlett and Elgin in this area. The extent and location of the railroad tracks within this immediate market area is a key consideration in this appraisal. The area generally is bifurcated in an east/west direction by a Canadian Pacific main line right-of-way. Also in the area, a short distance to the south and west of the subject property, are three additional rail connections with this main line. These rail connections result in rather unsafe rail crossings and have been the impetus to establish a Federal Railroad Administration quiet zone in this area.

Overall, this immediate area within Bartlett is predominantly residential in nature with a strong transitional character. Generally speaking, land uses to the east are within the Village of Bartlett and are residential and the land uses to the west are within the City of Elgin and are industrial in use.

The residential subdivision known as Castle Creek is located immediately north and east of the subject property. This neighborhood is a planned residential development, zoned PD, Planned Development

District, by the Village of Bartlett, and the Larger Parcel of which the subject property is a part originally was scheduled for development with a Suburban Transit Access Route (STAR) Metra station. Other land uses to the north and east of the subject property and within Bartlett include an 8-acre neighborhood park known as Riley's Run Park and Villa Olivia, a multipurpose recreational/golf course and banquet facility owned and operated by the Bartlett Park District. There are some light industrial uses located east of the subject property and within the corporate limits of Bartlett. These are located a short distance to the east and south and include a vehicle storage yard for QCSA Copart automobile auctions and a snow removal equipment storage yard.



Immediately west of the subject property is an automobile salvage yard known as Global Auto Recyclers, this is the Global Parcel referred to in the History and Use section of this appraisal report. This property is located in unincorporated Elgin Township, between Bartlett to the east

and Elgin to the west, and is of particular interest in this analysis. The owner of this property has leased the property to Global Auto Recyclers and is interested in acquiring the subject property.

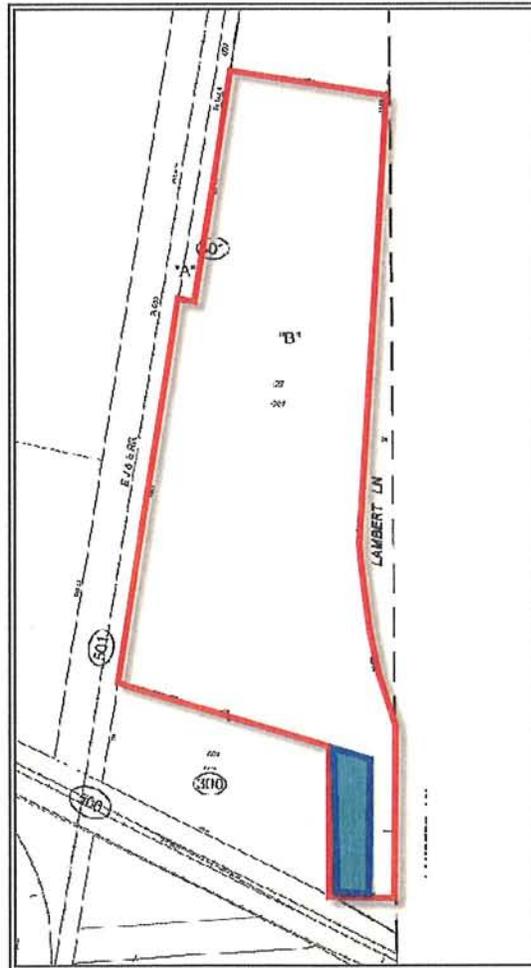
Further to the west, the number and intensity of the industrial land uses increases. These parcels are situated within the City of Elgin and include Midwest Compost, a landscape and yard waste handler; Material Handling Wholesale, a forklift parts wholesaler; Redmon's Towing; Express Trailer, Inc., a trailer leasing and storage company; other outside storage users; a transformer station, etc. These industrial uses continue along the east side of Gifford Road and include ModSpace, a company that leases and stores modular contractor's office units; Elgin Energy Center, a natural gas-powered peaker-power plant; Bluff City Materials, a sand and gravel operation; and Concrete Specialties Companies, a manufacturer of precast concrete products.

Other land uses of note in this section of Elgin and a short distance west of the subject property include the Bluff Spring Fen, a 160-acre Cook County Forest Preserve, and the Bluff City Cemetery, a 108-acre, city of Elgin owned and operated nonsectarian cemetery.

All of the land uses within the subject's immediate market area are well established and show average to good maintenance levels. There are no market trends that would indicate a significant change in the use or character of this immediate market area.

## Site Description

The property being appraised is a mostly rectangular-shaped land parcel that contains 0.560 acre or approximately 24,372 square feet of land area. This land area was taken from the plat of survey provided to us by our client, a reduced copy of which is included in this report. The subject property is part of a larger, approximately 12-acre land tract which is referred to as the Larger Parcel. The Larger Parcel is depicted below outlined in red and the subject property is depicted in blue.





The solid blue line denotes the eastern boundary of the permanent easement area and the dashed blue line denotes the eastern boundary of the temporary easement. A closer observation of this exhibit shows the existing board fence constructed approximately 10 feet east of the dashed blue line, which is its proper designated location.

## Zoning

The subject property is zoned PD, Planned Development District, by the Village of Bartlett. The following excerpt from the Village's zoning map illustrates the location of the subject property in relation to the zoning of the surrounding properties.



The specific bulk requirements for any given PD use are specific to that PD use and development. The required standards would include maximum density, minimum dwelling size, maximum building height, minimum parking and loading requirements, etc.

## Access

Access to the subject property is made from Spaulding Road via a gravel-covered entrance. This also is the entrance to the Global Auto

Recyclers property immediately to the west via a cross-access agreement over and upon the subject property.

As part of the requirements to secure a railroad quiet zone, the entrance along Spaulding Road will be closed and a new entrance from Lambert Lane will be constructed.

### **Utilities**

All utilities, including electricity, natural gas, telephone, and municipal water and sewer, are assumed to be available; however, they are not installed to the site.

### **Flood Hazard**

According to the Flood Insurance Rate Map, Panel Number 17031C163J and dated August 19, 2008, the subject property is in a Zone X, which is an area not designated as a flood hazard area. There are no known areas fo wetlands.

### **Exposure Time**

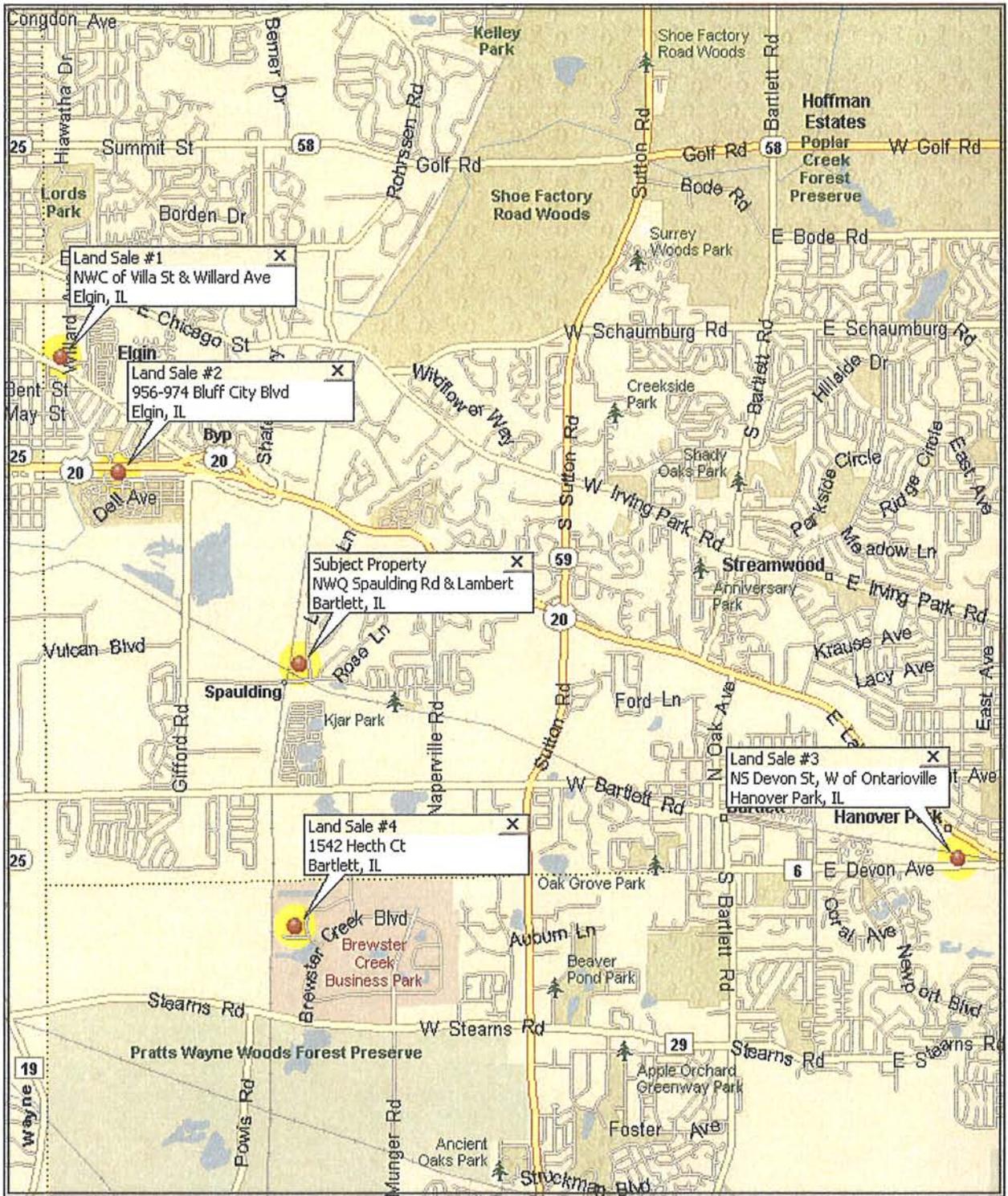
Exposure time is the length of time a property would be offered on the market prior to a hypothetical sale as of the appraisal date. It is “a retrospective estimate based upon an analysis of past events assuming a competitive and open market.”<sup>5</sup> Parallel with this concept is that of marketing time, which is “[a]n opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal.”<sup>6</sup>

As of the appraisal date, exposure times for properties similar to the subject property ranged from 6 to 9 months. Based upon the market conditions analyzed for this report, the exposure period for the subject property at the appraised value and as of the date of value is estimated to be 6 to 9 months.

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<sup>5</sup> *The Dictionary of Real Estate Appraisal*. 5th ed., (Chicago: Appraisal Institute, 2010) 73.

<sup>6</sup> *Ibid.* 121.



**LAND SALES LOCATION MAP**

Land Sale #3 is an interior parcel of vacant land that is located along the north side of East Devon Street and a short distance west of Ontarioville Road. It has approximately 180 feet of road frontage along the north side of East Devon Street and an average depth of approximately 280 feet. The site backs to a railroad right-of-way. The site was purchased by an adjoining owner. No development plans were identified. Overall, this parcel has a flat and level topography that is on grade with its road frontage and with adjoining parcels. There is a mixture of well-established houses and small service commercial/industrial uses in this immediate area. The property was a real estate-owned property.

Land Sale #4 is a platted lot within the Brewster Creek Business Park. It is generally triangular in shape and is bordered on the south by a business park detention pond. The property was a real estate-owned property, but given the property's marketing period and the sales price, it is reflective of the market of sales within this business park. It was acquired in late 2012 and overall market conditions and land values have been trending upwards between the date of this sale and our current date of value. Thus we made a positive market conditions adjustment to this sale.

**Sales Comparison  
Approach Value  
Conclusions**

As noted in the Highest and Best Use section of this appraisal report, a tract of land like the subject property is not usually marketed for sale and purchased on the open market. The reasons for this are rather straightforward. Because the subject property is part of a larger tract of land and because the Larger Parcel of land is part of a planned residential subdivision, such a parcel would have limited market appeal. Also, when a land owner of a parcel like the Global Parcel requires additional land area to increase the functional utility of its land parcel, it does not look for the necessary land parcels on the open market, but is limited to the parcels adjacent to its current holdings.

**Hypothetical Condition  
As Unencumbered**

The subject parcel is a rather small tract of land containing 0.560 acre or approximately 24,372 square feet. Such a small land parcel would have very limited utility by virtue of its small size; however, consideration must be given to the added value it provides by increasing the land size and the functional utility of the Global Parcel. Overall, the subject's

location is inferior to the sales cited and, thus, its location limits the overall appeal of the subject property.

Based on this analysis of the market, the concluded unit value for the subject property is \$2.00 per square foot of land area. After multiplying this by the property's 24,372 square feet, the indicated value is \$48,750, rounded. Therefore, the value estimate of the subject property under the *hypothetical condition* that the subject property is not encumbered with permanent and temporary easements, by the sales comparison approach as of September 7, 2015, is **\$48,750**.

**As Is Condition  
As Encumbered**

We have discussed the limited appeal of the subject property under the hypothetical condition that it is not encumbered with permanent and temporary easements. We now consider the property in its as is condition. The western 40 feet of the subject property are encumbered with a permanent easement and the western 70 feet of the subject property are encumbered with a temporary easement. Therefore, the westernmost 40 feet of the subject property has both a temporary and permanent easement imposed. That part of the subject property unencumbered with an easement is limited to the easternmost approximately 20 feet. Also, the temporary easement requires a 6- to 8-foot solid wood board fence to be constructed along the eastern boundary of this temporary easement.

Essentially, there is no market appeal for the subject property in its as is condition beyond that supplied by the owner of the Global Parcel, which already benefits from the permanent and temporary easements. This extremely limited market creates strong downward pressure on any estimate of the subject value in its as is condition.

Based on this analysis of the market, the concluded unit value for the subject property is \$0.75 per square foot of land area. After multiplying this value by the property's 24,372 square feet, the indicated value is \$18,300, rounded. Therefore, the value estimate of the subject property in its *as is condition* as encumbered with permanent and temporary easements, by the sales comparison approach as of September 7, 2015, is **\$18,300**.

## RECONCILIATION AND FINAL VALUE CONCLUSION

In order to estimate the value for the subject property as a vacant land parcel, only the sales comparison approach to value has been developed. The sales comparison approach is considered the most reliable indicator of value under this scenario.

Therefore, based on the facts reviewed herein and the data analyzed in connection with this appraisal, the market value of the fee simple estate in the subject property under the *hypothetical condition* that the subject property is not encumbered with permanent and temporary easements, as of September 7, 2015, is:

**FORTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS**

**(\$48,750 )**

Also, in view of the following facts and data connected with this appraisal, the market value of the subject property in its *as is condition* as encumbered with permanent and temporary easements, as of September 7, 2015, is:

**EIGHTEEN THOUSAND THREE HUNDRED DOLLARS**

**(\$18,300 )**

These values are contingent upon the estimated exposure time of 9 to 12 months. They are gross values, and no allowance was made for brokerage commissions, costs of utilities, real estate taxes, or other carrying costs during the marketing period.

This document conforms to our understanding of the requirements for an appraisal report under Standard Rule 2-2 (a) of the *Uniform Standards of Professional Appraisal Practice and Advisory Opinions* (USPAP). This appraisal report is a brief recapitulation of the appraisal data, analyses, and conclusions. Supporting documentation is retained in MaRous and Company office files.

MaRous and Company has received and has relied upon verbal and written communications and documents regarding the subject property in the preparation of this appraisal report. If additional information about the subject property is received or becomes known, MaRous and Company reserves the right to determine whether this information has a substantive impact on the valuation of the subject property and to adjust values accordingly.

## ASSUMPTIONS AND LIMITING CONDITIONS

### Reporting Requirements

This appraisal report is intended to comply with the reporting requirements set forth under Standard Rule 2-2 (a) of the *Uniform Standards of Professional Appraisal Practice* for an appraisal report. As such, this report might not include full descriptions of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the MaRous and Company office files. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. MaRous and Company is not responsible for unauthorized use of this report.

### Title and Survey

It is assumed that the title to the subject property is good and marketable. The survey provided to MaRous and Company is assumed to be the most current available, and the legal description provided to MaRous and Company is assumed to be essentially correct for purposes of this appraisal report; however, MaRous and Company reserves the right to adjust values accordingly. The value estimate is given without regard to any questions of title, boundaries, encumbrances, or encroachments.

### Hazardous Waste

Unless otherwise stated in this appraisal report, MaRous and Company has no knowledge of the existence of hazardous environmental conditions or substances, including and without limitation asbestos, polychlorinated biphenyls, petroleum leakage, and agricultural chemicals that may or may not be present on the subject property. Moreover, MaRous and Company appraisers are not qualified to test for these substances or conditions. Because the presence of substances such as asbestos, urea formaldehyde foam insulation, and other hazardous substances and environmental conditions may affect the value of a property, the value estimate is predicated on the assumption that no such condition exists on or in the subject property or in such proximity thereto that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them.

**Hidden Defects**

All structures and mechanical components are assumed to be in sound, operable condition unless otherwise stated, and the value conclusions are based on that assumption. Additionally, the value estimate assumes no soil or subsoil conditions that would cause a loss in value. No responsibility is assumed for architectural, structural, engineering, or mechanical matters, and MaRous and Company appraisers are not qualified to make professional judgments in these areas.

**Management**

Competent and prudent management of the subject property is assumed. The estimate of value reported herein assumes that the assessments are entirely paid and that the property is free and clear of such assessments. Opinions and statistics furnished by others during this investigation are assumed to be correct, and no responsibility is assumed for their accuracy.

**Market Conditions**

The value conclusions contained herein are based on the research of market conditions as of the valuation date. Every effort has been made to consider the effect of predictable governmental actions, as well as any environmental or ecological concerns, on the subject property; however, no responsibility is assumed for subsequent changes in the local or national economy or for subsequent changes in local market conditions resulting from local or national economy changes. Because this is an appraisal of market value and is not a feasibility study, no responsibility can be assumed for the ability of the property owner to find a purchaser of the subject property at the appraised value.

**ADA Compliance**

The Americans with Disabilities Act (ADA) became effective January 26, 1992. No specific determination of compliance with the various detailed requirements of the ADA was made for the subject property. It is possible that a complete compliance survey of the subject property together with a detailed analysis of the ADA requirements could show that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative affect upon the value of the subject property. Because no direct evidence relating to this issue was developed, possible lack of compliance with the ADA was not taken into account in estimating value.

## CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have performed no (or the specified) services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the 3-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. We have the knowledge and experience necessary to complete this report competently.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with our understanding of the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice*.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. We have made a personal inspection of the property that is the subject of this report.
12. As of the date of this report, we have completed the continuing education program of the Appraisal Institute.

MaRous & Company



Gale C. Jenkins, MAI

Illinois Certified General - #553.001474 (9/17 expiration)



Michael S. MaRous, MAI, CRE

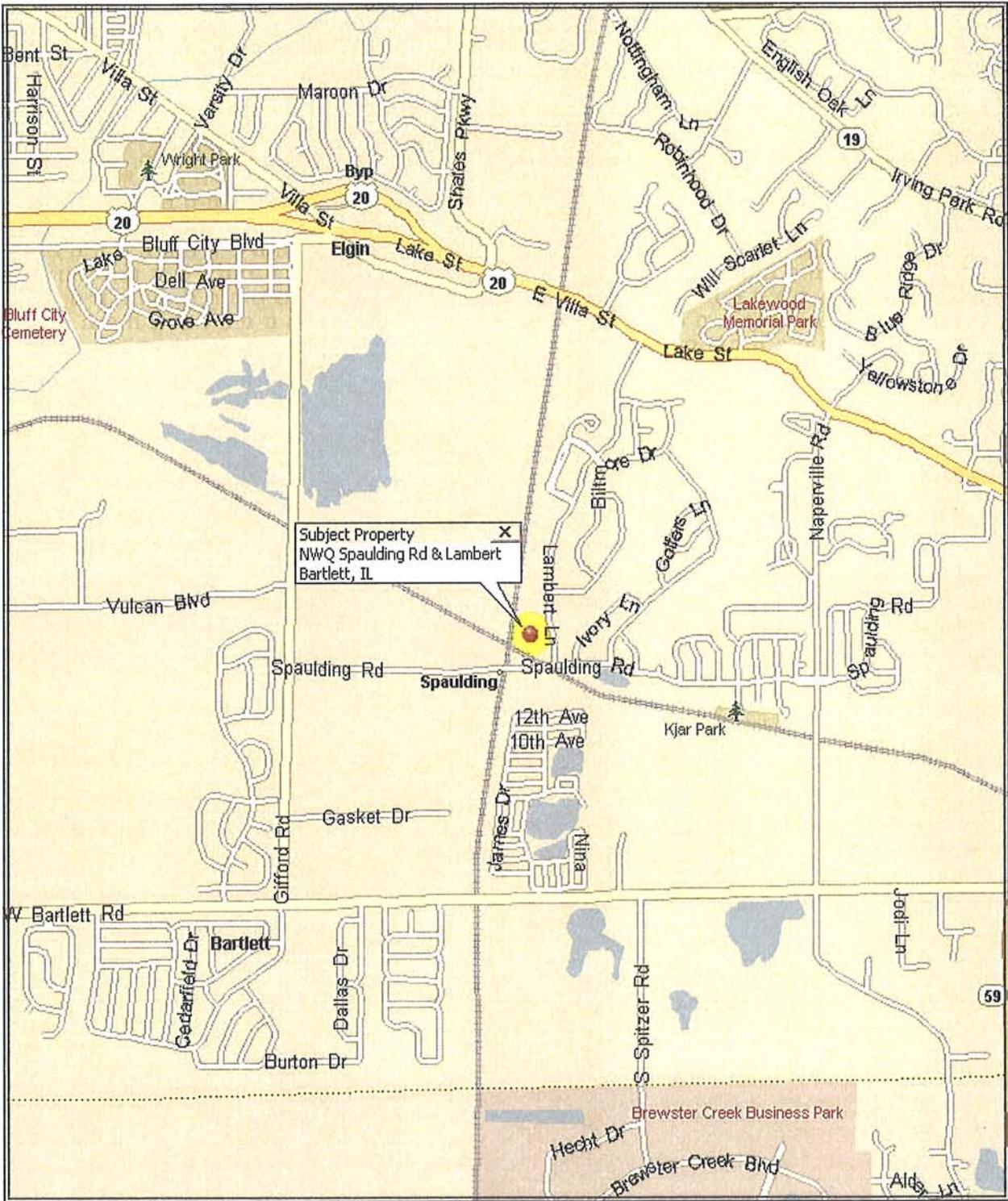
Illinois Certified General - #553.000141 (9/17 expiration)

## **ADDENDA**



IEWS OF THE SUBJECT PROPERTY





**SUBJECT LOCATION MAP**

## Definitions

### Highest and Best Use

Highest and best use is defined as "the reasonably probable use of property that results in the highest value."<sup>8</sup>

In arriving at an opinion of highest and best use, the most profitable competitive use for the land or a site as though vacant and as improved is analyzed. The highest and best use of land or a site as though vacant is based on the assumption that a parcel of land is vacant or can be made vacant through demolition of any improvements. The highest and best use of a property as improved involves an analysis of the existing property.

### Cost Approach

The cost approach is based upon the principle of substitution, comparing the cost to develop a property with the value of the existing or a similarly developed property. An estimate is made of the current cost to construct a reproduction of the existing structure from which is deducted accrued depreciation. To this is added entrepreneurial profit if appropriate and the estimated value of the underlying land.

### Income Capitalization Approach

The income capitalization approach is "a set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value."<sup>9</sup>

### Sales Comparison Approach

The sales comparison approach to value is based upon the principle of substitution, that is, when a property is replaceable in the market, its value tends to be no more than the cost of acquiring an equally desirable substitute property, assuming no costly delay in making the substitution.

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<sup>8</sup> *The Appraisal of Real Estate*. 14th ed., (Chicago: Appraisal Institute, 2013) 332.

<sup>9</sup> *The Dictionary of Real Estate Appraisal*. 5th ed., (Chicago: Appraisal Institute, 2010) 99.

## QUALIFICATIONS

### Gale C. Jenkins, MAI

Gale C. Jenkins has been active in real estate appraisal since 1997 and was designated a Member of the Appraisal Institute, Number 12500, in 2007. He is also a State of Illinois Certified General Real Estate Appraiser, License Number 553.001474 (9/17). Mr. Jenkins has appraised a variety of types of properties in seven states for financing, condemnation, estate planning, real estate tax appeal, acquisition, and disposition purposes.

### Appraisal Experience

- Heavy Industrial
- Warehouse-distribution Buildings
- Light Manufacturing
- Multitenant Office-flex space
- Mixed-use Properties
- Hotels/Motels
- Shopping Centers
- Multitenant Office Buildings
- Gasoline Stations
- Outdoor Advertisement Displays
- Restaurants
- Big Box Retail
- Government Facilities
- Special-purpose Properties
- Proposed Construction
- Subdivision Analysis
- Matched-pairs Analysis
- Litigation Support
- Bilateral Monopolies
- Air-right Valuations
- Easement
- Multifamily Residential
- Commercial/residential Properties
- Single-family Residential
- 2-4 Unit Apartment Buildings
- Vacant Land

### Professional Designations and Affiliations

Member, Appraisal Institute, Number 12500  
Illinois Certified General Appraiser, License Number 553-001474

### Prior Employment History

Prior to joining MaRous & Company, Mr. Jenkins was an associate with two independent real estate appraisal firms located within the Chicago metropolitan area and functioned as a real estate appraiser.

### Education

Bachelor of Science, Computer Science, Olivet Nazarene College, 1984  
Continuing Education Seminars, Appraisal Institute

# MICHAEL S. MAROUS

## STATEMENT OF QUALIFICATIONS

Michael S. MaRous, MAI, CRE, is president and owner of MaRous and Company. He has appraised more than \$15 billion worth of primarily investment-grade real estate in more than 25 states. In addition to providing documented appraisals, he has served as an expert witness in litigation proceedings for many law firms; financial institutions; corporations; builders and developers; architects; local, state, county, and federal governments and agencies; and school districts in the Chicago metropolitan area. His experience in partial interest, condemnation, damage impact, easement (including aerial and subsurface), marital dissolutions, bankruptcy proceedings, and other valuation issues is extensive. He has provided highest and best use, marketability, and feasibility studies for a variety of properties. Many of the largest redevelopment areas and public projects, including Interstate 355, the O'Hare International Airport expansion, the Midway Airport expansion, and the McCormick Place expansion, are part of Mr. MaRous' experience. Also, he purchases and develops real estate for his own account.

### APPRAISAL AND CONSULTATION EXPERIENCE

Business Parks Distribution Centers	<b>Industrial Properties</b> Manufacturing Facilities Research Facilities	Self-storage Facilities Warehouses
Auto Sales/Service Facilities Banquet Halls Big Box Stores	<b>Commercial Properties</b> Gasoline Stations Hotels and Motels Office Buildings	Restaurants Shopping Centers Theaters
Bowling Alleys Cemeteries Farms Golf Courses	<b>Special-Purpose Properties</b> Lumber Yards Nurseries Riverboat Gambling Facilities Schools Stadium Expansion Issues	Tank Farms Underground Gas Aquifers Utility Corridors Waste Transfer Facilities
Apartment Complexes Condominium Conversions	<b>Residential Properties</b> Condominium Developments Single-family Residences	Subdivision Developments Townhouse Developments
Agricultural Alleys Commercial	<b>Vacant Land</b> Easements Industrial Residential	Right of Ways Streets Vacations
Corporations Financial Institutions	<b>Clients</b> Law Firms Not-for-profit Associations	Private Parties Public Entities

### EDUCATION

B.S., Urban Land Economics, University of Illinois, Urbana-Champaign  
Continuing education seminars and programs through the Appraisal Institute  
and the American Society of Real Estate Counselors and real estate brokerage classes

### PUBLIC SERVICE

Mayor, City of Park Ridge, Illinois (2003-2005)  
Alderman, City of Park Ridge, including Liaison to the Zoning Board of Appeals and Planning and Zoning and  
Chairman of the Finance and Public Safety Committees (1997-2005)

## PROFESSIONAL AFFILIATIONS AND LICENSES

Appraisal Institute, MAI designation, Number 6159  
American Society of Real Estate Counselors, CRE designation  
Illinois Certified General Real Estate Appraiser, License Number 553.000141 (9/17)  
Licensed Real Estate Broker (Illinois)

## PROFESSIONAL ACTIVITIES

Mr. MaRous is past president of the Chicago Chapter of the Appraisal Institute. He is former chair and vice chair of the National Publications Committee and has sat on the board of *The Appraisal Journal*. In addition, he has served on and/or chaired more than fifteen other committees of the Appraisal Institute, the Society of Real Estate Appraisers, and the American Institute of Real Estate Appraisers.

Mr. MaRous served as chair of the Midwest Chapter of the American Society of Real Estate Counselors in 2006 and 2007. He has sat on the Chicago Chapter Board of Directors, the Editorial Board of *Real Estate Issues*, and on various other committees.

Mr. MaRous also is past president of the Illinois Coalition of Appraisal Professionals. He has sat on the board of directors, has held office, and has served on numerous committees of many other professional associations, including the National Association of Security Dealers, the International Research Council, the Chicago Real Estate Board, the Northwest Suburban Real Estate Board, the National Association of Real Estate Boards, and the Northern Illinois Commercial Association of Realtors.

## PUBLICATIONS AND PROFESSIONAL RECOGNITION

Mr. MaRous has spoken at more than 20 programs and seminars related to real estate appraisal and valuation.

### Author

- "Low-income Housing in Our Backyards," *The Appraisal Journal*, January 1996
- "The Appraisal Institute Moves Forward," *Illinois Real Estate Magazine*, December 1993
- "Chicago Chapter, Appraisal Institute," *Northern Illinois Real Estate Magazine*, February 1993
- "Independent Appraisals Can Help Protect Your Financial Base," *Illinois School Board Journal*, November-December 1990
- "What Real Estate Appraisals Can Do For School Districts," *School Business Affairs*, October 1990

### Awards

- Chicago Chapter of the Appraisal Institute - F. Gregory Opelka Award, 2002
- Appraisal Institute - George L. Schmutz Memorial Award, 2001
- Chicago Chapter of the Appraisal Institute - Heritage Award, 2000
- Chicago Chapter of the Appraisal Institute - Herman O. Walther, 1987 (Distinguished Chapter Member)

### Reviewer or Citation in the Following Books

- Appraisal of Real Estate*, Twelfth Edition, 2001
- Appraisal of Real Estate*, Thirteenth Edition, 2008
- Subdivision Valuation*, 2008
- Real Estate Damages*, 2008
- Valuation of Apartment Properties*, 2007
- Valuation of Billboards*, 2006
- Appraising Industrial Properties*, 2005
- Valuation of Market Studies for Affordable Housing*, 2005
- Valuing Undivided Interest in Real Property: Partnerships and Cotenancies*, 2004
- Analysis and Valuation of Golf Courses and Country Clubs*, 2003
- Dictionary of Real Estate Appraisal*, Fourth Edition, 2002
- Valuing Contaminated Properties: An Appraisal Institute Anthology*, 2002
- Hotels and Motels: Valuation and Market Studies*, 2001
- Land Valuation: Adjustment Procedures and Assignments*, 2001
- Appraisal of Rural Property*, Second Edition, 2000
- Capitalization Theory and Techniques, Study Guide*, Second Edition, 2000
- Guide to Appraisal Valuation Modeling Land*, 2000
- Appraising Residential Properties*, Third Edition, 1999
- Business of Show Business: The Valuation of Movie Theaters*, 1999
- GIS in Real Estate: Integrating, Analyzing and Presenting Locational Information*, 1998
- Market Analysis for Valuation Appraisals*, 1995

## REPRESENTATIVE WORK OF MICHAEL S. MAROUS

### Headquarters/Corporate Office Facilities in Illinois

Fortune 500 corporation facility, 200,000 sq. ft., Libertyville  
Corporate headquarters, 300,000 sq. ft. and 500,000 sq. ft., Chicago  
Fortune 500 corporation facility, 450,000 sq. ft., Northfield  
Major airline headquarters, 1,100,000 million sq. ft. on 47 acres, Elk Grove Village  
Former communications facility, 1,400,000 million sq. ft. on 62 acres, Skokie and Niles  
Corporate Headquarters, 1,500,000+ sq. ft., Lake County  
Former Sears Headquarters Redevelopment Project, Chicago

### Office Buildings in Chicago

401 South LaSalle Street, 140,000 sq. ft.  
134 North LaSalle Street, 260,000 sq. ft.  
333 North Michigan Avenue, 260,000 sq. ft.  
171 West Randolph Street, 360,000 sq. ft.  
20 West Kinzie Street, 405,000 sq. ft.  
55 East Washington Street, 500,000 sq. ft.  
10 South LaSalle Street, 870,000 sq. ft.  
222 West Adams, 1,000,000 sq. ft.  
175 West Jackson Boulevard, 1,450,000 sq. ft.  
227 West Monroe, 1,800,000 sq. ft.  
10 South Dearborn Street, 1,900,000 sq. ft.

### Hotels in Chicago

10 E. Grand Avenue (Hilton Garden Inn)  
106 East Superior Street (Peninsula Hotel)  
140 East Walton Place (The Drake Hotel)  
676 North Michigan Avenue (Omni Chicago Hotel)  
One West Wacker Drive (Renaissance Chicago Hotel)  
320 North Dearborn Street (Westin Chicago River North)  
505 North Michigan Avenue (Hotel InterContinental)

### Large Industrial Properties in Illinois

Large industrial complexes, 400,000 sq. ft., 87th Street and Greenwood Avenue, Chicago  
Distribution warehouse, 580,000 sq. ft. on 62 acres, Champaign  
Publishing house, 700,000 sq. ft. on 195 acres, U.S. Route 45, Mattoon  
AM Chicago International, 700,000± sq. ft. on 41 acres, 1800 West Central, Mt. Prospect  
Nestlé distribution center, 860,000 sq. ft. on 153 acres, DeKalb  
Fortune 500 company distribution center, 1,000,000 sq. ft., Elk Grove Village  
U.S. Government Services Administration distribution facility, 860,000 sq. ft., 76th Street and Kostner Avenue, Chicago  
Self-storage facilities, various Chicago metropolitan locations

### Vacant Land in Illinois

15 acres, office, Northbrook	450 acres, residential, Wauconda
20 acres, residential, Glenview	475± acres, various uses, Lake County
25 acres, Hinsdale	650 acres, Hawthorne Woods
55 acres, mixed-use, Darien	650 acres, Waukegan/Libertyville
75 acres, I-88 at I-355, Downers Grove	800 acres, Woodridge
100± acres, various uses, Lake County	900 acres, Matteson
140 acres, Flossmoor	1,000± acres, Batavia area
142 acres, residential, Lake County	2,000± acres, Northern Lake County
160 acres, residential, Cary	5,000 acres, southwest suburban Chicago area
200 acres, mixed-use, Bartlett	Landfill expansion, Lake County
250 acres, Island Lake	

## REPRESENTATIVE CLIENT LISTING OF MICHAEL S. MAROUS

### Law Firms

Botti Law Firm, P.C.  
Alschuler, Simantz & Hem, LLC  
Arnstein & Lehr LLP  
Steven B. Bashaw, P.C.  
Berger, Newmark & Fenchel P.C.  
Berger Schatz  
Carmody MacDonald P.C.  
Crane, Heyman, Simon, Welch & Clar  
Daley & Georges, Ltd.  
DLA Piper  
Drinker, Biddle & Reath LLP  
Figliulo & Silverman, P.C.  
Foley & Lardner LLP  
Foran, O'Toole & Burke LLC  
Franczek Radelet P.C.  
Freeborn & Peters LLP  
Goldberg Kohn  
Gould & Ratner LLP  
Graft & Jordan  
Greenberg Traurig LLP  
Helm & Wagner  
Robert Hill Law, Ltd.  
Hinshaw & Culbertson LLP

Holland & Knight LLP  
Jenner & Block  
Donald L. Johnson  
Kinnally, Flaherty, Krentz & Loran PC  
Kirkland & Ellis LLP  
Klein, Thorpe & Jenkins, Ltd.  
Locke Lord LLP  
McDermott, Will & Emery  
Mayer Brown  
McGuireWoods LLP  
Michael Best & Friedrich LLP  
Miller & Sweeney CO  
Morrison & Morrison, Ltd.  
Bryan E. Mraz & Associates  
Neal, Gerber & Eisenberg, LLP  
Neal & Leroy LLC  
O'Donnell Law Firm Ltd.  
O'Halloran Kosoff Geitner & Cook, LLC  
Owens, Owens & Rinn, Ltd.  
Prendergast & DelPrincipe  
Rathje & Woodward, LLC  
Raysa & Zimmermann, LLC  
Righeimer, Martin & Cinquino, P.C.

Mary Riordan, Attorney  
Robbins, Salomon & Patt, Ltd.  
Rosenfeld Hafron Shapiro & Farmer  
Rosenthal, Murphey, Coblentz & Donahue  
Rubin & Norris, LLC  
Ryan and Ryan Attorneys at Law, P.C.  
Reed Smith LLP  
Sarnoff & Baccash  
Scariano, Himes & Petrarca, Chtd.  
Schiff Hardin LLP  
Schiller, DuCanto & Fleck LLP  
Schirott, Luetkehans & Garner, LLC  
Schuyler, Roche & Crisham, P.C.  
Sidley Austin LLP  
Sonnenschien, Nath & Rosenthal LLP  
Storino, Ramello & Durkin  
Thomas M. Tully & Associates  
Thompson Coburn, LLP  
Tuttle, Vedral & Collins, P.C.  
Vedder Price  
Wildman, Harrold, Allen & Dixon  
Winston & Strawn LLP  
Worsek & Vihon LLP

### Financial Institutions

AmericaUnited Bank and Trust  
Charter One  
Citibank  
Cole Taylor Bank  
Covest Banc  
First Bank of Highland Park  
First Midwest Bank

First Northwest Bank  
Glenview State Bank  
Harris Bank  
Itasca Bank and Trust  
Lake Forest Bank & Trust  
MB Financial Bank  
Midwest Bank & Trust Company

Northern Trust Bank  
Northview Bank & Trust  
Private Bank & Trust Co.  
State Financial Bank  
Winfield Community Bank  
Wintrust Bank Group

### Corporations

Advocate Health Care System  
American Stores Company  
Archdiocese of Chicago  
Arthur J. Rogers and Company  
BP Amoco Oil Company  
Christopher B. Burke Engineering,  
Ltd.  
Cambridge Homes  
Canadian National Railroad  
Capital Realty Services, Inc.  
Chicago Cubs  
Children's Memorial Hospital  
Chrysler Realty Corporation  
Citgo Petroleum Corporation

CorLands  
Edward R. James Partners, LLC  
Enterprise Development Corporation  
Enterprise Leasing Company  
Exxon Mobil Corporation  
Hamilton Partners  
Hewitt Associates LLC  
Hollister Corporation  
Imperial Realty Company  
Kenard Corporation  
Kimco Realty Corporation  
Kinder Morgan, Inc.  
Kmart Corporation  
Lakewood Homes

Loyola University Health System  
Marathon Oil Corporation  
Meijer, Inc.  
Mesirow Stein Real Estate, Inc.  
Prime Group Realty Trust  
Public Storage Corporation  
RREEF Corporation  
Shell Oil Company  
Stewart Warner Corporation  
Union Pacific Railroad Company  
United Airlines, Inc.  
United of America Insurance Company

## Public Entities

### Illinois Local Governments and Agencies

Village of Arlington Heights	Village of Glenview	Village of Orland Park
Village of Barrington	Glenview Park District	City of Palos Hills
Village of Bartlett	Village of Harwood Heights	City of Prospect Heights
Village of Bellwood	City of Highland Park	City of Rolling Meadows
Village of Brookfield	Village of Hinsdale	Village of Rosemont
Village of Burr Ridge	Village of Inverness	City of St. Charles
Village of Cary	Village of Kildeer	Village of Schaumburg
City of Chicago	Village of Lake Zurich	Village of Schiller Park
Village of Deer Park	Leyden Township	Village of Skokie
City of Des Plaines	Village of Lincolnshire	Village of South Barrington
Des Plaines Park District	Village of Lincolnwood	Village of Streamwood
Downers Grove Park District	Village of Morton Grove	Metropolitan Water Reclamation District of Greater Chicago
City of Elgin	Village of Mount Prospect	City of Waukegan
Elk Grove Village	Village of North Aurora	Village of Wheeling
City of Elmhurst	Village of Northbrook	Village of Wilmette
Village of Elmwood Park	City of North Chicago	Village of Willowbrook
City of Evanston	Village of Northfield	Village of Winnetka
Village of Forest Park	Northfield Township	Village of Woodridge
Village of Franklin Park	Village of Oak Brook	

### County Governments and Agencies

Boone County State's Attorney's Office	Forest Preserve District of DuPage County	Lake County
Forest Preserve of Cook County	Kane County	Lake County Forest Preserve District
Cook County State's Attorney's Office	Kendall County Board of Review	Lake County State's Attorney's Office
DuPage County Board of Review		

### State and Federal Government Agencies

Federal Deposit Insurance Corporation	Illinois Housing Development Authority	Internal Revenue Service
U.S. General Services Administration	Illinois State Toll Highway Authority	The U.S. Postal Service

### Schools

Argo Community High School District No. 217	Consolidated High School District No. 230	Morton College
Arlington Heights District No. 25	Darien District No. 61	Niles Elementary District No. 71
Township High School District No. 214, Arlington Heights	DePaul University	North Shore District No. 112, Highland Park
Barrington Community Unit District No. 220	Elmhurst Community Unit School District No. 205	Northwestern University
Chicago Board of Education	Indian Springs School District No. 109	Rosalind Franklin University
Chicago Ridge District No. 127½	LaGrange School District No. 105	Roselle School District No. 12
College of Lake County	Loyola University	Schaumburg Community Consolidated District No. 54
Community Consolidated School District No. 146	Lyons Township High School District No. 204	University of Illinois
	Maine Township High School District No. 207	Wheeling Community Consolidated District No. 21
		Wilmette District No. 39

**GRANT OF REPLACEMENT PERMANENT  
INGRESS, EGRESS AND PARKING EASEMENT**

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**THIS GRANT** is made this \_\_\_\_ day of \_\_\_\_\_, 2016, by the VILLAGE OF BARTLETT, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois (the "Grantor" or the "Village") to EAGLE Z PROPERTIES, LLC , an Illinois limited liability company (the "Grantee" or "Eagle Z").

**RECITALS:**

**WHEREAS**, the Grantor is the owner of record of the fee simple title to the real estate described on Exhibit 1 (hereinafter referred to as "Parcel 1"); and

**WHEREAS**, Grantee is the owner of record of the fee simple title to the real estate described on Exhibit 2 (hereinafter referred to as "Parcel 2"); and

**WHEREAS**, Global Auto Recycling & Repair Corp., an Illinois corporation ("Global" or the "Grantee's Tenant") operates an auto storage and salvage yard on Parcel 2 pursuant to a lease from Eagle Z; and

**WHEREAS**, Parcel 1 and Parcel 2 are contiguous to and adjoin each other; and

**WHEREAS**, on July 5, 2016, the Grantor, the Grantee and the Grantee's Tenant entered into an "Agreement to Abrogate permanent Easements and Temporary Easements, Grant Replacement Easement and Agreement to Construct Access Drive; and Purchase and Sale Agreement with Regard to Adjoining Parcel" (hereinafter the "Replacement Easement Agreement") which was approved by Village of Bartlett Resolution Ordinance 2016-\_\_\_\_\_; and

**WHEREAS**, pursuant to the terms and conditions of the Replacement Easement Agreement, the Grantee agreed to abrogate, release and terminate certain easements previously granted to it by the Village of Bartlett over Parcel 1 and a nonexclusive roadway easement previously granted to its predecessors in interest that benefits Parcel 1 by CMC Real Estate Corporation along the Metra Soo Railroad right of way, and the Village agreed among other things to grant a replacement easement over a different portion of Parcel 1 for ingress, egress and parking purposes, and to construct a new asphalt or concrete access drive and seven (7) parking spaces thereon; and

**WHEREAS**, the Grantee and the Grantor have each performed their respective obligations under the Replacement Easement Agreement that were conditions precedent to the Grantor's obligation to grant the replacement easement for ingress, egress and parking;

**NOW, THEREFORE**, in consideration of the foregoing preambles and promises, terms and conditions set forth herein, and in the Replacement Easement Agreement, the Parties agree as follows:

1. The Preambles set forth above are incorporated herein and made a part hereof.

2. The Grantor hereby grants to the Grantee, its successors and assigns, a permanent easement appurtenant over, upon, across and through that part of Parcel 1 depicted on the Plat of Easement attached hereto as Exhibit 3 where designated "Ingress, Egress & Parking Easement Hereby Granted" and legally described thereon under the heading "REPLACEMENT PERMANENT INGRESS, EGRESS AND PARKING EASEMENT", and also legally described as follows:

THAT PART OF LOT 127 IN CASTLE CREEK OF BARTLETT, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2004 AS DOCUMENT NUMBER 0417534056, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEASTERLY MOST CORNER OF SAID LOT 127; THENCE SOUTH 88 DEGREES 57 MINUTES 32 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 127, A DISTANCE OF 48.14 FEET TO A LINE 90.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 127; THENCE NORTH 00 DEGREES 01 MINUTE 45 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 255.04 FEET TO THE SOUTHEASTERLY EXTENSION OF A SOUTHERLY LINE OF SAID LOT 127; THENCE NORTH 71 DEGREES 00 MINUTES 57 SECONDS WEST ALONG SAID SOUTHEASTERLY EXTENSION A DISTANCE OF 42.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 71 DEGREES 00 MINUTES 57 SECONDS WEST ALONG SAID SOUTHEASTERLY EXTENSION AND SOUTHERLY LINE, A DISTANCE OF 157.00 FEET; THENCE NORTH 18 DEGREES 59 MINUTES 03 SECONDS EAST, A DISTANCE OF 44.00 FEET TO A LINE 44.00 FEET NORTHERLY OF AND PARALLEL WITH A SOUTHERLY LINE OF SAID LOT 127; THENCE SOUTH 71 DEGREES 00 MINUTES 57 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 115.28 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 85.88 FEET, A CHORD BEARING NORTH 51 DEGREES 09 MINUTES 25 SECONDS EAST AND A CHORD DISTANCE OF 85.22 FEET; THENCE NORTH 63 DEGREES 27 MINUTES 31 SECONDS EAST, A DISTANCE OF 19.61 FEET TO THE WESTERLY LINE OF LAMBERT LANE; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE, SAID LINE BEING ALSO A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 967.00 FEET AN ARC LENGTH OF 41.14 FEET, A CHORD BEARING SOUTH 13 DEGREES 04 MINUTES 14 SECONDS EAST AND A CHORD DISTANCE OF 41.13 FEET; THENCE SOUTH 63 DEGREES 27 MINUTES 31 SECONDS WEST ALONG A NON-TANGENT LINE A DISTANCE OF 10.03 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 160.00 FEET, AN ARC LENGTH OF 83.50 FEET, A CHORD BEARING SOUTH 48 DEGREES 30 MINUTES 27 SECONDS WEST AND A CHORD DISTANCE OF 82.56 FEET; THENCE SOUTH 08 DEGREES 33 MINUTES 17 SECONDS EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 18.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(the "Replacement Permanent Ingress, Egress and Parking Easement Premises") for the purpose of ingress and egress to and from Lambert Lane to Parcel 2, and use by the Grantee, its successor and assigns, and Grantee's Tenant, and their respective tenants, guests and invitees for customer parking of operable vehicles.

GRANTOR:

VILLAGE OF BARTLETT

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

Attest:

\_\_\_\_\_  
Lorna Giless, Village Clerk

## ABROGATION, RELEASE AND TERMINATION OF EASEMENTS

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Eagle Z Properties, LLC, an Illinois limited liability company, hereby abrogates, releases and terminates any and all easements, licenses, permits, rights, title and interest in and to:

- (1) The following legally described property, including but not limited to the 40 foot wide permanent easement heretofore granted over and across said property:

That part of Lot 127 in Castle Creek of Bartlett described as follows: Commencing at the Southeasterly most corner of said Lot 127; thence South 88 degrees 57 minutes 32 seconds West along the most Southerly line of said Lot 127, a distance of 98.15 feet to the point of beginning "A"; thence continuing South 88 degrees 57 minutes 32 seconds West, a distance of 26.61 feet to the Southwesterly corner of said Lot 127; thence North 62 degrees 47 minutes 20 seconds West, a distance of 15.06 feet to a corner of said Lot 127; thence North 00 degrees 01 minutes 45 seconds East, a distance of 280.50 feet to a corner of said Lot 127; thence South 71 degrees 00 minutes 57 seconds East, a distance of 42.31 feet; thence South 00 degrees 01 minutes 45 seconds west, a distance of 273.11 feet to point of beginning "A" , in Cook County, Illinois,

(the "2009 Permanent Easement Premises") under that certain Grant of Permanent Access, Easement and Parking dated June 16, 2009 and recorded with the Cook County Recorder on May 12, 2010 as Document No. 1013231102 (the "2009 Easement Agreement"); and

- (2) The following legally described property, including the 30 food wide temporary easement heretofore granted over and across said property:

That part of Lot 127 in Castle Creek of Bartlett described as follows: Commencing at the Southeasterly most corner of said Lot 127; thence South 88 degrees 57 minutes 32 seconds West along the most Southerly line of said lot 127, a distance of 68.14 feet to the point of beginning "B": thence continuing South 88 degrees 57 minutes 32 seconds West, a distance of 56.62 feet to the Southwesterly corner of said Lot 127; thence North 62 degrees 47 minutes 20 seconds West, a distance of 15.06 feet to a corner of said Lot 127; thence North 00 degrees 01 minutes 45 seconds East, a distance of 280.50 feet to a corner of said Lot 127; thence South 71 degrees 00 minutes 57 seconds East, a distance of 74.04 feet; thence South 00 degrees 01 minutes 45 seconds West, a distance of 262.22 feet to point of beginning "B", in Cook County, Illinois,

(the "2009 Temporary Easement Premises") under the 2009 Easement Agreement.

To the extent the 2009 Easement Agreement grants or conveys any easement, license, permit, right, title or interest in the 2009 Permanent Easement Premises and/or in the

2009 Temporary Easement Premises to Global Recycling & Repair Corp. ("Global"), or any lease between Eagle Z Properties, LLC and Global conveys any leasehold interest in for to or any possessory right or right to use the 2009 Permanent Easement Premises of the 2009 Temporary Easement Premises, Global hereby abrogates, releases and terminates any such leasehold interest, easements, licenses, permit, right, title and interest therein.

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

Eagle Z Properties, LLC

Global Auto Recycling & Repair Corp.

By: \_\_\_\_\_  
Its Manager

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

Attest;

\_\_\_\_\_  
Secretary

## ABROGATION, RELEASE AND TERMINATION OF ROADWAY EASEMENT GRANT

---

### RECITALS:

**WHEREAS**, Eagle Z Properties, LLC, an Illinois limited liability company, is the owner of the following legally described property:

That part of the Southwest 1/4 of Section 29, Township 41 North, Range 9 East of the Third Principal Meridian, beginning at the intersection of the North line of the right of way of the Chicago, Milwaukee and St. Paul Railroad, with the East line of the right of way of the Waukegan and Southwest Railway Company; thence Northeasterly 12 rods; thence east 26 rods; thence South 17 rods to the north line of the right of way of the Chicago, Milwaukee and St. Paul Railroad Company, thence Northwesterly to the point of beginning, all in Cook County, Illinois,

(the "Eagle Z Property"); and

**WHEREAS**, by instrument dated January 20, 1987 and recorded February 4, 1987 as Document 87068084 CMC Real Estate Corporation, a Wisconsin corporation, granted a non-exclusive roadway easement to the then owner of the Eagle Z Property for the sole purpose of vehicle ingress and egress on, over and across the following described property:

A strip of land approximately 15 feet wide and approximately 150 feet long, located adjacent to the Metra Sop Railroad in the Southwest 1/4 of Section 29, Township 41 North, Range 9 East, in Cook County, Illinois, as follows:

Commencing at the intersection of the east lien of said Southwest 1/4 and the north line of Spaulding road; thence West along the North line of Spaulding Road for a distance of approximately 86 feet, to the point of beginning; thence North 58 degrees 20 minutes west, more or less, for a distance of approximately 150 feet; thence southwesterly and at a right angle to the last described lien for a distance of approximately 15 feet; thence south 58 degrees 20 minutes East, more or less, for a distance of approximately 125 feet to the North line of Spaulding Road; thence East along the North line of Spaulding Road for a distance of approximately 29 feet to the point of beginning;

(the "Roadway Easement Grant"); and

**WHEREAS**, the Roadway Easement is an easement appurtenant that was granted to the predecessor in interest that owned the Eagle Z Property and runs for the benefit of the Eagle Z Property; and

**WHEREAS**, Eagle Z desires to abrogate, release and terminate all of its right, title and interest in and to the Roadway Easement Grant for itself and its successors and

assigns as it has been given separate consideration therefor from the Village of Bartlett including alternate access to the Eagle Z Property;

**NOW, THEREFORE,** in consideration of the matter set forth in the Recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged; it is hereby agreed as follows:

Eagle Z Properties, LLC, an Illinois limited liability company, hereby abrogates, releases and terminates any and all easements, licenses, permits, rights, title and interest, in and to the following legally described property, including the non-exclusive Roadway Easement Grant over and across:

That part of Lot 127 in Castle Creek of Bartlett described as follows: Commencing at the Southeasterly most corner of said Lot 127; thence South 88 degrees 57 minutes 32 seconds West along the most Southerly line of said Lot 127, a distance of 98.15 feet to the point of beginning "A"; thence continuing South 88 degrees 57 minutes 32 seconds West, a distance of 26.61 feet to the Southwesterly corner of said Lot 127; thence North 62 degrees 47 minutes 20 seconds West, a distance of 15.06 feet to a corner of said Lot 127; thence North 00 degrees 01 minutes 45 seconds East, a distance of 280.50 feet to a corner of said Lot 127; thence South 71 degrees 00 minutes 57 seconds East, a distance of 42.31 feet; thence South 00 degrees 01 minutes 45 seconds west, a distance of 273.11 feet to point of beginning "A" , in Cook County, Illinois,

under that certain Roadway Easement Grant dated January 20, 1987 granted by CMC Real Estate Corporation, a Wisconsin corporation, recorded February 4, 1987 as Document 87068084 .

Notwithstanding said abrogation, release and termination nothing contained herein shall terminate the right of Eagle Z Properties, LLC, to keep an existing septic field that may lie in or encroach upon the Roadway Easement Grant premises.

To the extent the said Roadway Easement Grant conveys or grants easement, license, permit, right, title or interest to Global Recycling & Repair Corp. ("Global"), or any lease between Eagle Z Properties, LLC and Global conveys any leasehold interest in or to, or any right to use the Roadway Easement. Global hereby abrogates, releases and terminates any such leasehold interest, easement, license, permit, right, title and interest therein.

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

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

Eagle Z Properties, LLC

Global Auto Recycling & Repair Corp.

By: \_\_\_\_\_  
Its Manager

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

Attest:

\_\_\_\_\_  
Secretary



## Agenda Item Executive Summary

Item Name	Heron's Landing North Det. Pond Improvements	Committee or Board	Board
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### BUDGET IMPACT

Amount:	\$ 260,340.80	Budgeted	\$ 323,000.00
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List what fund Performance Bond received for Heron's Landing North Pond due to leakage

### EXECUTIVE SUMMARY

As you know, the Village received \$323,000.00 from a performance bond for Heron's Landing Subdivision, due to a leaking detention pond. A portion of the funds were spent on temporary repairs and a re-design of the detention pond. The bids for the re-design were rejected due to dewatering costs and an alternative solution was pursued.

Alternative improvement plans were developed by Mackie Consultants, LLC and were made available to potential bidders on May 18, 2016. A total of 5 bids were returned and opened on June 8, 2016. The low bidder was determined to be Tri-County Excavation and Construction, Inc. at \$350,000.00. The budgeted amount for construction of the alternative improvements is \$260,000.00. However, bidders were required to submit a lump sum with unit price format, due to volatile excavation and hauling costs. Based upon the unit pricing, Mackie and Tri-County Excavation and Construction were able to modify the quantities and scope of the project to reduce the price without jeopardizing the integrity of the design. Documents outlining the proposed modifications, including Change Order No. 1, are attached

### ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Bid Tab, Letters and Agreement

### ACTION REQUESTED

- Resolution
- Motion

**MOTION: I MOVE THE VILLAGE BOARD APPROVE THE AGREEMENT AND CHANGE ORDER BETWEEN THE VILLAGE AND TRI-COUNTY EXCAVATION AND CONSTRUCTION FOR THE 2016 HERONS LANDING-NORTH POND IMPROVEMENTS IN THE AMOUNT OF \$ 260,340.80**

Staff: Dan Dinges, Director of Public Works Date: July 5, 2016

# MEMO

**Date:** June 24, 2016

**To:** Valerie L. Salmons, Village Administrator

**From:** Dan Dinges, Public Works Director

**Re:** *Heron's Landing Subdivision, North Detention Pond Improvements Project*

As you know, the Village received \$323,000.00 from a performance bond for Heron's Landing Subdivision, due to a leaking detention pond. A portion of the funds were spent on temporary repairs and a re-design of the detention pond. The bids for the re-design were rejected due to dewatering costs and an alternative solution was pursued.

Alternative improvement plans were developed by Mackie Consultants, LLC and were made available to potential bidders on May 18, 2016. A total of 5 bids were returned and opened on June 8, 2016. The low bidder was determined to be Tri-County Excavation and Construction, Inc. at \$350,000.00. The budgeted amount for construction of the alternative improvements is \$260,000.00. However, bidders were required to submit a lump sum with unit price format, due to volatile excavation and hauling costs. Based upon the unit pricing, Mackie and Tri-County Excavation and Construction were able to modify the quantities and scope of the project to reduce the price without jeopardizing the integrity of the design. Documents outlining the proposed modifications, including Change Order No. 1, are attached.

Based upon staff and consultant review of the project plans and associated documents, I would recommend that the Heron's Landing North Pond Improvement Project – including Change Order No. 1 – be awarded to Tri-County Excavation and Construction, Inc. in the amount of \$260,340.80.

Please place this on the next available Board Agenda.

RESOLUTION 2016 - \_\_\_\_\_

**A RESOLUTION AWARDED THE BID FOR THE NORTH  
DETENTION POND IMPROVEMENTS (HERONS LANDING SUBDIVISION)  
PROJECT; AND APPROVING THE AGREEMENT BETWEEN THE VILLAGE  
OF BARTLETT AND TRI-COUNTY EXCAVATION AND CONSTRUCTION, INC.;  
AND CHANGE ORDER NO 1 FOR SAID PROJECT**

---

**WHEREAS**, the Village drew and received the sum of \$323,000 on the performance bond furnished by Travelers Casualty & Surety Company of America (the Surety”) after the developer of the Herons Landing Subdivision failed to correct a leak in the North Detention Pond and later went bankrupt; and

**WHEREAS**, the Village spent a portion of the surety bond proceeds on interim repairs and two redesigns of the North Detention Pond Improvements after the initial bids on the first redesign of the pond were rejected; and

**WHEREAS**, the budgeted amount for the Project after the second redesign is \$260,000, but due to volatility in excavation costs and hauling costs based on the future availability of suitable spoil disposal sites, bidders were required to submit a lump sum with unit pricing; and

**WHEREAS**, the Village advertised for and competitively bid the North Detention Pond Improvements in Herons Landing Subdivision (the “Project”) on a lump sum basis but required the bidders to submit unit prices for all of the Project work broken down by quantities furnished by the design engineer, Mackie Consultants, LLC (“Mackie”) to facilitate an initial change order if the original bids came in over budget; and

**WHEREAS**, the Village received five (5) lump sum bids for the Project, which ranged from a low of \$350,000 to a high of \$554,650.75, each of which were consistent with the application of the unit prices bid to the quantities specified in the Project Manual

for the Project (the “Original Specifications”) and the engineering drawings for the Project prepared by Mackie dated April 20, 2016 and last revised April 22, 2016 (the “Original Engineering Drawings”); and

**WHEREAS**, once bids are opened, municipalities may negotiate a lower price with the presumed low bidder, which generally cannot include a change in the specifications if only lump sum bid prices are solicited, but may include a change in the specifications and scope of the work if the project is bid on a unit price basis (or a lump sum basis with the mandatory inclusion of unit prices as with the Project) as long as the changes in scope do not prejudice another bidder or change the low bidder; and

**WHEREAS**, it is lawful in any event for a municipality to award a contract at the bid prices, and reduce the scope and price by a written change order, provided the municipality complies with 720 ILCS 5/33E9; and

**WHEREAS**, the presumed low bidder on the Project, Tri-County Excavation and Construction, Inc., was more than \$73,800 lower than the next lowest bidder; and

**WHEREAS**, because the bid prices for the Project as originally specified and designed came in over budget, Mackie, as the design engineer, performed value engineering to modify the quantities and scope of the Project to reduce the price at the least impact to the Project outcome and without jeopardizing the integrity of the design to prevent the North Detention Pond from leaking, which changes include:

1. Eliminating 2,048 L.F. of coir fiber roll as the cost of this item (\$87,859.20) is out of line with the benefits afforded and is consistent with the design of the adjacent south pond which does not have coir logs to assist in the protection against wave erosion;
2. Revise inlet protection from an exterior fence box to a filter fabric gate wrap;

(collectively, the "Erosion Control Modifications"), which are incorporated into Change Order No. 1 which is attached hereto as Exhibit A, and on the revised engineering drawing sheets for the Project, sheets 5 of 8 and L2, with a new last revision date on said sheets of June 21, 2016 (the "Revised Specifications and Drawings"), which are attached to Change Order No. 1 as Exhibit A-1 and are hereby incorporated into the Contract Documents by this reference; and

**WHEREAS**, Mackie has determined and reported to the corporate authorities of the Village that the Erosion Control Modifications do not prejudice another bidder or change the low bidder; and

**WHEREAS**, the presumed low bidder has consented to the changes in the scope of the Project Work set forth in the Revised Specifications and Drawings and to the new Contract sum of \$260,340.80, as evidenced by its execution of Change Order No. 1; and

**WHEREAS**, Change Order No. 1 which reduces the Contract Sum by \$89,659.20 is in the best interest of the Village and its taxpayers and is authorized by law;

**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 bid for the North Detention Pond Improvements in Herons Landing Subdivision, as provided in the Original Specifications and the Original Engineering Drawings set forth in the Project Manual for the Project, is hereby approved and a contract is hereby awarded to the following contractor as the lowest responsible and responsive bidder meeting specifications:

Tri-County Excavation and Construction, Inc. (the "Contractor") at the lump sum of \$350,000 and the unit pricing set forth in its bid proposal, applied to the original quantities set forth in the Original Specifications and the Original Engineering Drawings prepared by Mackie Consulting, LLC dated April 20,

2016, last revised April 22, 2016, subject however, to the subsequent modification contained in Change Order No. 1.

**SECTION TWO:** That the North Detention Pond Improvements Agreement (Herons Landing Subdivision) between the Village of Bartlett and Tri-County Excavation and Construction, Inc. dated July 5, 2016, a copy of which is appended hereto as Exhibit B and expressly incorporated herein by this reference (the "Agreement"), which provides for a new Contract Sum of \$260,340.80 based on the approval of Change Order No. 1 in Section Five of this Resolution, is hereby approved.

**SECTION THREE:** The Village President and Village Clerk are authorized to sign and attest, respectively, the Agreement on behalf of the Village.

**SECTION FOUR:** The Board hereby finds and determines that the circumstances necessitating Change Order No. 1 are germane to the original Contract as signed, are in the best interest of the Village, and are authorized by law.

**SECTION FIVE:** Change Order No. 1 dated as of July 5, 2016, which includes the Erosion Control Modifications and reduces the Contract Sum by \$89,659.20, is hereby approved.

**SECTION SIX:** The Village President is hereby authorized and directed to sign Change Order No. 1 on behalf of the Village, making the new Contract Sum for the Project \$260,340.80.

**SECTION SEVEN: 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 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 upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

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

ATTEST:

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

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2016 - \_\_\_\_\_ enacted on July 5, 2016, and approved on July 5, 2016, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles

# EXHIBIT A

Request for Approval of Change in Plans  
 Project: North Detention Pond Improvements  
 Request No. : 1  
 Date: 6/21/2016  
 Contractor: Tri-County Excavaton and Construction

I recommend the following change be made to the above contract.

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ADD	DEDUCT
14	Coir Fiber Roll, (West Pond) - Village has opted to eliminate this contract item in order to meet project budget	-1276	SF	\$42.90	\$0.00	-\$54,740.40
16	Coir Fiber Roll, (East Pond) - Village has opted to eliminate this contract item in order to meet project budget	-772	SF	\$42.90	\$0.00	-\$33,118.80
33	Inlet Protection - Village has opted to revise the inlet protection requirment from an exterior silt fence box to a filter fabric grate wrap.	-4	EA	\$690.00	\$0.00	-\$2,760.00
X1	Filter Fabric Inlet Protection - Village has opted to revise the inlet protection requirment from an exterior silt fence box to a filter fabric grate wrap.	4	SF	\$240.00	\$960.00	\$0.00
<b>Amount of Original Contract:</b>		<b>\$350,000.00</b>	<b>Totals A/D</b>		<b>\$960.00</b>	<b>(\$90,619.20)</b>
<b>Amount of Previous Change Orders:</b>		<b>\$0.00</b>	<b>Change</b>		<b>(\$89,659.20)</b>	
<b>Change to Date</b>		<b>(\$89,659.20)</b>	<b>=</b>	<b>-25.6%</b>	<b>of original contract</b>	
<b>Adjusted Contract Amount</b>		<b>\$260,340.80</b>				

- The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- The undersigned has determined that the change is germane to the original contract as signed.
- The undersigned has determined that this change is in the best interest of the Local Agency and is authorized by law.
- Changes identified were requested and authorized by Village Staff during construction in the best interest of the Local Agency

SIGNED:

  
 Resident Engineer

Date:

6/21/2016

APPROVED:

\_\_\_\_\_  
 Village Staff

Date:

\_\_\_\_\_

cc: Project File

*AR 6/24/16*

HERONS LANDING: NORTH DETENTION POND IMPROVEMENTS

BASE BID ITEMS:

ITEM	QTY	UNIT	UNIT PRICE	COST
1. Stabilized Construction Entrance	1	EA	12,547.54	12,547.54
2. Topsoil Import & Placement (pond slope and shelf)	670	CY	18.-	12,060.-
3. Gabion Block Wall, 3' thickness	1	LS	36,206.40	36,206.40
4. Gabion Wall Perimeter Soil Barrier (Compacted Topsoil)	45	CY	80.-	3,600.-
5. RR-3 Rip Rap	8	CY	900.-	7,200.-
6. IDOT Class 4 Seed	0.83	AC	0	0
7. IDOT Class 1 Seed	0.22	AC	10,000.-	2,200.-
8. Erosion Control Blanket	5080	SY	.75	3,810.-
9. Safety Shelf Excavation	1110	CY	36.13	40,104.30
10. Soils Testing for CCDD Eligibility Verification	1	LS	300.-	300.-
11. Spoil Disposal to CCDD	1110	CY	10.90	12,099.-

LANDSCAPING BASE ITEMS:

ITEM	QTY	UNIT	UNIT PRICE	COST
<b>Landscape Prep</b>				
12. Herbicide existing turf and remove	3,419	SY	.66	2256.54
<b>Shoreline Emergents</b>				
13. West Pond ( 3' Wide Shelf)	3,914	SF	11.88	46,498.32
14. Coir Fiber Roll	1,276	LF	42.90	54,740.40
15. East Pond (3' Wide Shelf)	2,335	SF	11.88	27,731.80
16. Coir Fiber Roll	772	LF	42.90	33,118.80
<b>Pond Bank Grasses</b>				
17. West Pond	2,116	SY	.42	888.72
18. East Pond	754	SY	.42	316.68
<b>Pond Bank Forbs</b>				
19. West Pond	435	SY	1.60	696.-
20. East Pond	114	SY	1.60	182.40

SHRUBS AND ORNAMENTAL TREES

SYM.	BOTANICAL NAME	COMMON NAME	QTY	SIZE	CONDITION	UNIT PRICE	COST
<b>Ornamental Trees</b>							
21	Am gr Amelanchier x grandiflora	Apple Serviceberry	10	8'	B & B	387.50	3,875.-

10/24/16

22	Cr Cr	Crataegus crusgalli inermis	Thornless Cockspur Hawthorn	7	8'	B & B	390.-	2,730.-
<b>Deciduous Shrubs</b>								
23	Rh ar	Rhus aromatica 'Grow-Low'	Grow Low Sumac	115	#5	Cont.	50.-	5,750.-
24	Rh ty	Rhus typhina	Staghorn Sumac	56	#5	Cont.	50.-	2800.-
<b>Landscape Prep</b>								
25		Herbicide existing turf and remove		425	SY		.47	199.75
26		Mulch		44	CY		65.-	2,860.-
27		Topsoll for Planting Beds		44	CY		61.40	2701.60

**LARGE DECIDUOUS TREES**

SYM.	BOTANICAL NAME	COMMON NAME	QTY	SIZE	CONDITION	UNIT PRICE	COST
<b>Large Trees</b>							
28	QU ru	Quercus rubra	12	3"	B & B	671.25	7,575.-
29	TI am	Tilia americana 'Redmond'	13	3"	B & B	568.75	7393.75
30		Mulch	6	CY		65.-	390.-

350,600.-  
(FIGURES)

**BIDDERS PROPOSAL TO COMPLETE WORK**

RFI 3.1:

		UNIT	COST	
31	SILT FENCE	1600 LF	3.-	4,800.-
32	ORANGE CONST. FENCE	1600 LF	6.-	9,600.-
33	INLET PROTECTION	4 EA	690.-	2,760.-

*Handwritten signature and date: 1/24/16*





HERONS LANDING: NORTH DETENTION POND IMPROVEMENTS  
 BID TABULATION: JUNE 8, 2016 BID OPENING

BASE BID ITEMS: UNIT COSTS FOR QUANTITY ADJUSTMENTS			Tri-County Excavation and Construction	Martam Construction Inc.	Semper Fi Land Services Inc.	Front Range Environmental	Conservation Land Stewardship, LLC	
ITEM	QTY	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	
1. Stabilized Construction Entrance	1	EA	\$ 12,547.54	\$ 28,000.00	\$ 20,333.00	\$ 14,000.00	\$ 56,434.12	
2. Topsoil Import & Placement (pond slope and shell)	670	CY	\$ 18.00	\$ 44.85	\$ 60.00	\$ 15.00	\$ 61.03	
3. Gabion Block Wall, 3' thickness	1	LS	\$ 36,206.40	\$ 17,500.00	\$ 20,000.00	\$ 70,000.00	\$ 47,963.03	
4. Gabion Wall Perimeter Soil Barrier (Compacted Topsc	45	CY	\$ 80.00	\$ 112.00	\$ 60.00	\$ 20.00	\$ 50.89	
5. RR-3 Rip Rap	8	CY	\$ 900.00	\$ 328.00	\$ 100.00	\$ 200.00	\$ 176.88	
6. IDOT Class 4 Seed	0.83	AC	\$ -	\$ 3,450.00	\$ 4,800.00	\$ 13,000.00	\$ 4,167.96	
7. IDOT Class 1 Seed	0.22	AC	\$ 10,000.00	\$ 5,750.00	\$ 5,000.00	\$ 8,700.00	\$ 5,811.82	
8. Erosion Control Blanket	5080	SY	\$ 0.75	\$ 2.90	\$ 2.08	\$ 3.00	\$ 2.58	
9. Safety Shelf Excavation	1110	CY	\$ 36.13	\$ 53.65	\$ 68.33	\$ 38.00	\$ 92.84	
10. Soils Testing for CCDD Eligibility Verification	1	LS	\$ 300.00	\$ 2,300.00	\$ 10,000.00	\$ 2,000.00	\$ 21,250.00	
11. Spoil Disposal to CCDD	1110	CY	\$ 10.90	\$ 22.55	\$ 23.88	\$ 60.00	\$ 47.48	
LANDSCAPING BASE ITEMS:								
ITEM	QTY	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	
Landscape Prep								
Herbicide existing turf and remove	3,419	SY	\$ 0.66	\$ 0.60	\$ 0.08	\$ 6.00	\$ 0.63	
Shoreline Emergents								
West Pond (3' Wide Shell)	3,914	SF	\$ 11.88	\$ 8.65	\$ 8.83	\$ 5.00	\$ 9.55	
Coir Fiber Roll	1,276	LF	\$ 42.90	\$ 25.90	\$ 23.88	\$ 30.00	\$ 32.33	
East Pond (3' Wide Shell)	2,335	SF	\$ 11.88	\$ 8.65	\$ 8.83	\$ 5.00	\$ 12.26	
Coir Fiber Roll	772	LF	\$ 42.90	\$ 25.90	\$ 23.88	\$ 30.00	\$ 35.32	
Pond Bank Grasses								
West Pond	2,116	SY	\$ 0.42	\$ 1.45	\$ 1.38	\$ 15.00	\$ 0.97	
East Pond	754	SY	\$ 0.42	\$ 1.45	\$ 1.38	\$ 15.00	\$ 1.36	
Pond Bank Forbs								
West Pond	435	SY	\$ 1.60	\$ 5.75	\$ 1.38	\$ 15.00	\$ 2.36	
East Pond	114	SY	\$ 1.60	\$ 5.75	\$ 1.38	\$ 15.00	\$ 5.39	
SHRUBS AND ORNAMENTAL TREES								
SYM.	BOTANICAL NAME	COMMON NAME	QTY	SIZE	CONDITION	UNIT PRICE	UNIT PRICE	UNIT PRICE
	Ornamental Trees							

Am gr Amelanchier x grandiflora	Apple Serviceberry	10	B'	B & B	\$ 387.50	\$ 747.50	\$ 533.00	\$ 650.00	\$ 1,050.00
	Thornless Cocksaur Hawthorn	7	B'	B & B	\$ 390.00	\$ 517.50	\$ 533.00	\$ 650.00	\$ 1,068.00
Cr Cr Crataegus crusgalli inermis									
Deciduous Shrubs									
Rh ar Rhus aromatica 'Grow-Low'	Grow Low Sumac	115	#5	Cont.	\$ 50.00	\$ 97.75	\$ 60.00	\$ 65.00	\$ 113.00
Rh ty Rhus typhina	Staghorn Sumac	56	#5	Cont.	\$ 5.00	\$ 86.25	\$ 60.00	\$ 65.00	\$ 89.00
Landscape Prep									
Herbicide existing turf and remove		425	SY		\$ 0.47	\$ 0.60	\$ 0.08	\$ 6.00	\$ 1.47
Mulch		44	CY		\$ 65.00	\$ 63.25	\$ 86.37	\$ 65.00	\$ 93.13
Topsoll for Planting Beds		44	CY		\$ 61.40	\$ 172.00	\$ 86.37	\$ 55.00	\$ 81.25
LARGE DECIDUOUS TREES									
COMMON									
SYM. BOTANICAL NAME	COMMON NAME	QTY	SIZE	CONDITION	UNIT PRICE				
Large Trees									
Ou ru Quercus rubra	Northern Red oak	12	3"	B & B	\$ 631.25	\$ 775.00	\$ 683.00	\$ 650.00	\$ 920.00
Ti am Tilia americana 'Redmond'	Redmond Linden	13	3"	B & B	\$ 568.75	\$ 750.00	\$ 683.00	\$ 650.00	\$ 1,034.00
Mulch		6	CY		\$ 65.00	\$ 63.25	\$ 75.00	\$ 65.00	\$ 93.13
ADDITIONAL ITEMS FROM BIDDER RFI:									
ITEM		QTY	UNIT		UNIT PRICE				
A. Silt Fence		1600	LF		\$ 3.00	\$ 3.15	\$ 6.00	\$ 4.33	-
B. Orange construction fence		1600	LF		\$ 6.00	\$ 3.15	\$ 4.50	\$ 5.33	-
C. Inlet Protection		4	EA		\$ 690.00	\$ 290.00	\$ 350.00	\$ 100.00	-
BIDDERS PROPOSAL TO COMPLETE WORK					\$350,000.00	\$373,866.85	\$383,833.57	\$462,249.00	\$554,650.76



June 21, 2016

Mr. Robert Allen  
Village of Bartlett  
Public Works Building  
1150 Bittersweet Drive  
Bartlett, IL 60103

Dear Bob:

Enclosed is a bid tabulation for the public bid results for the Herons Landing Pond Improvements project. The apparent low bidder is Tri-County Excavating with a bid of \$ 350,000. We have reviewed the bid submittal and found it to be complete. We are familiar with this contractor and they have successfully completed similar size and larger projects in the past, so we judge them to be qualified to complete the work.

As all the bid results were greater than the \$260,000 contract cost target, we reviewed the unit prices to determine how the scope and costs could be reduced at the least impact to the resulting project outcome. We recommend that the coir log slope toe protection be eliminated from the scope of work for a deduction of \$87,859.20 from the base bid. Coir logs assist in the establishment of vegetated slope toes where they meet the water line and help guard against wave erosion. While a helpful feature, the benefits are out of line with the cost in this case, making it the best candidate for value engineering. Furthermore, the South detention pond at Herons Landing was not constructed with coir logs, so the completed project will not be a reduction in quality to the character of the neighborhood. Additionally, we suggest using filter fabric plugs in lieu of formal silt boxes on the rear yard inlets along the perimeter of the pond for a deduction of \$1,800.00. We have checked the submitted bids and the recommended changes do not affect the outcome of the bidding with Tri-County Excavating remaining the low bid.

After these deductions, the resulting contract amount would be \$260,340.80. We have contacted the low bidder and they are willing to accept these changes to the scope and contract amount. Furthermore, we examined the other bids to check the effects of similar credits using their unit pricing and found that Tri-County remains the lowest bidder at the adjusted scope.

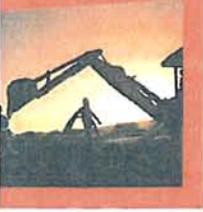
Based on the above, we recommend that the Village of Bartlett award a contract to Tri-County Excavating in the amount of \$260,340.80 and subject to the terms of the bid documents.

Very truly yours,  
**MACKIE CONSULTANTS, LLC**

  
Robert J. Bachkosky, PE, CFM, CPESC  
Senior Project Engineer

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## Tri-County Excavation & Construction, Inc.



630-896-7916 office  
630-896-8213 fax  
tricountyx@aol.com  
471 NE Industrial Dr  
Aurora, IL 60505

June 24, 2016

Rob Bachkosky  
Mackie Consultants, LLC  
9575 W. Higgins Road  
Suite 500  
Rosemont, Illinois 60618

Mr. Bachkosky,

As discussed with your office, we understand the final bidding for the Herons Landing North Detention Pond Improvements resulted in a project cost exceeding the Village's budget for the job. As a result, our submitted unit costs were used to eliminate non-essential portions of the project scope to reduce the project cost to \$260,340.80. I have reviewed the attached changes and agree to the concurrent execution of the attached Change Order with the project contract. I have initialed and dated the pages of the attached change order signifying my review.

Sincerely,

A handwritten signature in black ink that reads "Michael Romozzi".

Michael Romozzi

President

**NORTH DETENTION POND IMPROVEMENTS AGREEMENT  
(HERONS LANDING SUBDIVISION)**

---

This North Detention Pond Improvements Agreement (the "Agreement") is entered this 5<sup>th</sup> day of July, 2016, between the VILLAGE OF BARTLETT, an Illinois home rule municipality (the "Village" or "Owner") and TRI-COUNTY EXCAVATION AND CONSTRUCTION, INC. (the "Contractor") (collectively, the "Parties").

**IN CONSIDERATION** of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

**1. Project Work.**

- A. This project consists of the grading and excavation improvements required eliminate the effects of erosion, restore the original pond safety shelf, construction of a gabion wall overflow structure to facilitate ponding of the eastern basin, and general site restoration and landscaping. Due to the excavation and spoils disposal required to complete the work, soils testing for CCDD Eligibility will be required by the Contractor.
  
- B. Contract documents mean and include: (i) this Agreement; (ii) Notice to Bidders; (iii) General Conditions and Instructions to Bidders and General Requirements attached hereto and incorporated herein; (iv) the Plans and Specifications attached hereto and incorporated herein, and the Engineering Plans for the North Detention Pond Improvements, Herons Landing Subdivision, as prepared by Mackie Consultants, LLC dated April 20, 2016 and last revised April 22, 2016 (except for sheets 5 of 8 and L2, both last revised June 21, 2016 attached to Change Order No. 1 and which is incorporated herein by reference; (v) Special Provisions; (vi) the Contractor's Bid Proposal; (vii) the Performance and Payment Bond or Letter of Credit as defined herein; (viii) Addenda NONE; and (ix) Change Order No. 1 attached hereto and incorporated herein (collectively, the "Contract Documents"). The Contract Documents are expressly incorporated into and made a part of this Agreement as though fully set forth herein. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control.

**2. Completion Date.**

- A. **FINAL COMPLETION:** Due to the required planting schedules associated with various landscaping elements; **tree, shrub, and wetland plug planting shall have a final completion date of May 12, 2017.**
  
- B. **INTERMEDIATE COMPLETION:** All work (not mentioned in the Final Completion Date summary above) associated with the project including seed and erosion control blanket restoration shall achieve **substantial completion by September 30, 2016.**

### 3. Payment.

A. Payment Procedure. The payment procedures are as follows:

1. Payments under the Agreement shall be based on the lump sum price and set forth in Contractor's Bid Proposal as modified by Change Order No. 1 for a Contract Sum of \$260,340.80. Payments shall be due for Project Work supplied and installed/constructed by the Contractor in accordance with the terms and conditions herein, as determined and certified by the Village or its Engineer. Neither the owner nor Engineer guaranty the estimated quantities and units for completion of the Project. In no event shall the Contractor be entitled to lost profits and/or revenues due to actual quantities and units exceeding estimated quantities and units.
2. In addition to the payment request documentation set forth under the Contract, Contractor shall provide the following documentation to the Village and the Engineer:
  - a. Contractor shall provide monthly invoices to the Village throughout the Project Work. It shall be a condition precedent to the Village obligation to make a monthly progress payment that the Contractor shall have submitted to the Engineer, on or before the first day of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents".
    - (i) An itemized Application of Payment for operations completed in accordance with the schedule of values, supported by such data to substantiate the Contractor's right to payment as the Village and the Engineer may require, such as copies of requisitions from material suppliers, and reflecting a 5% retainage until after final acceptance has been made by the Village. Payment shall be further reduced by such additional amounts that the Village determines for non-conforming work and unsettled claims.
    - (ii) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company. ("Contractor's Sworn Statement")
    - (iii) Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier and all of the material suppliers that supplied labor and/or material in connection with the Project covering such period.
    - (iv) All of the Contractor's Progress Payment Documents shall be signed, sworn to and notarized.
    - (v) Certified Payrolls (defined below)
    - (vi) Such additional documentation and/or information requested by the Village and /or Engineer relative to said payment.

- b. It shall be a condition precedent to any payment required by the Village hereunder, that the Village and the Engineer has determined that the Project Work being invoiced is free from any defects and has been completed in strict compliance with the terms and conditions herein. The Village shall deduct from the final payment hereunder, amounts as determined for incomplete work, including but not limited to punch list work, and any required Restoration Work, and for any unsettled claims. Payments shall be further contingent upon the consent of the surety issuing the performance and payment bonds and/or other bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Village.
- c. Following completion of the Project Work, Contractor shall furnish the Village the following documents: (1) the Contractor's Progress Payment Documents; (ii) final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Project Work; and (iii) all suppliers that furnished materials in connection with the Project Work; all of which shall be signed and notarized; (2) certified payroll for the applicable payment periods; (3) written consent from the surety; and (4) such additional documentation and/or information requested by the Village relative to said final payment and all close out submittals.
- d. In the event the Contractor, and or Village and/or Engineer is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Village, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court, or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.
- e. It shall also be a condition precedent to any payment hereunder that Contractor, and its subcontractors that perform any labor on the Project for the applicable pay period, must complete and submit certified payrolls to the Village covering all payouts no less than once a month in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, *et seq.*) (the "Certified Payrolls"). The Village will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

- f. Notwithstanding the foregoing, in no event shall the Village's acceptance of the Project Work, Contractor's Payment Request Documentation, Engineer's Certification, and/or the Village's payments to Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required herein.
4. **Non-Discrimination.** Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation, color, national origin, marital status, or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.
5. **Compliance With Law.** All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.
6. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village of Bartlett, and its officials, officers, employees, agents, consultants, successors and assigns, and the Herons Landing Master Association, an Illinois not-for-profit corporation, and its directors, officers, owners, members, employees, agents, consultants, successors and assigns (collectively, the "Indemnified Parties"), against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses which may in any way arise directly or indirectly from the Project Work, Repair Work and/or Warranty Work provided hereunder, and/or any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts and/or omissions any of them may be liable (collectively, "Contractors Agents"); except to the extent caused by the negligence of a party indemnified hereunder. In the event of any such suit, claim or lien, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties

as herein provided. This obligation shall survive the expiration and/or termination of the Agreement. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and/or termination of the Agreement.

- 7. Binding Obligation and Non-Assignability.** Contractor shall not assign the whole or any part of this Agreement without the written consent of the Village. All subcontractors shall be approved by the Village. Any such assignment by Contractor without the Village's written approval shall be null and void.
- 8. Taxes.** The Village is a Tax Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. All such taxes are included in the unit pricing set forth in the Contractor's proposal.
- 9. Investigations by Contractor.** Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, inspection of all Project Sites and represents and warrants that the Specifications, Plans, Drawings and other Contract Documents as defined in the General Conditions are adequate and the required result can be produced there under. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.
- 10. Insurance.** Contractor shall procure and maintain for the duration of the Project Work, Repair Work and Warranty Work, insurance of the types and in amounts of not less than the coverages listed below. The cost of such insurance is included in the unit pricing set forth in the Contractor's Bid Proposal.

**A. Commercial General and Umbrella Liability Insurance.**

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000.00 aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: liability arising out of the Project Work, including activities performed by or on behalf of Contractor; premises owned, leased, or used by contractor; operations; administration of the work; independent contractors;

subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety.**

The Village of Bartlett and its, officers, officials, employees, consultants, agents, successors and assigns, and the Herons Landing Master Association, and its directors, officers, owners, members, employees, consultants, agents, successors and assigns (collectively, the "Additional Insured"), shall be included as an insured under the Contractors CGL using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage, and using additional insured under Contractors commercial umbrella liability and business auto liability coverage's, and also using additional insured endorsement CG 20 37 or substitute providing equivalent coverage with respect to the below required continuing completed operations liability coverage.

These insurance coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them, and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them.

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

#### **B. Continuing Completed Operations Liability Insurance.**

Contractor shall maintain commercial general liability (CGL) coverage with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the Project Work.

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

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

#### **C. Business Auto Liability Insurance.**

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

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent

liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**D. Workers Compensation and Employees Liability Insurance.**

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

If the Village of Bartlett has not been included as an insured under the Commercial General Liability, Excess Umbrella Liability Insurance and/or Business Auto Liability coverages required in the Contract, the Contractor waives all rights against the Village, and its officers, officials, employees, consultants, and agents for recovery of damages arising out of or incident to the Project Work.

**E. Excess Umbrella Liability Insurance Coverage.**

Contractor shall maintain Excess Umbrella Liability Insurance coverage of not less than \$5,000,000 each occurrence and \$5,000,000 aggregate.

**F. General Insurance Provisions.**

**1. Evidence of Insurance**

a. Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

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

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

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

e. Failure to maintain the required insurance may result in termination of this Contract at the option of the Village.

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

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

## **2. Acceptability of Insurers.**

Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide.

## **3. Cross-Liability Coverage**

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

## **4. Deductibles and Self-Insured Retentions**

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

## **5. The Village Shall Not Waive Any Rights of Subrogation**

The Village shall not, in any manner, be deemed or intended to have waived any right of subrogation which either the Village and/or its, insurance carrier and/or risk pool provider, risk management agency, and/or insurance company providing excess coverage may have against the Contractor, for any property injury, death, or other damage caused by Contractor, and/or any of its subcontractors of any tier, and/or otherwise arising out of the Project Work.

## **6. Failure to Comply with Insurance Reporting Provisions**

All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

## **7. All Insurance Obtained Shall Apply Separately to Each Insured**

All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

## **8. Insurance Requirements Cannot be Waived**

Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

- a. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
- b. failing to review any Certificates of Insurance received;
- c. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or
- d. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by these documents are solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village of Bartlett and/or any of the other Additional Insured.

## **7. Liability of Contractor is not limited by Purchase of Insurance**

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Village and the other Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured's, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

## **8. Notice of Personal Injury or Property Damage**

Contractor shall notify the Additional Insured, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

## **9. Subcontractors**

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above (excluding the Excess Umbrella Liability Coverage) and otherwise in strict compliance with the above insurance requirements including but not limited to the additional insured

requirements set forth above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor and additional insured endorsements as required above.

**11. Performance and Payment Bonds.** Prior to commencement of the Project Work, Contractor must submit to the Village performance and payment bonds, each in the amount of 110% of the Contract Sum, naming the Village of Bartlett as the primary obligee, in form acceptable to the Village, co-signed by a surety company licensed by the Illinois Department of Insurance to issue and sign surety bonds in the State of Illinois and which surety company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poor's Corporation or similar rating agency ("Performance and Payment Bonds"). The amount of each such bond shall be in the amount of 110% of the Contract Sum guarantying Contractor's obligations under the Contract Documents. The Performance Bond shall be conditioned upon proper and faithful performance by the Contractor of the Project Work specified in strict accordance with the Contract Documents and completion of the Contract. The Payment Bond shall be conditioned upon payment of material used in the Project Work and for all labor performed in the Project Work, whether by subcontractor or otherwise, and payment of all debts incurred by the Contractor in the execution of the Project Work, including, but not limited to, payment of prevailing wages as required herein. The cost of said Performance and Payment Bonds is included in the price set forth in Contractor's Proposal.

**12. Prevailing Wages.** Contractor shall pay prevailing wages for the respective County in which the Project Work is being performed, as established by the Illinois Department of Labor for each craft or type of work in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) (the "Act"). The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of prevailing wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of prevailing rate of wages. Any increase in costs to the Contractor due to changes in the prevailing rate of wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Village. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the work and for ensuring strict compliance with the requirements of the Act, including but not limited to providing Certified Payrolls to the Village in accordance with the Act and as required herein. Copies of the July 2015 prevailing wage rates for Cook County, Illinois are attached hereto. Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL). Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for the County in which the work is being performed as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL's website:  
<http://www.state.il.us/agency/idol/rates/rates>.

**13. Default.** In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in paragraph 14 below.

**14. Limitation on the Owner's Liability.** The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Village, and agrees not to make any claim or demand for such damages against the Village.

**15. Hazardous Substances.** Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site, and/or any other property owned, leased, controlled or under the jurisdiction of the Village of Bartlett ("Village Property") by Contractor, and/or Contractor's Agent (defined above). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any of the Owner's Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the Village and its employees, agents, consultants, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Contract.

**16. Delays in Project Work.** Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time.

If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

## **17. Change Orders.**

- A. Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time; or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Engineer. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Village corporate authorities shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Village Administrator.
- B. All change orders will be calculated based solely on Contractor's Unit Pricing set forth in Contractor's Proposal and actual revised quantities, regardless of whether the change order is for an increase or decrease in Project Work. No additional compensation will be allowed for change orders for additional work other than based on Contractor's Unit Pricing times the increased actual units constructed calculated by the Engineer, in that said Unit Pricing already reflects Contractor's overhead and profits.

**18. Relationship of the Parties.** It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Village, and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

**19.** Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted results. The Village, Engineer, nor Consultant shall not have control over, charge of, nor be responsible for, the

construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby.

- 20. Assumption of Liability.** To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- 21. No Waiver of Immunities and/or Privileges by the Village of Bartlett.** Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village of Bartlett and/or any of its officials, officers, employees, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.
- 22. Architectural Barriers Act, American with Disabilities Act, and Illinois Accessibility Code.** Contractor shall comply with the Architectural Barrier act of 1968, as amended (42 U.S.C. § 4151, *et seq.*), the Americans with Disabilities Act of 1990 (ADA), as amended, including but not limited to changes made by the ADA Amendments Act of 2008 (P.L. 110-325), the Illinois Accessibility Code, as amended, and any and all applicable federal, state and local laws pertaining to accessibility with the most stringent requirements controlling.
- 23. Clean Air Act and Federal Water Pollution Control Act.** Contractor shall comply with the Clean Air Act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.
- 24. Removal and Disposal.** The Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.
- 25. Work by Trade Unions.** If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that

other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

**26. Illinois Human Rights Act.** The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5, et seq.) and Contractor represents and warrants to the Village as follows:

- A. That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or woman are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.
- B. That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and woman in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.
- C. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the contract obligations are undertaken or assumed, so that each provision will be binding upon such

Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

## **27. Guarantee.**

- A. Except as otherwise specified, the Contractor shall guarantee workmanship and materials for a period one (1) year for all items from date of final acceptance by the Village. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the Contract document shall relive the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice it shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting therefrom.
- B. If the Drawings, Plans, and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

## **28. Miscellaneous.**

- A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.
- B. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.
- C. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.
- D. In construing this Agreement, section headings shall be disregarded.
- E. Exhibits and Contract Documents. All Exhibits and Contract Documents referred to therein are expressly incorporated herein and made part hereof.
- F. Severability. If any clause, phrase, provision or portion of this Contract or the application thereof, to any person or circumstance, shall be invalid or unenforceable

under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Contract, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

G. Time is of the essence of this Agreement and every provision contained herein.

H. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

I. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

J. In the event of any conflict between the terms and conditions of any of the Contract Documents, and/or Addendum, the most stringent requirements shall control.

Dated: \_\_\_\_\_, 2016

Dated: \_\_\_\_\_, 2016

VILLAGE OF BARTLETT

TRI-COUNTY EXCAVATION AND  
CONSTRUCTION, INC.

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

By: \_\_\_\_\_  
Michael Romezzi  
President

Attest:

Attest:

\_\_\_\_\_  
Lorna Gilles  
Village Clerk

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary