

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**JULY 19, 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 – July 5, 2016

\*7. **BILL LIST:** July 19, 2016

8. **TREASURER'S REPORT:** May, 2016  
Sales Tax Report – March, 2016  
Motor Fuel Tax Report – April, 2016

9. **PRESIDENT'S REPORT:**
1. National Night Out Proclamation
  2. Pasta Mia Class O Liquor License Request
  3. Bannerman's Sports Grill Class O Liquor License Request
  4. Police Video Presentation

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. Brewster Creek Business Park, Lot 9C-1, Exeter
2. Class 6B Application for 802 W. Devon Avenue

B. **BUILDING COMMITTEE, CHAIRMAN HOPKINS**

1. None

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

1. None

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

- \*1. National Night Out McGruff Balloon Special Display Permit Request
- \*2. National Night Out Picnic in the Park Amplifier Permit Request
- \*3. Modi Amplifier Permit Request
- \*4. Jain Society Amplifier Permit Request
- \*5. Zamora Amplifier Permit Request
- \*6. Heritage Days Right of Way Permit Request

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

1. None

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

1. Spaulding Roadway Improvements

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 July 5, 2016 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. in the Council Chambers.

2. ROLL CALL

PRESENT: 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, Building Director Brian Goralski, Food & Beverage Manager Paul Petersen, Police Chief Kent Williams, Deputy Chief Joe Leonas, Deputy Chief Patrick Ullrich, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION

Pastor Tim Chinn from the Village Church of Bartlett 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 2 under the Planning & Zoning Committee (Ordinance 2016-52, An Ordinance Granting Site Plan Approval on Lot 9B1 in the Brewster Creek Business Park) to the Consent Agenda.

Trustee Deyne stated that he would like to add item 1 under Finance & Golf Committee (125<sup>th</sup> Anniversary Bartlett Park Donation) to the Consent Agenda.



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Trustee Hopkins moved to amend the Consent Agenda by adding item 2 under the Planning & Zoning Committee (Ordinance 2016-52, An Ordinance Granting Site Plan Approval on Lot 9B1 in the Brewster Creek Business Park) and the 125<sup>th</sup> Anniversary Bartlett Park Donation in addition to the items already shown on the Consent Agenda, and that motion was seconded by Trustee Camerer.

**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 – Covered and approved under the Consent Agenda.
7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT - None
9. PRESIDENT'S REPORT

President Wallace stated that there is an opening on the Police Pension Board and John Sias sent him an e-mail requesting to serve this community. He works for A. G. Edwards and is a qualified financial planner. He was happy to announce his appointment of John Sias to the Police Pension Board and appreciated his services. He stated that there is still an opening on the Police Pension Board so he welcomed suggestions.

Trustee Arends moved to confirm and consent to the appointment of John Sias to the Police Pension Board for a two year term as stated by the Village President and that motion was seconded by Trustee Deyne.



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ROLL CALL VOTE TO CONFIRM AND CONSENT TO THE APPOINTMENT OF JOHN SIAS TO THE POLICE PENSON BOARD

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

President Wallace stated that Bartlett Heritage Days requested a Class D Liquor License to sell alcohol at their Heritage Days Festival located at 211 W. Railroad Avenue on September 9-11, 2016. He stated that he intended to issue that license.

Trustee Camerer moved to approve the Class D Liquor License for the Bartlett Heritage Days Festival and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE CLASS D LICENSE FOR BARTLETT HERITAGE DAYS ON SEPTEMBER 9-11, 2016

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

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Hopkins referred to a monthly report he receives and inquired about jetting the Berteau restrictor. He asked him to elaborate on this.

Public Works Director Dan Dinges stated that the MWRD lift station that discharges to the MWRD treatment plant has a grinder and bar screen. The bar screen gets plugged so we have to go through and jet that because the restrictor gets plugged and causes water to go toward the Devon plant. They do it regularly to try to avoid it from getting plugged.

Trustee Hopkins asked if it was their responsibility or MWRD.

Mr. Dinges stated that it is their responsibility to clean the bar screen and the grinder but if they don't do it, we have an impact. We call them but sometimes they don't get here right away so we get in the habit of clearing our line and remind them to keep the screen clean.

Trustee Hopkins asked if it was time consuming?



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Mr. Dinges stated that it may take 2 hours.

Trustee Arends stated that if not for the Bartlett Police Department, the Fourth of July celebration in this Village would be much different. She congratulated Chief Williams and his entire staff. She stated that their fest is unencumbered with the problems of the day and is kept quiet, under control and the police are fabulous. They are relied on for transferring of money and they have never been anything but most helpful, most courteous and a delight to work with.

President Wallace asked for an update on the water condition in Elgin.

Mr. Dinges stated that they talked to Kyla Jacobsen from the City of Elgin Water Department and the report is that the water that is leaving their treatment plant no longer has any taste or odor. Now it is just a matter of clearing the system. They expect in the next day or two, this issue will go away.

President Wallace asked if it was a factor of it just running its course?

Mr. Dinges stated that they increased their treatment process to try to counter it. They added more well water versus Fox River water and all these adjustments have helped. Unfortunately, from time to time during these seasonal changes, the conditions such as not a lot of rain and hot weather causes the algae to bloom. It has been a few years since we have had this issue in the past.

President Wallace stated that since these types of things only affect a certain part of the Village, he would like to see something sent out from staff to inform residents when the phone call complaints become frequent.

#### 11. TOWN HALL

##### **Judy Mills, 701 Holly Drive**

Ms. Mills stated that this is her fourth time here for the same issue. She stated that she lives next to the pond on Holly and Devon and it is not being maintained for weeds. She quoted the Village ordinance and the height restrictions of the weeds as well as mowing. She would like the Village to address this issues as soon as possible.

Mr. Dinges stated that he will address the weed cutting immediately.

##### **Pat Bollman, 259 S. Park Place Drive**

Ms. Bollman stated that she has lived here for ten years and never experienced anything like this with the water situation. She has been in touch with Tom Ruzicka many times and he has been very kind with offering information. She has also talked with the EPA



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out of Elgin. She didn't understand why she was not notified about this meeting where the Board took a vote and decided without any meeting or feedback to switch over to 100% Fox River water. She talked to ten people on her block and they are all horrified. She referenced the situation in Flint, Michigan. She stated that she buys nothing but bottled water, uses baby wipes and has not had a shower in two weeks. She felt that the water affects the skin. She has had many calls with the EPA and they can't supply any information. She didn't understand how she missed out on the conversations regarding the water supplier. She talked to the Senior Center and they are very upset because they serve lunches and the water is an issue. She felt that there should be a meeting with the Senior Center as well as Clare Oaks. She asked if this was the blue-green algae.

Water Supervisor Tom Ruzicka stated that he believed it is the blue-green algae. He stated that what she is tasting and smelling is a by-product of the algae. The algae itself is easily removed through the normal treatment. It emits a by-product that is noticeable in such minute amounts that it passes through the treatment barriers. Elgin has dealt with this for a long time. This year is very extreme and widespread. They deal with this pretty regularly and usually does not get to us. They are cautiously optimistic that they are on it at the plant and it is through adding more activated carbon and blending more well water that it will be eliminated.

Ms. Bollman asked what is going to happen to the property values? This is something that has to be disclosed. People will not be buying our homes. The idea that maybe we could save some money using Lake Michigan water was appealing and she would like to see those figures.

President Wallace stated that they have had many conversations about this and have had dozens of public meetings about the water choices. He stated that she can read the minutes or and listen to the recordings of previous meetings from the website. He stated that the water decision is not final yet. He also indicated that they will be having more conversations about this. He informed her that this same situation does happen with Lake Michigan water as well.

Ms. Bollman stated that she had Lake Michigan water for 25 years and never had it once.

Trustee Carbonaro stated that in the last 25 years they have had 11 cases. He lived in Des Plaines for 27 years and it is in the front page of the newspaper – it is not unusual. It is just a very high levels this year because of the warm Spring we had.

Ms. Bollman stated that this is going to continue with the climate change.



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Trustee Carbonaro stated that it may be but will not affect her home sale.

President Wallace stated that he will see that she gets the information about the previous water discussions even though they don't have anything to do with this latest event. They are just about decisions and a lot of information about the options they were provided.

Ms. Bollman asked if he was familiar with the alga bacteria. The alga can develop from this and is extremely harmful to human organs. She had a conversation with Geneva and asked if they were testing for this bacteria. They responded that it is not required.

President Wallace stated that she brought up some great points and the Board will note her concerns.

Ms. Bollman asked who she can talk to in order to set up some educational meetings with the Senior Center.

Assistant Village Administrator Paula Schumacher stated that she could give her a call to set that up.

**James Persenaire, 488 Knoll Crest Drive**

Mr. Persenaire stated that this was his first Board meeting and he found it fascinating. He stated that both of his concerns were addressed in the first fifteen minutes so he wanted to express his thanks and stated that they are obviously in good hands with the Board.

**12. STANDING COMMITTEE REPORTS**

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

Trustee Reinke presented Ordinance 2016-51, 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.

Community Development Director Jim Plonczynski stated that the Bartlett Ridge subdivision area also encompasses the Special Service Area. This Special Service Area has been proposed to be established and has gone through the process. After the proposed ordinance and Public Hearing, they were in the 60 day period (expired July 3) and now the Board has the ability to vote on establishing the Special Service Area. It is



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\$976,044 for the bond amount and includes 49 total lots of which 45 are single family homes on 13.5 acres.

Trustee Hopkins asked if this was for the detention area for Bartlett Ridge subdivision? Mr. Plonczynski stated that it is for the storm water system, both the detention as well as the storm water system. It is a backup Special Service Area. The developer installs and maintains, creates a homeowners association, and part of the covenants of the homeowners association is to maintain the storm water detention system as part of their development obligations. In the event that the homeowners association fails to maintain the storm water system then the Village has backup responsibility to enact a tax levy on that subdivision to pay for the maintenance of that storm water system. They have been doing these for a long time and have never enacted one.

Attorney Mraz stated that truth be told from a practical standpoint, it is not worth the levy of it to pay for maintenance. If retention ponds fill up with debris over time, it can be quite an expense to correct. It is really for those types of big ticket items. It is not just retention basins and ponds, it is also for the storm sewers themselves. The Village does not expect the homeowners association or its contractors to be climbing in storm sewers to maintain them. Once the Village accepts the public improvements, the Village will maintain the sewers but it is really a source for the big expense like dredging up a pond, etc.

Trustee Hopkins asked how this detention pond compare to Heron's Landing?

Mr. Plonczynski stated that from a size standpoint, this one is a lot smaller. It is built under the current storm water system and they are using best management practices. He did not think there was any liner.

Mr. Dinges stated that the developer will have to follow the storm water ordinance and meet the requirements. Although the subdivisions are different sizes and therefore the ponds are different sizes, it will have to meet the storm water requirements.

Village Attorney Mraz stated that Herons Landing is very unique. It was a situation with a leaking detention pond. The developer went bankrupt and the Village drew on the performance bond that was issued by a surety company on the Developer's behalf. It is a much different situation. There actually turned out to be a connection between the Herons Landing pond with the underground mining in the area. When underground mines were pumped it actually had a negative impact on the pond. The developer tried several things to stop the leak but was unsuccessful. That pond is unique as compared to any other retention ponds.

Trustee Carbonaro referenced the DuPage County Storm Water Ordinance and questioned if this subdivision was in Cook County.



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Mr. Plonczynski stated that they use the DuPage County Storm Water Ordinance requirements Village wide. When there is a subdivision development in Cook County, they have to design the storm water system in accordance with the DuPage Storm Water Ordinance. It allows the Village to maintain partial waiver community status where the Village does their own engineering review and analysis.

Trustee Reinke moved to approve Ordinance 2016-51, 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, and that motion was seconded by Trustee Camerer.

**ROLL CALL VOTE TO APPROVE ORDINANCE 2016-51, ESTABLISHING A SPECIAL SERVICE AREA FOR BARTLETT RIDGE SUBDIVISION**

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

Trustee Reinke stated that Ordinance 2016-52, An Ordinance Granting Site Plan Approval on Lot 9B1 in the Brewster Creek Business Park was covered and approved under the Consent Agenda.

**B. BUILDING COMMITTEE, CHAIRMAN HOPKINS**

Trustee Hopkins stated that there was no report.

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

Trustee Deyne stated that the 125<sup>th</sup> Anniversary Bartlett Park Donation was covered and approved under the Consent Agenda

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

Trustee Arends stated that the National Night Out Tailgate Party Amplifier Permit; Zomaya Amplifier Permit; Parikh Amplifier Permit; Persenaire Amplifier Permit; Regency Oaks Amplifier Permit request were covered and approved under the Consent Agenda.

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

Trustee Carbonaro stated that Resolution 2016-56-R, U-46 School Resource Officer Agreement was covered and approved under the Consent Agenda.

Trustee Carbonaro stated that the next item is a reconsideration of the approval by the Board of the architectural services contract at the last meeting.



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Attorney Mraz stated that procedurally, the first issue is the motion to reconsider if someone wishes to do that.

Trustee Reinke moved to Reconsider 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 approved on June 21, 2016 and was seconded by Trustee Hopkins.

**ROLL CALL VOTE TO RECONSIDER RESOLUTION 2016-48-R, APPROVING OWNER ARCHITECT AGREEMENT WITH WILLIAMS ASSOCIATES ARCHITECTS**

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

Ms. Schumacher stated that the Board has before them an amended contract from Williams Architects. One of the concerns raised was the percentage charged for Basic Services which was based on a percentage of the total construction cost at 7.25%. In the amended contract that has been reduced to 7% and the minimum fee has also been removed.

Trustee Deyne asked when the amended contract was negotiated.

Ms. Schumacher stated that the amended contract was negotiated about two days after the Board meeting.

Trustee Deyne asked if they were confident that even though there was a reduction in the fees, the contract will be fulfilled to its maximum.

Ms. Schumacher stated "yes".

Trustee Reinke asked where is the incentive for the architect to save money? He understood that there is a floor and a ceiling but if we are bumping up against the ceiling, where is the incentive for them to look for cost cutting measures?

Ms. Schumacher stated that this is why we have all the stop gap measures that we do have. We have the construction manager that is doing some value engineering right at the very beginning. We have our owner's rep that is also looking for those cost saving measures to act as a buffer to that. She did not believe that we have an adversarial system set up but they do have one that watches for that and do expect this project to come in on budget. That is something that we have made very clear from the start.



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Attorney Mraz stated that he has done a number of architect's contracts over the years, some with Williams, many with others. There is always a percentage of basic services. Maybe that's a flaw in the system, but that is typical in every AIA (American Institute of Architects) contract and even non-AIA contracts such as the Illinois Development Board form of Owner-Architect Contracts. There is a percentage of basic services. You still have control of the budget so as the cost is down, the fee is down. Particularly, where the minimum has been removed. The memo in the Board's packet has a listing of the percentages that other towns have paid for their police stations as well as the Bartlett Fire Protection District. That is a little bit of apples and oranges but it is the same type of public safety building where it is a niche and a specialty that not every architectural firm can handle. The amended quote at 7% is below most other towns. He stated that Trustee Reinke raised a private project that had a significantly lesser fee, but in the area of police buildings, this is the range.

Trustee Reinke asked if this is something that could be done on an hourly basis?

Attorney Mraz stated "no". He has not seen any architect contracts other than very small ones on an hourly basis and certainly there are no police stations done on an hourly basis.

Trustee Hopkins asked if there was any way to send this out to bid?

Attorney Mraz stated that he did not believe bidding works on architectural contracts. That statute that he raised last time applies to all non-home rule municipalities and as a guide for home rule municipalities which sets out a process by which you first rate the architectural firms. You do not even get to talk about what the percentage of fees will be. They are rated first and then you can try to negotiate a contract with the highest ranked firm wherein you get to the fee percentage and other terms. If you can't reach agreement you go to the next highest ranked architect in this RFP/RFQ process. There is not a building you are bidding on to construct. It's their professional abilities based on what they have shown you on other projects. What happens is once you have ranked them and established a relationship with an architectural firm or an engineering firm, then you don't have to go through the process again. It is not really an option to shop for fees. If you are not a home rule municipality, it is not even allowed. As a home rule municipality, we can argue that the statute does not apply, but it doesn't really work to bid. There are a lot of special elements when designing a police station where you want the architect to have experience and expertise.

Trustee Hopkins asked if they looked at their past facilities and if they stayed on budget.

Ms. Schumacher stated "yes" and that they have a reputation for coming in under budget. They have toured their sites and talked to the departments that have worked with them. It was part of the early vetting process that they went through with the four companies that made the short list.



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Chief Williams stated that they were a “stand-out” when it came to credibility and building a quality project at or below bid. As compared to their peers, that is the reason they were chosen, because of their reputation in the industry and having happy cities with the budget process.

President Wallace stated that they should now move to consider the previously approved Resolution and Contract (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) which had the 7.25% and a minimum fee, approved on June 21, 2016.

Trustee Deyne 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 Carbonaro.

**ROLL CALL VOTE TO APPROVE RESOLUTION 2016-48-R, APPROVING OWNER ARCHITECT AGREEMENT WITH WILLIAMS ASSOCIATES ARCHITECTS**

**AYES:** None  
**NAYS:** Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke  
**ABSENT:** None  
**MOTION FAILED. RESOLUTION 2016-48-R IS REPEALED.**

Trustee Carbonaro moved to approve Resolution 2016-53-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.

Trustee Deyne thanked the staff for going back to the architect and working with them for this reduction of cost. They did an outstanding job and he was very impressed with this new contract.

**ROLL CALL VOTE TO APPROVE RESOLUTION 2016-53-R, APPROVING AMENDED AGREEMENT WITH WILLIAMS ARCHITECTS FOR NEW POLICE FACILITY**

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

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

Trustee Camerer presented Resolution 2016-54-R, A Resolution Approving of the Agreement to Abrogate Permanent Easements and Temporary Easements; Grant



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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.

Trustee Camerer stated that staff has 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 Spaulding Road to Lambert Road. 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.

Trustee Camerer moved to approve Resolution 2016-54-R, 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. and that motion was seconded by Trustee Deyne.

Trustee Hopkins asked how many residents will this help.

Ms. Schumacher stated over 2,000 and they expect completion by 2017.

**ROLL CALL VOTE TO APPROVE RESOLUTION 2016-54-R, APPROVING EASEMENTS, CONSTRUCT ACCESS DRIVE, PURCHASE AND SALE OF AGREEMENT WITH EAGLE Z AND GLOBAL RECYCLING**

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

Trustee Camerer presented Resolution 2016-55-R, A Resolution Awarding 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.

Public Works Engineer Bob Allen stated that this project has been going on for a number of years. The pond developed a leak that was not apparent right away. There was not a lot that could be done about it. The original developer went out of business and at the last minute, the Village was able to secure some funds to take care of this leaking pond. They felt that they would like to pursue something because people bought homes near the water and the level had dropped. After an attempt to line the pond with a plastic liner, there was one bidder and it was way over bid. Due to the de-watering issues that had



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come about when they discovered there was a link to the IDNR property and the mining in the area. They were stuck with a pool of money and had to come up with the next best alternative and used the original engineers to do that. They still had to pay them but got a lot of work done for free because they were the original designers of the pond (Mackie). The Village went out to bid on the redesigned plans and had five bidders, 10-12 picked up bid packets so they had good representation. They put a lot of alternates in there with regard to the plantings and such. The bid came in a little bit high but they were able to remove some of the items that were not aesthetic items. It will look nice for the residents and function perfectly.

Trustee Camerer asked what a Coir Log is?

Mr. Allen stated that it is a cylindrical matting made up of coconut shell or husk fibers and it serves to stabilize in the area between a bank and a water surface.

Trustee Camerer asked if it will be detrimental to not have this.

Mr. Allen stated that the plants may take a little longer. It is nice to have as a safeguard but not absolutely imperative.

Trustee Hopkins stated that when he looked at the bid tabulations, Tri-County really came in extremely high on the items that were excluded. He was curious if they look at any of that.

Mr. Allen stated that they make sure that the low bidder is still the low bidder when the alternates have been removed from the equation. The whole process was vetted and done according to the standards.

Trustee Hopkins asked when Mackie originally did the detention pond, was there any flaw in their engineering?

Mr. Allen stated that he didn't think so. They did what people normally do if they have a pond that doesn't seal up. There are a number of chemical treatments and they went through that. The IDNR property ground water levels and what is going on in the area is tough to deal with. Today, there is a push towards wetland ponds and that is basically what we will have there now.

Trustee Hopkins asked if Mackie observed the construction when it was first built?

Mr. Allen stated "yes", but they were working for the developer and only did observation to the extent they were paid by the developer. They were on board from day one. They were also involved when the leaking started.



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Attorney Mraz stated that Mackie does much of the engineering for Bluff City, the mining operation on its property, and everything complicated in that area of the Village. This was adjacent to that. There was nothing wrong with the original design. It was a fluke that you had a leaking pond and they tried a number of fixes in which the Village was not satisfied. They were very helpful in our success and drawing on the Performance bond. They stood up and called out the developer, who was their client, for being wrong. That was pretty instrumental in the Village getting the original \$323,000. Since they were familiar with it, we had them design it. The problem might have been in that original number, where the solution when the chemicals didn't work, was the liner. It was not the design that was the flaw. The fact was that we didn't have bid numbers and the engineers estimate was on the low side. They had to de-water the pond to put in the liner and that cost was a big unknown so it scared off a lot of bidders and it also resulted in a very high bid that was way over budget. The flaw was predicting the de-watering cost. They then came up with a solution where they are using some of these wetlands. They have been helpful in getting it to this point and they are familiar with the project so we kept them on board.

Trustee Camerer moved to approve 2016-55-R, A Resolution Awarding 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 and that motion was seconded by Trustee Deyne.

**ROLL CALL VOTE TO APPROVE RESOLUTION 2016-55-R, AWARDING BID FOR NORTH DETENTION POND IMPROVEMENTS AND APPROVE AGREEMENT WITH TRI-COUNTY EXCAVATION AND CONSTRUCTION**

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

NAYS: None

ABSENT: None

**MOTION CARRIED**

**13. NEW BUSINESS**

Trustee Arends commended the Public Works department for their cooperation in the Bartlett Fourth of July celebration. With them there would be no celebration. Those are the guys that barricaded streets, supplied radios, and cooperated in many ways. As a Committee member she appreciated all their help.

President Wallace stated that he had a few comments about the traffic after the fireworks. One of the suggestions for the Committee was to figure some way to shuttle people from say the Dominick's parking lot so it does not get so crowded.



**VILLAGE OF BARTLETT**  
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Trustee Arends stated that the Committee has considered that and it was just too costly.

Trustee Deyne stated that they estimated 35,000 people were there for the fireworks.

Trustee Reinke asked what he is going to do with the Devon basin.

Mr. Dinges stated that the pond has natural plantings. The issue she has is along her fence line. They need to keep that area mowed and apparently our guys have not done that. He will make sure that it gets done tomorrow.

Trustee Reinke stated that this is her fourth time here and he wanted to make sure that we did something about this.

Trustee Carbonaro stated that at the last meeting he brought up a question regarding the senior rebates. He understood that there was an ordinance that needed to be changed. He wondered if it was on a future agenda?

Finance Director Jeff Martynowicz stated that it will be on an agenda very soon.

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

15. ADJOURNMENT

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

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

**ROLL CALL VOTE TO ADJOURN**

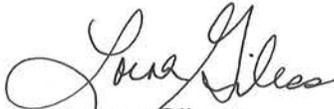
**AYES:** Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

The meeting was adjourned at 8:05 p.m.

  
Lorna Gilles  
Village Clerk



## VILLAGE OF BARTLETT COMMITTEE MINUTES

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President Wallace called the Committee of the Whole meeting to order at 8:06 p.m.

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

ABSENT: None

ALSO PRESENT: 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, Building Director Brian Goralski, Food & Beverage Manager Paul Petersen, Police Chief Kent Williams, Deputy Chief Joe Leonas, Deputy Chief Patrick Ullrich, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

### FINANCE & GOLF COMMITTEE

#### Brewster Creek Business Park TIF District Refinancing

Trustee Deyne presented the Brewster Creek Business Park TIF District Refinancing and asked staff to give the details.

Community Development Director Jim Plonczynski stated that the Brewster Creek Business Park started in 1999 when they adopted the TIF District. It was a 670 acre business park and the original cost estimates in those TIF redevelopment plans were \$30 million dollars. The bulk of it was site preparation which is the earth work that goes into taking that quarry and making it an industrial park as well as the roads, public improvements, storm water detention, etc. Tax revenue bonds and developer notes were issued for the project to pay back the interest and principal over the past sixteen years when the original TIF is a 23 year timeframe which ends on June 1, 2022. There are currently 36 buildings and 76 businesses and a couple more in the pipeline. There are about 145 acres of land left to develop both in Cook and in DuPage County. The bulk of the Cook County portion remains undeveloped. Elmhurst Stone is requesting to increase the TIF budget as allowed by the statute, issue additional bonds at a lower rate than they currently have and issuing new developer tax increment revenue notes with a new interest rate. They have a TIF consultant that will do a new project cost estimate.

Attorney Mraz stated that there is the ability to amend the TIF budget within certain parameters without having Public Hearings. There is a built in inflation factor plus 5% and what they are proposing is within that guideline. They first need to amend the TIF budget that was in the original plan. If we don't approve of what they are asking then what you see is what that development will look like. This is to enable them to continue without extending the TIF to make further improvements. There are pieces in DuPage



## VILLAGE OF BARTLETT COMMITTEE MINUTES

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(because of the tax rate, most of DuPage has been built up) and not much happening in Cook. There is the big retention pond that ultimately will go to the Park District and be walking paths. The second 72 acres behind the fire station has the ability to at least get it graded so it can potentially be developed in the future. He stated that Peter Raphael from William Blair has a Powerpoint presentation for some of the technical things. They will be issuing additional bonds and a new developer tax increment revenue note. With that savings it will allow them to put the increment back in. They will be funding the money by taking out loans from their bank. The savings generated by the difference in interest rates between the two instruments will allow money to be put back into TIF eligible expenses where they continue to make improvements. They are looking to give notice to the taxing districts. There is no extension of time to this TIF so they should not have objection. If that money is poured back in then the increment will actually be bigger and the assessed value will be higher as well as the tax revenues to the taxing bodies. He felt that it is a win-win situation.

Peter Raphael from William Blair stated that he has been working with the Village and Elmhurst Chicago Stone on this transaction since 1999. Given where interest rates are today, it is a great opportunity to reduce the interest rate on some of the obligations as well as generate a few more dollars to keep this development moving forward. He stated that they are not extending the TIF and secondly, these transactions are non-recourse to the Village. It does not count against the general obligation bonding capabilities. It is essentially a revenue bond secured solely by the incremental taxes to be generated out of this district. That is the way it's always been and that's the way they will continue with this proposed expansion or financing. He presented the Board with a map showing the developed and non-developed areas of the business park and indicated where they wanted them to grow through 2022.

The existing developer note that is out there is at 9% and was done when interest rates were very high. They need to reduce that and therefore the savings will go back into the project. The current balance on that note is slightly under \$6 million. They anticipate saving over \$500,000 on this \$6 million dollar refinancing. They also want to provide a few extra dollars up front and can do that through the issuance of additional bonds providing they have 150 coverage. This developer note is subordinate to the bonds. First the bonds get paid and on then they can pay off the developer note. The developer note would be issued to Elmhurst Chicago Stone and they have to go to their bank to borrow the money and put it into the project with the hopes that the project is successful enough that there will be enough increment to pay it back. The risk is all on the developer in this case. If this is approved they will have the bond documents approved at the August meeting.

Trustee Reinke asked what the refinancing will cost the residents of Bartlett.

Mr. Raphael stated "nothing". All costs are paid by the TIF.



## VILLAGE OF BARTLETT COMMITTEE MINUTES

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Trustee Reinke stated that all the risk is on the developer and there is no recourse against the Village and are not on the hook to pay if something goes wrong.

Attorney Mraz stated that it is all paid by Elmhurst Chicago Stone and a draft of those ordinances is at their dime. We hired Mike Laube, a TIF Consultant, to look at the 150 coverage. They have begun the process and all that is an expense that the developer pays.

Trustee Camerer asked if this is something they plan to continue if the banks do not give them 6%.

Mr. Raphael stated that they have to go to their bank and negotiate that. The Village will not be a part of that lending and negotiation. The Village will simply issue the note to them and they go before the bank and ask for money against the note.

Trustee Hopkins asked if 145 acres in Cook County and 94 acres in DuPage County will be developed?

Attorney Mraz stated "no". That is the goal – you take out that whole seventy some acres with the detention pond. They are trying to develop what is left in DuPage and the piece that is a little further west behind the Fire Station. The other seventy plus acres may have a portion that they can develop. In the northeast corner by the detention, will not be developed. It will be donated to the Park District and include some paths, etc. They had to spend a lot of money to plant dead trees for the wetlands and this is a sore subject for them.

Mr. Plonczynski stated that until the detention pond is turned over to the Park District, there is upwards of \$50,000-\$100,000 in annual maintenance and planting. This is still a big expense in the TIF District. Until it is turned over, it will remain the expense of the developer.

Trustee Hopkins asked if they will come back to the Board in 2022 and ask for an extension of the TIF?

Attorney Mraz stated that they could say "no" but they won't. They could have asked for that but we dissuaded them from asking to extend it. We talked about doing what was allowed in the statute and amending the budget. They already were told "no" and the Board would have the option to say "no". An extension is the thing that the taxing bodies sometimes have objection to since they will not be getting their money when they thought they would. This will increase the assessed value. The Board would have total discretion to say "no" if they dared to ask.



## VILLAGE OF BARTLETT COMMITTEE MINUTES

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Trustee Camerer asked if TIF money can be used to make improvements on roadways that already exist. He felt that Spitzer Road has a big problem with trash all over the place. As chairing the Bicycle Committee he took a tour through that area and it is in pretty bad shape. If TIF money can be used to clean it up, he would love to see it happen.

Attorney Mraz stated that it could be used for that.

Mr. Plonczynski stated that there are two property owners, Elmhurst Stone and the property owner to the west. They both mutually agreed to chain off the road so it is essentially closed. Elmhurst Stone and the other property owner are doing clean up.

Attorney Mraz stated that there is a lot of fly dumping because the Fire District wanted it open. Now that it is closed off this will allow the clean up.

President Wallace ask if there was any reason why this can't be on the next Board meeting?

Attorney Mraz stated "yes".

Mr. Plonczynski stated that they have a schedule. They have to notice the taxing districts and that is on a time frame. That is why it will be on the August 16<sup>th</sup> agenda.

President Wallace stated that the rate environment is perfect for what he is trying to accomplish.

Mr. Plonczynski stated that he didn't think they could do it any sooner.

Mr. Raphael stated that it would be a little presumptuous to pass the ordinance before notifying the taxing bodies.

Trustee Deyne asked if there was any objection to sending of notices to the taxing districts.

There were none.

President Wallace asked them not to put the word "Extension" on any part of the notice.



## VILLAGE OF BARTLETT COMMITTEE MINUTES

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

### ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting adjourned at 8:27 p.m.

Lorna Giles  
Village Clerk

LG/

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 7/19/2016**

**100-GENERAL FUND REVENUES**

**410110-REAL ESTATE TRANSFER TAX**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHN KEDZIE	TRANSFER TAX REFUND	534.00
<b>INVOICES TOTAL:</b>		<b>534.00</b>

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DEARBORN NATIONAL	MONTHLY INSURANCE - JULY 2016	2,774.87
** 1 FIDELITY SECURITY LIFE	MONTHLY INSURANCE - JULY 2016	758.85
<b>INVOICES TOTAL:</b>		<b>3,533.72</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/NAME BADGES	53.01
1 WAREHOUSE DIRECT	ADDRESS LABELS	48.90
<b>INVOICES TOTAL:</b>		<b>101.91</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MEETING REGISTRATION	269.75
1 IL ASSOC OF CODE ENFORCEMENT	TRAINING SESSION REGISTRATION	35.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	35.00
<b>INVOICES TOTAL:</b>		<b>339.75</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT AREA CHAMBER OF COMMER	CHAMBER BREAKFAST FEES	175.00
** 1 CARDMEMBER SERVICE	RAIN BARREL/LUNCH MEETING	86.25
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	41.08
1 PROSHRED NORTH	PAPER SHREDDING SERVICES	450.00
<b>INVOICES TOTAL:</b>		<b>752.33</b>

**543910-HISTORY MUSEUM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MUSEUM SUPPLIES	200.86
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	5.69
<b>INVOICES TOTAL:</b>		<b>206.55</b>

**546900-CONTINGENCIES**

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

**VILLAGE OF BARTLETT  
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1 BARTLETT SPORTS	DEPARTMENT SHIRTS	389.00
** 1 CARDMEMBER SERVICE	WRISTBANDS/WHISTLES	2,370.73
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	59.97
<b>INVOICES TOTAL:</b>		<b>2,819.70</b>

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	825.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	375.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
<b>INVOICES TOTAL:</b>		<b>3,050.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MACKIE CONSULTANTS LLC	SPAULDING ROAD/LAMBERT LANE	1,703.59
<b>INVOICES TOTAL:</b>		<b>1,703.59</b>

**1210-LIABILITY INSURANCE**

**544200-LIABILITY INS DEDUCTIBLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK	JUNE DEDUCTIBLE	2,381.29
<b>INVOICES TOTAL:</b>		<b>2,381.29</b>

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MAILFINANCE	LEASE PAYMENT	426.45
1 SIMPLEXGRINNELL	SERVICE AGREEMENT	287.82
<b>INVOICES TOTAL:</b>		<b>714.27</b>

**523110-LEGAL PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	LEGAL PUBLICATION	94.50
1 EXAMINER PUBLICATIONS INC	LEGAL PUBLICATION	85.50
<b>INVOICES TOTAL:</b>		<b>180.00</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	A/P CHECK FORMS	161.40
<b>INVOICES TOTAL:</b>		<b>161.40</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 7/19/2016**

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	14.26
	<b>INVOICES TOTAL:</b>	<b>14.26</b>

**542100-REBATES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HYMAN AN	UTILITY TAX REBATE	30.00
1 DOMINIC FURIO	UTILITY TAX REBATE	30.00
1 PETER MOUHELIS	UTILITY TAX REBATE	30.00
1 JOHN R SHERMAN	UTILITY TAX REBATE	30.00
1 GLENN TURNER	UTILITY TAX REBATE	30.00
	<b>INVOICES TOTAL:</b>	<b>150.00</b>

**1500-COMMUNITY DEVELOPMENT**

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MEETING REFRESHMENTS	85.40
	<b>INVOICES TOTAL:</b>	<b>85.40</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	57.40
	<b>INVOICES TOTAL:</b>	<b>57.40</b>

**1600-BUILDING**

**526005-PLAN REVIEW SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	410.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	2,153.80
	<b>INVOICES TOTAL:</b>	<b>2,563.80</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	60.00
	<b>INVOICES TOTAL:</b>	<b>60.00</b>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COUNTRYSIDE FUNERAL HOME	TRANSPORTATION SERVICES	400.00
1 STERICYCLE INC	SERVICE AGREEMENT	160.23
1 VERIZON WIRELESS	WIRELESS SERVICES	684.24

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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INVOICES TOTAL: 1,244.47

**525400-COMMUNICATIONS - DUCOMM**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DU-COMM	DUES	148,302.75
		<u>INVOICES TOTAL: 148,302.75</u>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	28.99
** 1 CARDMEMBER SERVICE	LICENSE PLATE RENEWAL FEES	310.11
1 MR CAR WASH	JUNE 2016 CAR WASHES	74.75
1 SUBURBAN TIRE	VEHICLE MAINTENANCE	18.56
		<u>INVOICES TOTAL: 432.41</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	337.23
1 SUPERCIRCUITS INC	LICENSE PLATE CAMERA	1,299.98
1 SUPERCIRCUITS INC	LICENSE PLATE CAMERA	1,299.98
1 ULINE	EVIDENCE SUPPLIES	447.72
1 WAREHOUSE DIRECT	INK CARTRIDGES	103.15
** 1 KENT WILLIAMS - PETTY CASH	PETTY CASH REIMBURSEMENT	115.06
		<u>INVOICES TOTAL: 3,603.12</u>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	UNIFORM/ACCESSORIES	199.50
1 STREICHER'S INC	BODY ARMOR	66.49
		<u>INVOICES TOTAL: 265.99</u>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	EBAY PAYPAL FEES	50.00
1 THOMSON REUTERS-WEST	LAW PUBLICATIONS	1,376.00
		<u>INVOICES TOTAL: 1,426.00</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INKJET CARTRIDGES/FOLDERS	381.67
		<u>INVOICES TOTAL: 381.67</u>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE UPS STORE	SHIPPING CHARGES	17.16

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 7/19/2016**

INVOICES TOTAL: **17.16**

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 L-3 COMMUNICATIONS	DVR REPAIRS	153.00
		<u>INVOICES TOTAL:</u> <b>153.00</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ANIMAL CONTROL TRAINING SERVICES	TRAINING REGISTRATION FEES	250.00
1 MICHAEL MCGUIGAN	CONFERENCE EXPENSES	197.60
1 MICHAEL MCGUIGAN	TUITION REIMBURSEMENT	1,677.24
1 WILLIAM NAYDENOFF	TUITION REIMBURSEMENT	1,677.24
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	300.00
1 RYAN SIECKMAN	TRAINING EXPENSES	76.50
** 1 KENT WILLIAMS - PETTY CASH	PETTY CASH REIMBURSEMENT	79.86
		<u>INVOICES TOTAL:</u> <b>4,258.44</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CIT INTERNATIONAL INC	MEMBERSHIP DUES	650.00
1 ILLINOIS LAW ENFORCEMENT ALARM	ANNUAL MEMBERSHIP DUES	240.00
1 SECRETARY OF STATE	NOTARY RENEWAL/P CARRICK	10.00
		<u>INVOICES TOTAL:</u> <b>900.00</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RUBEN DE JESUS	BALLOON TWISTING/TAILGATE EVENT	250.00
1 RUBEN DE JESUS	BALLOON TWISTING/NAT'L NIGHT OUT	375.00
1 ENTERTAINMENT SERVICES GROUP &	DJ SERVICES/NAT'L NIGHT OUT	250.00
1 THE FUN ONES	GAME RENTAL/NAT'L NIGHT OUT	246.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	23.09
1 JESSE WHITE TUMBLING TEAM	PERFORMANCE FEE/NNO	850.00
1 LANDINI ENTERTAINMENT	BAL DUE/TRACKLESS TRAIN RIDE	475.00
1 LEGOLAND DISCOVERY CENTER	NNO CHILDREN'S ACTIVITES	275.00
1 MORETTI'S	PIZZA DELIVERY FEE	20.00
1 PRINCESS PARTY CHICAGO INC	PRINCESS APPEARANCE/NNO	250.00
** 1 SKYDOGZ	DEPOSIT/NNO PERFORMANCE	150.00
1 SKYDOGZ	BALANCE DUE/NNO PERFORMANCE	350.00
1 PATTI ANN UMMEL	FACE PAINTING/TAILGATE EVENT	250.00
1 PATTI ANN UMMEL	FACE PAINTING/NAT'L NIGHT OUT	600.00
** 1 BILL WHITE	NAT'L NIGHT OUT BANNERS	200.00
** 1 KENT WILLIAMS - PETTY CASH	PETTY CASH REIMBURSEMENT	26.28
		<u>INVOICES TOTAL:</u> <b>4,590.37</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 7/19/2016**

**544001-PRISONER DETENTION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VILLAGE SUDS STATION INC	DETENTION BLANKET CLEANING	38.75
	<b>INVOICES TOTAL:</b>	<b>38.75</b>

**545100-EMERGENCY MANAGEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	39.97
	<b>INVOICES TOTAL:</b>	<b>39.97</b>

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEPHEN A LASER ASSOCIATES	POLICE OFFICER ASSESSMENT	550.00
	<b>INVOICES TOTAL:</b>	<b>550.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 KENT WILLIAMS - PETTY CASH	PETTY CASH REIMBURSEMENT	25.00
	<b>INVOICES TOTAL:</b>	<b>25.00</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERNET VIDEO & IMAGING INC	VIDEO EQUIPMENT	500.00
	<b>INVOICES TOTAL:</b>	<b>500.00</b>

**1800-STREET MAINTENANCE**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	96.12
1 UNIFIRST CORP	UNIFORM RENTAL	96.12
1 UNIFIRST CORP	UNIFORM RENTAL	95.92
	<b>INVOICES TOTAL:</b>	<b>288.16</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	2.11
1 EVENT COMMUNICATIONS	PORTABLE RADIO RENTAL	540.00
1 VERIZON WIRELESS	WIRELESS SERVICES	266.27
1 VERIZON WIRELESS	WIRELESS SERVICES	22.00
	<b>INVOICES TOTAL:</b>	<b>830.38</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	BID NOTICE	73.50

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 73.50

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	20.73
1 CONSTELLATION ENERGY	ELECTRIC BILL	1,159.55
<u>INVOICES TOTAL:</u>		<u>1,180.28</u>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	EQUIPMENT REPAIRS	73.33
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	180.00
<u>INVOICES TOTAL:</u>		<u>253.33</u>

**527110-SVCS TO MAINTAIN TRAFFIC SIGS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL/STREET LIGHT MAINT	1,001.00
<u>INVOICES TOTAL:</u>		<u>1,001.00</u>

**527112-SERVICE TO MAINTAIN STR LIGHTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMUND & NELSON CO	STREET LIGHT POLE REPAIRS	225.00
<u>INVOICES TOTAL:</u>		<u>225.00</u>

**527113-SERVICES TO MAINT. GROUNDS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	1,141.43
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	560.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	390.00
1 CORNERSTONE LAND & LAWN INC	LANDSCAPING SERVICES	1,000.00
1 SEBERT LANDSCAPING CO	JULY 2016 LAWN MAINTENANCE	1,057.14
1 SEBERT LANDSCAPING CO	JULY 2016 LAWN MAINTENANCE	2,785.71
1 SEBERT LANDSCAPING CO	JULY 2016 LAWN MAINTENANCE	1,217.43
1 SEBERT LANDSCAPING CO	JULY 2016 LAWN MAINTENANCE	1,571.43
1 SEBERT LANDSCAPING CO	JULY 2016 LAWN MAINTENANCE	905.71
<u>INVOICES TOTAL:</u>		<u>10,628.85</u>

**527130-SIDEWALK & CURB REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KEVIN GUSTAFSON	PUBLIC SIDEWALK REPLACEMENT	328.20
<u>INVOICES TOTAL:</u>		<u>328.20</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	KEYS	9.00
** 1 CARDMEMBER SERVICE	PROXIMITY BADGES	13.46
1 CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	52.53

\*\* Indicates pre-issue check.

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1 GRIMCO INC	MATERIALS & SUPPLIES	130.62
1 GRIMCO INC	MATERIALS & SUPPLIES	6.88
1 GRIMCO INC	MATERIALS & SUPPLIES	127.35
1 ARUL RAJ	REIMBURSEMENT/DAMAGED MAILBOX	199.28
1 GREGORY ROPETER	REIMBURSEMENT/DAMAGED MAILBOX	442.00
	<b>INVOICES TOTAL:</b>	<b>981.12</b>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	SAFETY VESTS/GLOVES	150.00
	<b>INVOICES TOTAL:</b>	<b>150.00</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGES/COFFEE CREAMER	27.07
	<b>INVOICES TOTAL:</b>	<b>27.07</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	97.93
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	67.80
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	25.81
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	1,227.17
1 DEKANE EQUIPMENT CORPORATION	SNOW BLOWER REPAIRS	2,206.97
1 RANDALL PRESSURE SYSTEMS INC	EQUIPMENT MAINTENANCE SUPPLIES	61.74
1 WEST SIDE TRACTOR SALES CO	REPLACEMENT PART/BACK HOE	2,902.55
	<b>INVOICES TOTAL:</b>	<b>6,589.97</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE TOPSOIL INC	GRAVEL PURCHASE	650.00
	<b>INVOICES TOTAL:</b>	<b>650.00</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ICE MAKER	149.99
1 HD SUPPLY WATERWORKS LTD	MAINTENANCE SUPPLIES	169.68
1 HD SUPPLY WATERWORKS LTD	MAINTENANCE SUPPLIES	48.91
1 STEINER ELECTRIC CO	LIGHTING SUPPLIES	178.95
1 STEINER ELECTRIC CO	MAINTENANCE SUPPLIES	11.73
	<b>INVOICES TOTAL:</b>	<b>559.26</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PUBLIC WORKS ASSOC	BALANCE DUE/TRAINING SESSION	100.00
	<b>INVOICES TOTAL:</b>	<b>100.00</b>

\*\* Indicates pre-issue check.

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**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS EPA	ANNUAL NPDES PERMIT FEES	1,000.00
	<b>INVOICES TOTAL:</b>	<b>1,000.00</b>

**2200-MFT EXPENDITURES**

**583005-MFT MAINTENANCE PROGRAM**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BEHM PAVEMENT MAINTENANCE INC	CRACK SEALING PROJECT	74,973.60
1 BROTHERS ASPHALT PAVING INC	MFT VARIOUS STREETS PROJECT	252,017.33
	<b>INVOICES TOTAL:</b>	<b>326,990.93</b>

**4300-DEVELOPER DEPOSITS EXPENDITURE**

**585044-STREET GARAGE BLDG ADDITION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SCHRAMM CONSTRUCTION CORPORATIC	PUBLIC WORKS EXPANSION PROJECT	137,967.74
	<b>INVOICES TOTAL:</b>	<b>137,967.74</b>

**430000-DEVELOPER DEPOSITS FUND**

**260147-MPD - BRAVO CONSTRUCTION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RICHARD M WAHL	MPD BOND REFUND	2,500.00
	<b>INVOICES TOTAL:</b>	<b>2,500.00</b>

**270398-BARTLETT POINTE WEST**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	BARTLETT POINTE WEST	822.00
	<b>INVOICES TOTAL:</b>	<b>822.00</b>

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

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	TRANSPORTATION SERVICES	300.00
	<b>INVOICES TOTAL:</b>	<b>300.00</b>

**5000-WATER OPERATING EXPENSES**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	36.51
1 UNIFIRST CORP	UNIFORM RENTAL	36.51
1 UNIFIRST CORP	UNIFORM RENTAL	36.51

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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INVOICES TOTAL: 109.53

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-4	10,539.75
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-7	2,293.33
	<u>INVOICES TOTAL:</u>	<u>12,833.08</u>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	266.27
	<u>INVOICES TOTAL:</u>	<u>266.27</u>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	639.50
	<u>INVOICES TOTAL:</u>	<u>639.50</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	398.28
1 CONSTELLATION ENERGY	ELECTRIC BILL	667.40
1 CONSTELLATION ENERGY	ELECTRIC BILL	163.20
1 CONSTELLATION ENERGY	ELECTRIC BILL	1,483.63
1 NICOR GAS	GAS BILL	30.86
	<u>INVOICES TOTAL:</u>	<u>2,743.37</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	PROXIMITY BADGES	13.46
1 CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	52.54
1 HD SUPPLY WATERWORKS LTD	MATERIALS & SUPPLIES	873.43
	<u>INVOICES TOTAL:</u>	<u>939.43</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGES/COFFEE CREAMER	27.07
	<u>INVOICES TOTAL:</u>	<u>27.07</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE FLOLO CORP	PUMP REPAIRS	7,359.75
	<u>INVOICES TOTAL:</u>	<u>7,359.75</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HD SUPPLY WATERWORKS LTD	MAINTENANCE SUPPLIES	169.69

\*\* Indicates pre-issue check.

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1 HD SUPPLY WATERWORKS LTD	MAINTENANCE SUPPLIES	48.92
<b>INVOICES TOTAL:</b>		<b>218.61</b>

**5090-WATER CAPITAL PROJECTS EXP**

**581029-WATERMAIN REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GERARDI SEWER & WATER	WATER MAIN REPLACEMENT PROJECT	216,201.00
<b>INVOICES TOTAL:</b>		<b>216,201.00</b>

**5100-SEWER OPERATING EXPENSES**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	67.02
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
1 UNIFIRST CORP	UNIFORM RENTAL	92.61
<b>INVOICES TOTAL:</b>		<b>225.85</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	266.28
<b>INVOICES TOTAL:</b>		<b>266.28</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	54.24
1 CONSTELLATION ENERGY	ELECTRIC BILL	103.31
1 CONSTELLATION ENERGY	ELECTRIC BILL	73.74
1 CONSTELLATION ENERGY	ELECTRIC BILL	123.99
1 CONSTELLATION ENERGY	ELECTRIC BILL	99.31
1 CONSTELLATION ENERGY	ELECTRIC BILL	110.21
1 CONSTELLATION ENERGY	ELECTRIC BILL	123.57
1 CONSTELLATION ENERGY	ELECTRIC BILL	113.37
1 CONSTELLATION ENERGY	ELECTRIC BILL	147.60
1 CONSTELLATION ENERGY	ELECTRIC BILL	261.40
1 CONSTELLATION ENERGY	ELECTRIC BILL	197.80
1 CONSTELLATION ENERGY	ELECTRIC BILL	303.88
1 CONSTELLATION ENERGY	ELECTRIC BILL	157.71
1 CONSTELLATION ENERGY	ELECTRIC BILL	366.35
1 CONSTELLATION ENERGY	ELECTRIC BILL	29,854.11
1 CONSTELLATION ENERGY	ELECTRIC BILL	86.68
1 CONSTELLATION ENERGY	ELECTRIC BILL	269.32
1 NICOR GAS	GAS BILL	29.00
1 NICOR GAS	GAS BILL	24.84
1 NICOR GAS	GAS BILL	24.19
1 NICOR GAS	GAS BILL	83.16
1 NICOR GAS	GAS BILL	25.23
1 NICOR GAS	GAS BILL	82.75

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 32,715.76

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	336.62
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	48.42
<u>INVOICES TOTAL:</u>		<u>385.04</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	PADLOCKS	47.24
** 1 CARDMEMBER SERVICE	PROXIMITY BADGES	13.46
1 CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	52.54
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	74.08
1 PETROLIANCE LLC	MATERIALS & SUPPLIES	1,320.80
<u>INVOICES TOTAL:</u>		<u>1,508.12</u>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	2,690.70
1 HAWKINS INC	CHEMICAL SUPPLIES	3,254.47
<u>INVOICES TOTAL:</u>		<u>5,945.17</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGES/COFFEE CREAMER	27.08
<u>INVOICES TOTAL:</u>		<u>27.08</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBOTT RUBBER CO INC	VACTOR HOSE	139.05
1 CENTRISYS CORPORATION	EQUIPMENT MAINTENANCE SUPPLIES	325.17
1 COLUMBIA PIPE & SUPPLY CO	EQUIPMENT MAINTENANCE SUPPLIES	81.23
1 GRAINGER	BACKFLOW PREVENTER	310.25
1 HD SUPPLY WATERWORKS LTD	MAINTENANCE SUPPLIES	127.04
1 STANDARD EQUIPMENT CO	STREET SWEEPER PARTS	713.14
1 VORTEX TECHNOLOGIES INC	CHART RECORDER	2,740.25
1 WELCH BROS INC	EQUIPMENT MAINTENANCE SUPPLIES	418.42
1 XYLEM WATER SOLUTIONS USA INC	EQUIPMENT MAINTENANCE SUPPLIES	2,328.00
<u>INVOICES TOTAL:</u>		<u>7,182.55</u>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	120.00
<u>INVOICES TOTAL:</u>		<u>120.00</u>

\*\* Indicates pre-issue check.

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**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	DOOR LOCK MATERIALS	150.00
1 HD SUPPLY WATERWORKS LTD	MAINTENANCE SUPPLIES	169.69
1 HD SUPPLY WATERWORKS LTD	MAINTENANCE SUPPLIES	48.92
<b>INVOICES TOTAL:</b>		<b>368.61</b>

**546200-PERMIT FEES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS EPA	ANNUAL NPDES PERMIT FEES	18,000.00
<b>INVOICES TOTAL:</b>		<b>18,000.00</b>

**547047-IEPA LOAN INTEREST**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 IL ENVIRONMENTAL PROTECTION AGEN	IEPA LOAN PYMT/PROJECT L17-4695	23,099.21
<b>INVOICES TOTAL:</b>		<b>23,099.21</b>

**547048-IEPA LOAN PRINCIPAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 IL ENVIRONMENTAL PROTECTION AGEN	IEPA LOAN PYMT/PROJECT L17-4695	45,475.81
<b>INVOICES TOTAL:</b>		<b>45,475.81</b>

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	MATS	12.00
1 UNIFIRST CORP	MATS	12.00
<b>INVOICES TOTAL:</b>		<b>24.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	32.23
1 NICOR GAS	GAS BILL	24.94
<b>INVOICES TOTAL:</b>		<b>57.17</b>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	DSL LINE FOR METRA PAY BOXES	29.95
<b>INVOICES TOTAL:</b>		<b>29.95</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOMATED PARKING TECHNOLOGIES I	PARKING RECEIPT PAPER	360.78
<b>INVOICES TOTAL:</b>		<b>360.78</b>

\*\* Indicates pre-issue check.

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**570200-BLDG & GROUNDS IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	2,090.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	1,366.00
<b>INVOICES TOTAL:</b>		<b>3,456.00</b>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	86.26
1 TYCO INTEGRATED SECURITY LLC	EQUIPMENT MAINTENANCE	372.75
<b>INVOICES TOTAL:</b>		<b>459.01</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	36.82
1 NICOR GAS	GAS BILL	249.67
<b>INVOICES TOTAL:</b>		<b>286.49</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS	226.37
<b>INVOICES TOTAL:</b>		<b>226.37</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	729.70
<b>INVOICES TOTAL:</b>		<b>729.70</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LOGSDON OFFICE SUPPLY	PAPER ROLLS/CHAIRMAT	60.00
<b>INVOICES TOTAL:</b>		<b>60.00</b>

**534330-PURCHASES - BAGS/HEADCOVERS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WILSON GOLF DIVISION	GOLF BALLS/GOLF BAGS	220.00
<b>INVOICES TOTAL:</b>		<b>220.00</b>

**534332-PURCHASES - GOLF BALLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF BALLS	450.12
1 CLEVELAND GOLF/SRIXON	GOLF BALLS/CLUBS	666.20
1 WILSON GOLF DIVISION	GOLF BALLS/GOLF BAGS	807.49

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 1,923.81

**534333-PURCHASES - GOLF CLUBS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLEVELAND GOLF/SRIXON	GOLF BALLS/CLUBS	1,100.00
1 WILSON GOLF DIVISION	GOLF CLUBS	1,131.41
		<u>INVOICES TOTAL: 2,231.41</u>

**534335-PURCHASES - MISC GOLF MDSE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EISINGER SMITH INC	MISC. GOLF MERCHANDISE	332.16
1 TERVIS TUMBLER COMPANY	MISC. GOLF MERCHANDISE	398.01
		<u>INVOICES TOTAL: 730.17</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JIM CURNOW	PAINTING SERVICES/MIDWAY	1,500.00
** 1 COMFLOORX	PRO-SHOP CARPET INSTALLATION	1,911.00
1 COOK COUNTY TREASURER	PIN 06-34-100-026-0000	28.80
		<u>INVOICES TOTAL: 3,439.80</u>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PAINT WORKS OF ILLINOIS INC	DEPOSIT/EXTERIOR PAINTING	7,000.00
		<u>INVOICES TOTAL: 7,000.00</u>

**5510-GOLF MAINTENANCE EXPENSES**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	12.28
1 NICOR GAS	GAS BILL	83.24
1 NICOR GAS	GAS BILL	34.94
		<u>INVOICES TOTAL: 130.46</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	454.96
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	729.70
		<u>INVOICES TOTAL: 1,184.66</u>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE TOPSOIL INC	GRAVEL PURCHASE	325.00
1 FAULKS BROS CONSTRUCTION INC	TOPDRESSING SAND	1,799.96

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 2,124.96

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	40.00
<u>INVOICES TOTAL:</u>		<u>40.00</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	125.79
1 CONSTELLATION ENERGY	ELECTRIC BILL	6.14
1 NICOR GAS	GAS BILL	41.62
<u>INVOICES TOTAL:</u>		<u>173.55</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	46.21
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	18.33
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	54.81
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	16.94
<u>INVOICES TOTAL:</u>		<u>136.29</u>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS	300.00
<u>INVOICES TOTAL:</u>		<u>300.00</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LOGSDON OFFICE SUPPLY	PAPER ROLLS/CHAIRMAT	20.00
<u>INVOICES TOTAL:</u>		<u>20.00</u>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELGIN BEVERAGE CO	ESCROW FUND INCREASE	250.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	170.40
1 EUCLID BEVERAGE LTD	BEER PURCHASE	32.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	22.58
1 GORDON FOOD SERVICE INC	CREDIT - RETURNED ITEM	-13.50
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	560.41
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	219.99
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	548.64
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	310.09
1 LAKESHORE BEVERAGE	BEER PURCHASE	154.13
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	132.11

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	101.72
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE	90.98
1 SCHAMBERGER BROS INC	BEER PURCHASE	165.22
1 SCHAMBERGER BROS INC	BEER PURCHASE	357.38
1 TURANO BAKING CO	FOOD PURCHASE	49.94
<b>INVOICES TOTAL:</b>		<b>3,152.09</b>

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE RENTAL/SHARPENING	17.00
1 A MAESTRANZI SONS	KNIFE RENTAL/SHARPENING	17.00
1 M & M SPECIAL EVENTS CO	CHAIR TIE RENTAL	15.00
1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	355.57
1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	96.01
<b>INVOICES TOTAL:</b>		<b>525.58</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	ADVERTISING	40.00
<b>INVOICES TOTAL:</b>		<b>40.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	6.14
1 NICOR GAS	GAS BILL	41.62
<b>INVOICES TOTAL:</b>		<b>47.76</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	FLOATING CANDLES	120.91
1 CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	46.22
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	45.81
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	76.46
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	10.95
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	42.45
1 M & M SPECIAL EVENTS CO	BINDER CLIPS	9.00
1 MLA WHOLESALE INC	FLOWERS	89.40
<b>INVOICES TOTAL:</b>		<b>441.20</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LOGSDON OFFICE SUPPLY	PAPER ROLLS/CHAIRMAT	114.13

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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INVOICES TOTAL: 114.13

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELGIN BEVERAGE CO	ESCROW FUND INCREASE	250.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	141.05
1 EUCLID BEVERAGE LTD	BAL DUE/BEER PURCHASE	0.82
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	1,986.90
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	144.18
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	1,099.93
1 GORDON FOOD SERVICE INC	CREDIT - RETURNED ITEM	-195.74
1 GORDON FOOD SERVICE INC	CREDIT - RETURNED ITEM	-37.99
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	756.98
1 GRECO AND SONS INC	FOOD PURCHASE	49.99
1 GRECO AND SONS INC	FOOD PURCHASE	81.81
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	456.20
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	245.00
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	301.40
1 LAKESHORE BEVERAGE	BEER PURCHASE	154.14
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	200.32
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	132.12
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	101.72
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE	165.46
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE	35.76
1 TURANO BAKING CO	FOOD PURCHASE	91.94
1 TURANO BAKING CO	FOOD PURCHASE	63.32
1 TURANO BAKING CO	FOOD PURCHASE	49.94
1 TURANO BAKING CO	FOOD PURCHASE	174.17
1 TURANO BAKING CO	FOOD PURCHASE	158.51
<u>INVOICES TOTAL:</u>		<u>6,607.93</u>

**5580-GOLF MIDWAY EXPENSES**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	41.95
<u>INVOICES TOTAL:</u>		<u>41.95</u>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CIGAR WERKS INC	CIGAR PURCHASE	361.43
1 ELGIN BEVERAGE CO	BEER PURCHASE	144.96
1 ELGIN BEVERAGE CO	BEER PURCHASE	223.40
1 EUCLID BEVERAGE LTD	BEER PURCHASE	238.04
1 EUCLID BEVERAGE LTD	BEER PURCHASE	634.67
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	425.20
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	557.76
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	187.60

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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 INVOICES DUE ON/BEFORE 7/19/2016**

1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	106.30
1	LAKESHORE BEVERAGE	BEER PURCHASE	161.10
1	PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	94.23
1	PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	345.51
1	PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	299.39
**	1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	216.88
1	SCHAMBERGER BROS INC	BEER PURCHASE	90.00
1	SCHAMBERGER BROS INC	BEER PURCHASE	217.28
<b>INVOICES TOTAL:</b>			<b><u>4,303.75</u></b>

**6000-CENTRAL SERVICES EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO OFFICE TECHNOLOGY GROUP	COPIER MAINTENANCE SERVICE	28.36
<b>INVOICES TOTAL:</b>		<b><u>28.36</u></b>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	134.85
<b>INVOICES TOTAL:</b>		<b><u>134.85</u></b>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	MARKETING PLAN PRINTING	799.25
<b>INVOICES TOTAL:</b>		<b><u>799.25</u></b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	CELL DOOR LOCK REPAIRS	300.00
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	1,035.00
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - JUNE 2016	2,705.00
1 UNIFIRST CORP	MATS	41.80
1 UNIFIRST CORP	MATS	41.80
<b>INVOICES TOTAL:</b>		<b><u>4,123.60</u></b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AT&T	TELEPHONE BILL	155.17
**	1 CARDMEMBER SERVICE	65.00
1 FIRST COMMUNICATIONS LLC	P.W. TELEPHONE CIRCUIT	349.00
1 TIME BUSINESS SYSTEMS INC	PHONE PROGRAMMING CHANGES	227.00
1 VERIZON WIRELESS	WIRELESS SERVICES	114.03
1 VERIZON WIRELESS	WIRELESS SERVICES	418.74
<b>INVOICES TOTAL:</b>		<b><u>1,328.94</u></b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 7/19/2016**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	123.76
1 NICOR GAS	GAS BILL	87.16
<b>INVOICES TOTAL:</b>		<b>210.92</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	15.68
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	176.51
<b>INVOICES TOTAL:</b>		<b>192.19</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	13.50
<b>INVOICES TOTAL:</b>		<b>13.50</b>

**542810-SAFETY PROGRAM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 PETTY CASH	PETTY CASH REIMBURSEMENT	10.70
<b>INVOICES TOTAL:</b>		<b>10.70</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SUPPORT CALL/CELL PHONE EQUIPMENT	634.00
1 TOWN & COUNTRY GARDENS	FLOWERS	85.99
<b>INVOICES TOTAL:</b>		<b>719.99</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	236.31
<b>INVOICES TOTAL:</b>		<b>236.31</b>

**7000-POLICE PENSION EXPENDITURES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COLLINS & RADJA P.C.	QTRLY RETAINER/JULY-SEPT 2016	725.00
<b>INVOICES TOTAL:</b>		<b>725.00</b>

**GRAND TOTAL: 1,105,384.93**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
DETAIL BOARD REPORT  
INVOICES DUE ON/BEFORE 7/19/2016**

GENERAL FUND	211,004.59
MOTOR FUEL TAX FUND	326,990.93
DEVELOPER DEPOSITS FUND	141,289.74
BREWSTER CREEK TIF MUN ACCT	300.00
WATER FUND	241,337.61
SEWER FUND	135,319.48
PARKING FUND	3,927.90
GOLF FUND	36,691.07
CENTRAL SERVICES FUND	7,798.61
POLICE PENSION FUND	725.00
<b>GRAND TOTAL</b>	<b>1,105,384.93</b>

\*\* Indicates pre-issue check.



**CASH & INVESTMENT REPORT**  
 May 31, 2016

Fund	4/30/2016		Disbursements		5/31/2016	
	Receipts	Disbursements	Receipts	Disbursements	Cash	Investments
General	11,145,205	1,032,436	1,620,665	10,556,976	4,920,996	6,846,970
MFT	4,005,355	94,292	0	4,099,647	1,936,450	2,180,647
Debt Service	714,820	11,497	444,069	282,248	113,819	158,981
Capital Projects	(147,011)	0	0	(147,011)	0	0
Municipal Building	1,177,434	101	0	1,177,535	374,214	522,698
Developer Deposits	4,570,815	175	1,131	4,569,859	264,714	3,880,344
Town Center TIF	457,883	31	0	457,914	115,685	161,588
59 & Lake TIF	(7,913)	0	0	(7,913)	0	0
BC Municipal TIF	285,256	33	42,741	242,548	105,592	147,490
Bluff City Tif Municipal	5,076	1	0	5,077	2,116	2,955
Water	21,794,556	494,826	139,754	22,149,629	1,148,504	1,604,075
Sewer	21,956,492	259,496	182,546	22,033,442	502,009	701,059
Parking	115,725	14,868	9,472	121,120	17,593	24,574
Golf	1,480,278	227,052	139,270	1,568,060	0	0
Central Services	823,472	85,147	110,923	797,696	284,261	397,052
Vehicle Replacement	3,289,502	49,652	0	3,339,155	659,573	921,283
<b>TOTALS</b>	<b>71,666,946</b>	<b>2,269,606</b>	<b>2,690,570</b>	<b>71,245,981</b>	<b>10,445,525</b>	<b>17,549,715</b>
						<b>43,250,234</b>
						<b>71,245,982</b>

Fund	4/30/2016		Disbursements		5/31/2016	
	Receipts	Disbursements	Receipts	Disbursements	Cash	Investments
BC Project TIF	3,220,566	0	0	3,220,566	3,220,567	0
Bluff City Project TIF	24	0	0	24	24	0
Bluff City SSA Debt Srv.	875,558	0	3,440	872,118	872,118	0
Police Pension	34,753,163	328,465	106,944	34,974,683	1,670,523	33,204,051
						<b>100,109</b>
						<b>34,974,683</b>

*Jeff Martynowicz*  
 Jeff Martynowicz  
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT  
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND  
 FISCAL YEAR 2016/17 as of May 31, 2016

Fund	Revenues			Expenditures		
	Actual	Current Year Budget	Prior YTD %	Actual	Current Year Budget	Prior YTD %
General	1,032,436	21,848,541	4.73%	1,620,665	22,116,878	7.33%
MFT	94,292	1,071,387	8.80%	0	1,330,000	0.00%
Debt Service	11,497	1,755,685	0.65%	444,069	1,970,139	22.54%
Capital Projects	0	100,100	0.00%	0	25,000	0.00%
Municipal Building	101	3,860	2.61%	0	340,500	0.00%
Developer Deposits	175	78,500	0.22%	1,131	206,100	0.55%
Town Center TIF	31	0	100.00%	0	0	0.00%
Bluff City SSA	0	950,381	0.00%	3,440	1,125,000	0.31%
59 & Lake TIF	0	6,100	0.00%	0	56,000	0.00%
Bluff City Municipal TIF	1	1,505	0.00%	0	0	0.00%
Bluff City Project TIF	0	1,979,510	0.00%	0	1,975,000	0.00%
Brewster Creek Municipal TIF	33	500,600	0.01%	42,741	666,137	6.42%
Brewster Creek Project TIF	0	4,276,050	0.00%	0	4,323,553	0.00%
Water	494,826	7,466,070	6.63%	139,754	8,158,758	1.71%
Sewer	259,496	7,387,450	3.51%	182,546	8,199,905	2.23%
Parking	14,868	230,075	6.46%	9,472	227,026	4.17%
Golf	227,052	2,658,000	8.54%	139,270	2,632,324	5.29%
Central Services	85,147	1,021,763	8.33%	110,923	1,118,733	9.92%
Vehicle Replacement	49,652	645,270	7.69%	0	919,000	0.00%
Police Pension	328,465	2,098,049	15.66%	106,944	2,098,049	5.10%
Subtotal	2,598,071	54,078,896	4.80%	2,800,955	57,488,102	4.87%
Less Interfund Transfers	(172,430)	(3,109,832)	5.54%	(172,430)	(3,109,832)	5.54%
Total	2,425,641	50,969,064	4.76%	2,628,525	54,378,270	4.83%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 MAJOR REVENUE BUDGET COMPARISONS  
 FISCAL YEAR 2016/17 as of May 31, 2016

Fund	Current Year		Percent	Prior YTD %
	Actual	Budget		
Property Taxes	12,692	9,275,478	0.14%	0.48%
Sales Taxes (General Fund)	161,850	2,205,000	7.34%	6.70%
Income Taxes	257,723	4,368,048	5.90%	5.30%
Telecommunications Tax	78,087	1,057,500	7.38%	7.20%
Real Estate Transfer Tax	65,668	610,000	10.77%	10.14%
Building Permits	37,648	641,275	5.87%	5.55%
MFT	93,782	1,067,287	8.79%	9.31%
Water Charges	487,522	6,700,000	7.28%	6.71%
Sewer Charges	255,868	3,250,000	7.87%	7.81%
Interest Income	3,183	49,375	6.45%	2.77%
Gas Utility Tax	84,371	550,000	15.34%	7.43%
Electric Utility Tax	19,717	153,000	12.89%	12.92%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 GOLF FUND DETAIL (Excluding Capital Projects)  
 FISCAL YEAR 2016/17 as of May 31, 2016

Fund	Current Year		Percent
	Actual	Budget	
<b>Golf Program</b>			
Revenues	151,314	1,670,000	9.06%
Expenses	81,084	1,587,645	5.11%
Net Income	<u>70,230</u>	<u>82,355</u>	85.28%
<b>F&amp;B - Restaurant</b>			
Revenues	15,991	133,000	12.02%
Expenses	21,165	319,149	6.63%
Net Income	<u>(5,175)</u>	<u>(186,149)</u>	2.78%
<b>F&amp;B - Banquet</b>			
Revenues	48,505	735,000	6.60%
Expenses	34,322	660,230	5.20%
Net Income	<u>14,183</u>	<u>74,770</u>	18.97%
<b>F&amp;B - Midway</b>			
Revenues	11,242	120,000	9.37%
Expenses	2,700	65,300	4.13%
Net Income	<u>8,542</u>	<u>54,700</u>	15.62%
<b>Golf Fund Total</b>			
Revenues	227,052	2,658,000	8.54%
Expenses	139,270	2,632,324	5.29%
Net Income	<u>87,782</u>	<u>25,676</u>	341.88%

**MOTOR FUEL TAX**

Month	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16
May	89,807	85,450	89,115	104,788	106,665	89,988
June	86,890	83,830	75,066	71,924	80,212	58,408
July	82,123	78,002	87,721	84,361	89,915	103,948
August	89,014	90,041	87,924	99,063	61,056	100,154
September	86,580	88,420	76,347	70,076	83,006	67,441
October	99,672	79,216	83,510	90,026	89,337	87,626
November	73,018	88,011	89,027	77,655	90,552	101,486
December	93,136	92,981	85,014	103,117	103,771	93,002
January	89,163	115,721	82,788	90,866	97,525	89,828
February	96,459	83,346	70,348	83,687	74,031	90,531
March	77,675	84,943	83,251	65,802	37,978	77,861
April	89,807	82,622	70,866	75,969	95,841	93,139
<b>Subtotal</b>	<b>1,053,344</b>	<b>1,052,583</b>	<b>980,978</b>	<b>1,017,334</b>	<b>1,009,889</b>	<b>1,053,412</b>
Plus:						
High Growth	46,918	29,046	29,031	37,678	37,682	37,743
Jobs Now	179,796	179,796	179,796	179,796	359,592	
<b>Total</b>	<b>1,280,058</b>	<b>1,261,425</b>	<b>1,189,805</b>	<b>1,234,808</b>	<b>1,407,163</b>	
Budget	1,015,000	1,250,000	1,250,000	1,175,000	1,188,990	1,025,000
Annual Inc in \$ w/o High Growth	1.50%	-0.07%	-6.80%	3.71%	-0.73%	-2.82%

Received  
in Dec.



**Illinois Department of Transportation**  
2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets  
217-782-1662

Bartlett

Municipality Report

June 2, 2016

**MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR MAY, 2016**

Beginning Unobligated Balance		<b>\$5,185,600.55</b>
Motor Fuel Tax Allotment	\$93,139.16	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		<b>\$93,139.16</b>
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$1,700,000.00
Current Unobligated Balance		<b>\$3,578,739.71</b>

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## Sales Taxes

Month	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16
May	146,546	126,506	175,701	173,657	178,983	170,734
June	137,130	164,604	195,692	193,303	201,968	200,031
July	176,678	165,519	190,898	186,097	188,547	194,738
August	180,229	177,919	180,797	184,425	190,872	206,213
September	177,173	187,893	182,163	189,650	183,399	198,880
October	168,710	177,758	165,188	170,530	188,055	212,286
November	162,303	161,152	181,865	174,037	179,846	204,437
December	171,232	164,341	165,852	153,005	163,529	178,413
January	166,523	167,926	168,154	210,506	187,865	194,219
February	171,856	157,086	147,189	151,678	141,054	149,630
March	168,981	177,777	147,039	128,886	141,609	161,850
April	132,397	152,124	162,595	153,553	170,308	
<b>Total</b>	<b>1,959,758</b>	<b>1,980,605</b>	<b>2,063,133</b>	<b>2,069,327</b>	<b>2,116,036</b>	<b>2,071,432</b>
<b>% increase</b>	<b>-7.33%</b>	<b>0.86%</b>	<b>4.17%</b>	<b>0.30%</b>	<b>2.26%</b>	<b>14.29%</b>
Budget	1,950,000	1,950,000	1,975,000	2,010,000	2,075,000	2,115,000

<b>Warrant/EFT#: EF 0014511</b>				
Fiscal Year:	2016	Issue Date:	05/06/16	
Warrant Total:	\$161,850.25	Warrant Status:		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		AG946264	6AG946264	\$161,850.25

<b>IOC Accounting Line Details</b>						
Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$161,850.25	DISTRIBUTE MUNI/CNTY SALES TAX

<b>Payment Voucher Description</b>	
Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 05/05/2016
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: FEB. 2016 COLL MO: MAR. 2016 VCHR MO: MAY. 2016
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

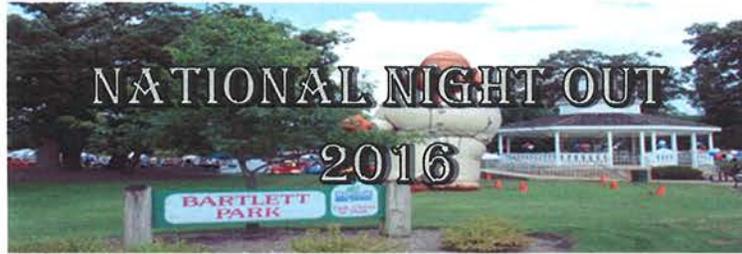
**POLICE DEPARTMENT MEMORANDUM  
16-41**

**DATE:** June 28, 2016  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Kent F. A. Williams, Chief of Police   
**RE:** National Night Out Proclamation Request

As the Village once again prepares to come together to celebrate National Night Out on August 2nd, in order to commemorate this community event, I would like to recommend the Village of Bartlett consider making a proclamation honoring this year's National Night Out event.

I have attached a sample proclamation for your review.

With your approval, I recommend this proclamation be placed on the Board Agenda for their consideration.



*Proclamation  
National Night Out 2016  
Tuesday, August 2, 2016*

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on Tuesday, August 2, 2016 entitled “National Night Out”; and

WHEREAS, the “33rd Annual National Night Out” provides an exceptional opportunity for Bartlett, Illinois to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the Village of Bartlett plays a vital role in assisting the Bartlett Police Department through joint crime, drug and violence prevention efforts in Bartlett, Illinois and is supporting “National Night Out 2016” locally; and

WHEREAS, it is essential all citizens of the Village of Bartlett be aware of the importance of crime prevention programs and understand the impact their participation can have on reducing crime, drugs and violence in Bartlett, Illinois; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are essential themes of the “National Night Out” program;

NOW, THEREFORE, I, VILLAGE PRESIDENT KEVIN WALLACE, do hereby call upon all citizens of Bartlett, Illinois to join the VILLAGE OF BARTLETT and the National Association of Town Watch in supporting the “33rd Annual National Night Out” on Tuesday, August 2, 2016.

FURTHER, LET IT BE RESOLVED THAT I, VILLAGE PRESIDENT KEVIN WALLACE, do hereby proclaim Tuesday, August 2, 2016 as “NATIONAL NIGHT OUT” in Bartlett, Illinois.

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

\_\_\_\_\_  
Village President



Village of Bartlett Department of Police  
Crime Prevention Unit/Support Services  
228 South Main Street, Bartlett, Illinois 60103  
630/837-0846  
vanderson@vbartlett.org  
mflores@vbartlett.org





## Agenda Item Executive Summary

Item Name	Pasta Mia Restaurant Class O Liquor License	Committee or Board	Board
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### BUDGET IMPACT

Amount:	none	Budgeted	n/a
List what fund			

### EXECUTIVE SUMMARY

Pasta Mia Restaurant has requested a Class O liquor license to sell alcohol at a wedding hosted at 211 W. Railroad Ave. on August 27, 2016.

The Village Board created the Class O liquor license for special events that enables those that currently hold a Bartlett liquor license for the sale and consumption of alcohol to sell and offer for sale alcohol off premises for a planned event that is by invitation or reservation.

### ATTACHMENTS (PLEASE LIST)

Class O Liquor License Application

### ACTION REQUESTED

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

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Motion:

I move to approve the Class O liquor license application submitted by Pasta Mia Restaurant for a special catered event from 8:00 a.m. to 2:00 a.m. on August 27, 2016.

Staff:	Paula Schumacher	Date:	July 8, 2016
	Assistant Village Administrator		

# Memorandum

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**To:** Valerie L. Salmons, Village Administrator  
**From:** Paula Schumacher, Assistant Village Administrator  
**Date:** 7/11/2016  
**Re:** Pasta Mia Class O Liquor License Application

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Pasta Mia Restaurant has requested a Class O liquor license to sell alcohol at a wedding hosted 211 W. Railroad Ave on August 27, 2016.

The Village Board created the Class O liquor license for special events that enables those that currently hold a Bartlett liquor license for the sale and consumption of alcohol to sell and offer for sale alcohol off premises for a planned event that is by invitation or reservation.

The license has the following time limits: Sunday-Thursday from 8:00 a.m. until 1:00 a.m. and Friday-Sunday 8:00 a.m. until 2:00 a.m.

The Class O license is issued by the Liquor Commissioner with the consent of the Village Board. Like our other special event liquor licenses, this license is issued per event and the number is not created by ordinance.

Proof of insurance and the ability to obtain a state special use permit for the catered event are required. The appropriate certificate of insurance has been submitted by the applicant. The certificate has been reviewed and approved by the Village Attorney.

MOTION

I move to approve the Class O liquor license application submitted by Past Mia Restaurant for a special catered event from 8:00 a.m. to 2:00 a.m. August 27, 2016.

Need by July 11<sup>th</sup>  
the latest

\*100  
001  
371043

VILLAGE OF BARTLETT  
228 S. Main Street  
Bartlett, IL 60103

CLASS O LIQUOR LICENSE APPLICATION

Date 6/20/16

License Fee: \$100.00  
Additional Events: \$25.00

**The Class O licenses**, are special use permit liquor licenses which allow a licensee who holds a class, A, A extended, B and/or F on premises liquor license that has been issued by the Village of Bartlett local liquor control commissioner (the "local liquor control commissioner") to sell and offer for sale alcoholic liquor off premises, at retail, at a package price agreed to by contract with host and/or to serve alcoholic liquor for use and consumption off the premises for which said class A, A extended, B and/or liquor license has been issued, as an incidental part of food services at a prearranged part, planned function or event for a specific social or business occasion event at a business location in the Village, which event is not open to the general public but is by invitation or reservation in conjunction with food services provided by a third party food caterer(s), as defined and where alcoholic service is limited to guests and invitees pursuant to a special use permit issued by the Illinois liquor control commission and the local liquor control commissioner for a specific date, time and location, subject to the restrictions set forth below.

Hours of Operation:

1. Not to exceed eight (8) consecutive hours within a period of twenty-four (24) consecutive hours;
2. Within the following time limits:
 

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

APPLICANT INFORMATION

Business Name: Pasta Mia

Address: 116 Bartlett Plaza

City: Bartlett State: IL Zip: 60103

Telephone Number: 630.736.1290

Contact Name: Pete Caruso

**Special Event Detail**

Purpose of event: Camerer Wedding

Location of event: 211 W. Railroad

Date of event: August 27<sup>th</sup>, 2016

Times of event (include am/pm): 8:00 am to 2:00 am

**Special Event Detail**

Purpose of event: \_\_\_\_\_

Location of event: \_\_\_\_\_

Date of event: \_\_\_\_\_

Times of event (include am/pm): \_\_\_\_\_ to \_\_\_\_\_

**Special Event Detail**

Purpose of event: \_\_\_\_\_

Location of event: \_\_\_\_\_

Date of event: \_\_\_\_\_

Times of event (include am/pm): \_\_\_\_\_ to \_\_\_\_\_

**The following information MUST be attached to the application:**

1. Copy of licensee's class A, A extended, B and/or F on premises Bartlett Liquor License
2. A listing of the time(s) and locations(s) of the catered events within the Village of Bartlett subject to the hours of operation set forth in subsection A of section 3-3-2-17
3. A copy of the food catering contract for each catered event.
4. Copies of certificates of insurance evidencing not less than the types and amounts of coverages required under subsection E of 3-3-2-17
5. Such other information and/or documentation required by the Local Liquor Control Commissioner relative to the catered events.
6. BASSET Certification of all bartenders/servers at said event.

Upon review of submittals set forth in paragraphs 1 through 6 and preliminary determination that all of the conditions of section 3-3-2-17 have been satisfied, the local liquor control commissioner will issue an unsigned class O special use permit liquor license of letter directed to the Illinois liquor control commission, to enable the applicant to procure a state special use permit for the catered event(s) applied for, and evidencing or stating the local liquor control commissioner's intention to sign or issue a class O special use permit liquor license for the dates and times set forth in a valid special use permit liquor license issued by the Illinois liquor control commissioner at least fourteen (14) days before the catered event, or before the first catered event if more than one catered event.

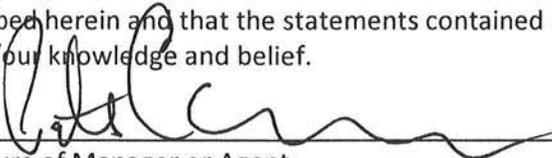
**INSURANCE REQUIREMENTS:**

The owner of the premises at which the prearranged party planned function or event will take place must furnish evidence of host liquor liability coverage and the licensee must furnish evidence that licensee's liquor liability insurance coverage required under section 3-3-6 of this chapter and any additional liquor liability and/or dramshop insurance coverages required by statute provides coverage for liability arising out of the sale and/or service of alcoholic liquor for the date(s), time(s) and off premises location set forth in the state and local special use permits. Licensee shall comply with the liquor license and additional insured endorsement requirements set forth in section 3-3-6 of the chapter.

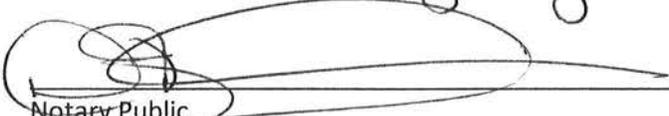
**AFFIDAVIT**

STATE OF ILLINOIS  
COOK, DUPAGE & KANE COUNTIES

I/we swear (or affirm) that I/we will not violate any of the Ordinances of the Village of Bartlett or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the business described herein and that the statements contained in this application are true and correct to the best of my/our knowledge and belief.

  
\_\_\_\_\_  
Signature of Manager or Agent

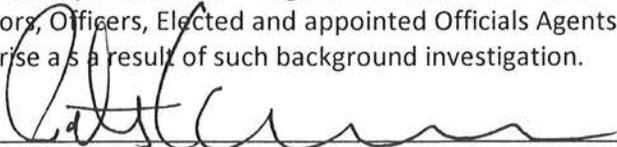
Subscribed and sworn to by Peter Caruso  
before me this 7 day of July, 2016.

  
\_\_\_\_\_  
Notary Public



**INVESTIGATION AUTHORIZATION**

I, Peter Caruso, here by authorize the Chief of Police of the Village of Bartlett, or his designee, to conduct a background investigation, including the authorization to receive reports from other law enforcement agencies necessary to verify the information included in the application and to verify compliance of applicable local, state and federal law. I hereby release the Village of Bartlett, the Bartlett Police Department and each of their respective Directors, Officers, Elected and appointed Officials Agents and Employees from any and all liability which may arise as a result of such background investigation.

  
\_\_\_\_\_  
Signature of Applicant

Subscribed and sworn to by Peter Caruso  
before me this 7 day of July, 2016.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/08/2016

<b>PRODUCER</b> (630) 616-2892 FAX-630-616-3835 ALL NEW SERVICES, INC. 13 W. MAIN ST. #1 BENSENVILLE, IL. 60106	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> PASTA MIA LTD 116-120 BARTLETT PLAZA BARTLETT, IL 60103	INSURER A: BADGER MUTUAL	
	INSURER B: EMPLOYERS	
	INSURER C: NORTH POINTE	
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	INSR#	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	0034242932	05/08/2016	05/08/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EAACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	EIG1510936	06/01/2016	06/01/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000. E.L. DISEASE - EA EMPLOYEE \$ 100,000. E.L. DISEASE - POLICY LIMIT \$ 500,000.
C		OTHER LIQUOR LIABILITY	NPLI002181	04/30/2016	04/30/2017	CLS- \$300,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 ALL OPERATIONS-RESTAURANT WITH LIQUOR  
 ADDITIONAL INSURED - THE VILLAGE OF BARTLETT, ITS LOCAL LIQUOR COMMISSIONER, PRESIDENT AND BOARD OF TRUSTEES, ALL OF ITS ELECTED OR APPOINTED OFFICIALS, EMPLOYEES AND ANY VOLUNTEER WHILE ACTING ON BEHALF OF THE VILLAGE AND THE LICENSEE.  
 ONE DAY EVENT ON 08/27/2016 FOR THE CAMERER WEDDING-HELD AT BANBURY FAIR 211 W RAILROAD AVE BARTLETT, IL. 60103

<b>CERTIFICATE HOLDER</b> VILLAGE OF BARTLETT 228 S MAIN ST BARTLETT, IL. 60103	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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## Agenda Item Executive Summary

Item Name    Bannerman's Sports Grill Class O Liquor License    Committee or Board    Board

### BUDGET IMPACT

Amount:    none    Budgeted    n/a

List what fund

### EXECUTIVE SUMMARY

Bannerman's Sports Grill has requested a Class O liquor license to sell alcohol at the post race event for the Kick Stand Classic on September 25, 2016. Bannerman's Sports Grill is working in conjunction with the organizers of the bike race, the Active Transit Alliance. The race will begin and end in downtown and the post- race festivities will be held in the Village Hall parking lot.

The Village Board created the Class O liquor license for special events that enables those that currently hold a Bartlett liquor license for the sale and consumption of alcohol to sell and offer for sale alcohol off premises for a planned event that is by invitation or reservation.

### ATTACHMENTS (PLEASE LIST)

Class O Liquor License Application

### ACTION REQUESTED

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

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Motion:

I move to approve the Class O liquor license application submitted by Bannerman's Sports Grill for a special catered event from 8:00 a.m. to 3:00 p.m. on September 25, 2016.

Staff:    Paula Schumacher

Date:    July 8, 2016

Assistant Village Administrator

# Memorandum

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**To:** Valerie L. Salmons, Village Administrator  
**From:** Paula Schumacher, Assistant Village Administrator  
**Date:** 7/12/2016  
**Re:** Bannerman's Sports Grill Class O Liquor License Application

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Bannerman's Sports Grill has requested a Class O liquor license to sell alcohol at the post race event for the Kick Stand Classic on September 25, 2016. Bannerman's Sports Grill is working in conjunction with the organizers of the bike race, the Active Transit Alliance. The race will begin and end in downtown and the post-race festivities will be held in the Village Hall parking lot.

The Village Board created the Class O liquor license for special events that enables those that currently hold a Bartlett liquor license for the sale and consumption of alcohol to sell and offer for sale alcohol off premises for a planned event that is by invitation or reservation.

The license has the following time limits: Sunday-Thursday from 8:00 a.m. until 1:00 a.m. and Friday-Sunday 8:00 a.m. until 2:00 a.m.

The Class O license is issued by the Liquor Commissioner with the consent of the Village Board. Like our other special event liquor licenses, this license is issued per event and the number is not created by ordinance.

Proof of insurance and the ability to obtain a state special use permit for the catered event are required. The appropriate certificate of insurance has been submitted by the applicant. The certificate has been reviewed and approved by the Village Attorney.

MOTION

I move to approve the Class O liquor license application submitted by Bannerman's Sports Grill for a special catered event from 8:00 a.m. to 3:00 p.m. on September 25, 2016.

VILLAGE OF BARTLETT  
228 S. Main Street  
Bartlett, IL 60103

CLASS O LIQUOR LICENSE APPLICATION

Date 7-8-16

License Fee: ~~\$100.00~~  
Additional Events: ~~\$25.00~~

**The Class O licenses**, are special use permit liquor licenses which allow a licensee who holds a class, A, A extended, B and/or F on premises liquor license that has been issued by the Village of Bartlett local liquor control commissioner (the "local liquor control commissioner") to sell and offer for sale alcoholic liquor off premises, at retail, at a package price agreed to by contract with host and/or to serve alcoholic liquor for use and consumption off the premises for which said class A, A extended, B and/or liquor license has been issued, as an incidental part of food services at a prearranged part, planned function or event for a specific social or business occasion event at a business location in the Village, which event is not open to the general public but is by invitation or reservation in conjunction with food services provided by a third party food caterer(s), as defined and where alcoholic service is limited to guests and invitees pursuant to a special use permit issued by the Illinois liquor control commission and the local liquor control commissioner for a specific date, time and location, subject to the restrictions set forth below.

Hours of Operation:

1. Not to exceed eight (8) consecutive hours within a period of twenty-four (24) consecutive hours;
2. Within the following time limits:  
    Sunday-Thursday      from 8:00am until 1:00am  
    Friday-Saturday      from 8:00am until 2:00am

APPLICANT INFORMATION

Business Name: Friedman Ent Inc DBA Bannerman's Sports Grill

Address: 858 ST RT 59

City: Bartlett State: IL Zip: 60103

Telephone Number: 630-213-2400

Contact Name: Murray Friedman

**Special Event Detail**

Purpose of event: Kick Stand event

Location of event: 228 S MARIN ST

Date of event: 9/25/16

Times of event (include am/pm): 8am to 3pm

**Special Event Detail**

Purpose of event: \_\_\_\_\_

Location of event: \_\_\_\_\_

Date of event: \_\_\_\_\_

Times of event (include am/pm): \_\_\_\_\_ to \_\_\_\_\_

**Special Event Detail**

Purpose of event: \_\_\_\_\_

Location of event: \_\_\_\_\_

Date of event: \_\_\_\_\_

Times of event (include am/pm): \_\_\_\_\_ to \_\_\_\_\_

**The following information MUST be attached to the application:**

1. Copy of licensee's class A, A extended, B and/or F on premises Bartlett Liquor License
2. A listing of the time(s) and locations(s) of the catered events within the Village of Bartlett subject to the hours of operation set forth in subsection A of section 3-3-2-17
3. A copy of the food catering contract for each catered event.
4. Copies of certificates of insurance evidencing not less than the types and amounts of coverages required under subsection E of 3-3-2-17
5. Such other information and/or documentation required by the Local Liquor Control Commissioner relative to the catered events.
6. BASSET Certification of all bartenders/servers at said event.

Upon review of submittals set forth in paragraphs 1 through 6 and preliminary determination that all of the conditions of section 3-3-2-17 have been satisfied, the local liquor control commissioner will issue an unsigned class O special use permit liquor license of letter directed to the Illinois liquor control commission, to enable the applicant to procure a state special use permit for the catered event(s) applied for, and evidencing or stating the local liquor control commissioner's intention to sign or issue a class O special use permit liquor license for the dates and times set forth in a valid special use permit liquor license issued by the Illinois liquor control commissioner at least fourteen (14) days before the catered event, or before the first catered event if more than one catered event.

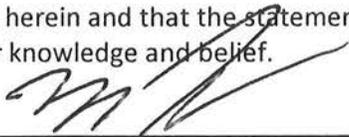
**INSURANCE REQUIREMENTS:**

The owner of the premises at which the prearranged party planned function or event will take place must furnish evidence of host liquor liability coverage and the licensee must furnish evidence that licensee's liquor liability insurance coverage required under section 3-3-6 of this chapter and any additional liquor liability and/or dramshop insurance coverages required by statute provides coverage for liability arising out of the sale and/or service of alcoholic liquor for the date(s), time(s) and off premises location set forth in the state and local special use permits. Licensee shall comply with the liquor license and additional insured endorsement requirements set forth in section 3-3-6 of the chapter.

**AFFIDAVIT**

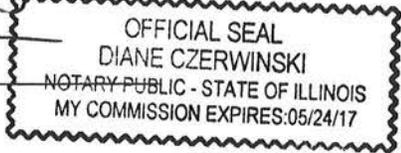
STATE OF ILLINOIS  
COOK, DUPAGE & KANE COUNTIES

I/we swear (or affirm) that I/we will not violate any of the Ordinances of the Village of Bartlett or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the business described herein and that the statements contained in this application are true and correct to the best of my/our knowledge and belief.

  
\_\_\_\_\_  
Signature of Manager or Agent

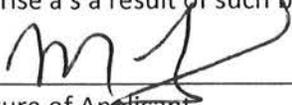
Subscribed and sworn to by Murray Friedman  
before me this 8<sup>th</sup> day of July, 2016.

  
\_\_\_\_\_  
Notary Public



**INVESTIGATION AUTHORIZATION**

I, \_\_\_\_\_, here by authorize the Chief of Police of the Village of Bartlett, or his designee, to conduct a background investigation, including the authorization to receive reports from other law enforcement agencies necessary to verify the information included in the application and to verify compliance of applicable local, state and federal law. I hereby release the Village of Bartlett, the Bartlett Police Department and each of their respective Directors, Officers, Elected and appointed Officials Agents and Employees from any and all liability which may arise as a result of such background investigation.

  
\_\_\_\_\_  
Signature of Applicant

Subscribed and sworn to by Murray Friedman  
before me this 8<sup>th</sup> day of July, 2016

  
\_\_\_\_\_  
Notary Public







# Agenda Item Executive Summary

Item Name      Brewster Creek Business Park Lot 9C1- Exeter      Committee or Board      Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

A **SITE PLAN REVIEW & TWO VARIATION** requests to allow exterior loading docks on the north side of the building in the corner side yard and to allow a reduction in the required number of parking spaces. The proposed 421,403 square foot building will be located on Lot 9C1 in the Brewster Creek Business Park.

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.

The **Zoning Board of Appeals** reviewed the variation requests and conducted the public hearing on July 7, 2016. The Zoning Board of Appeals recommended **approval** of the two variations subject to the findings of fact outlined in the Staff Report.

## ATTACHMENTS (PLEASE LIST)

CD Memo, 07/07/16 Zoning Board of Appeals Minutes, 06/09/16 Plan Commission Minutes, Applicant Cover Letter, Application, Location Map, Rendering and Ordinance with Exhibits including the Landbank Parking Agreement

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion- Move to approve Ordinance #2016-\_\_\_\_\_ An Ordinance Approving a Site Plan and Landbank Parking Agreement and Granting Variances for Parking and Loading for the Exeter Property Group on Lot 9C1 in the Brewster Creek Business Park.

Staff:      Jim Plonczynski, Com Dev Director

Date:      07/11/2016

**COMMUNITY DEVELOPMENT MEMORANDUM**  
**16-143**

DATE: July 11, 2016  
TO: Valerie L. Salmons, Village Administrator  
FROM: Jim Plonczynski, CD Director  
RE: **(#15-24) Brewster Creek Business Park Lot 9C1 (Exeter)**

---

**PETITIONER**

Jason Honesty, on behalf of Exeter Property Group

**SUBJECT SITE**

Lot 9C1 in the Brewster Creek Business Park, Unit 1, located at the southwest corner of Munger Road and Brewster Creek Blvd.

**REQUEST**

Site Plan Review and Variations:

- (a) Loading docks in corner side yard
- (b) Reduction in the required number of parking spaces

**EXISTING AND PROPOSED CONDITIONS**

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

**DISCUSSION**

1. The petitioner is requesting Site Plan Review for a proposed 421,403 square foot industrial building on Lot 9C1 in the Brewster Creek Business Park, Unit 1.
2. The building will contain a maximum of two office spaces at this time, however; the petitioner may decide to add office space at some point in the future and if this occurs a Site Plan Amendment will be required with review and approval by both the Plan Commission and the Village Board.

3. The Site Plan shows 47 exterior docks, 23 on the north side and 24 on the south side of the building. The I-2 EDA Zoning District requires the docks on the north side of the building to be enclosed and recessed 15 feet from the front building elevation due to their location along a corner side yard. **The petitioner is requesting a variation from this requirement to allow for exterior loading docks on the north side of the building.** To help meet the intent of the ordinance the building will be about 6' below the street elevation and heavily landscaped with 48 evergreen trees, 8 ft. in height to provide year round screening as well as large deciduous trees including *Autumn Blaze Maples* and *Oak* trees to screen the northern loading docks from Brewster Creek Boulevard.
4. The proposed building will be constructed with pre-cast concrete panels and is primarily beige in color with a yellow band around the building. The height of the building would be 40'-6" at the parapets located at the corners of the building.
5. Two curb cuts are proposed along Brewster Creek Boulevard located along the north property line. Each access point would be for trucks and automobiles; however, the parking is located separate from the truck drive aisles.
6. **The petitioner is also requesting a variation to allow a reduction in the required number of parking spaces.** The Site Plan identifies 227 parking spaces, including eight (8) handicapped accessible spaces. The Zoning Ordinance requires 449 spaces for this use. The plan however shows 222 future land banked parking spaces, which would increase the total parking provided on this site to 449 spaces and if constructed would meet the Zoning Ordinance requirements.

At this time there are no identified user(s) for this building and the number of employees that will be employed at this large facility is also unknown. The Petitioner also requests to install 40 truck trailer stalls and to land bank another 70 for the future.

7. A landbank parking agreement has been drafted including the mechanisms to requirement to petitioner to install the landbanked parking including:
  - a) The employees of the tenants and/or visitors are parking along the public rights of way; or
  - b) The tenants and/or visitors are parking on the site and not in designated parking space.

The petitioner will be required to post a bond, letter of credit or cash as a surety and in case the Village would need to go in and install the parking.

## **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. 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.
  - F. 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;
  - G. Landscaping must be installed within one year of the issuance of a building permit;
  - H. Execution and delivery of the Landbank Parking Agreement by the Owner to the Village prior to the issuance of building permits;
  - I. Recording of the Landbank Parking Agreement;
  - J. Findings of Fact (Site Plan):
    - i. That the proposed office/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 above by the Staff.
3. The **Zoning Board of Appeals** reviewed the variation requests and conducted the public hearing at their July 7, 2016 meeting. The Zoning Board of Appeals recommended **approval** of the variations based on the following findings of fact:
- i. That the particular physical surroundings, shape or topographical

condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.

- ii. That conditions upon which the petition for the variations are based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.
- iii. That the purpose of the variations is not based exclusively upon a desire to make money out of the property.
- iv. That the alleged difficulty or hardship is caused by the provision of this Title and has not been created by any person presently having an interest in the property.
- v. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
- vi. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
- vii. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.

4. Minutes from the Plan Commission meeting, Minutes from the Zoning Board of Appeals meetings, the draft ordinance including the exhibits and landbank parking agreement and additional background information are attached for your review.

//Attachments

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**Case # 15-24 Exeter – Variations – (a) Loading docks in the corner side yard, and (b) Reduction in the number of required parking spaces**

**PUBLIC HEARING**

The petitioner, Jason DeFilippis, was present and sworn in. Other petitioners were present (Ken Lanner, Elmhurst Chicago Stone, Greg from Harris Architects and Bryan Rieger from the civil design team V3) but not sworn in.

**The following Exhibits were presented:**

- Exhibit A - Picture of Sign**
- Exhibit B - Mail Affidavit**
- Exhibit C - Notification of Publication**

**M. Werden:** Go ahead and present your case

**J. DeFilippis:** My name is Jason DeFilippis and I'm with Exeter Property Group. We're here today to discuss our development in Brewster Creek. A little background on Exeter, we control about \$3 billion of equity in funds in about 105 million square feet across the US. We have 12 different regional offices, I'm the regional officer for Chicago and St. Louis. I think everyone is familiar with the location of the site in the business park and wanted to point out they also own 1350 Munger which is directly south of this site. I have a building rendering for all to see and we like to keep it simple and stylish with minimal colors. Our site plan depicts a 421,000 square foot building with 47 loading docks, 40 trailers which would initially be on the south side of the property and also landbanking some trailer stalls adjacent to those. We're also looking at 227 parking stalls with 222 landbanked. The first variance we're seeking is for the north loading dock variance. A couple things we worked with the Village on is one, I think it is consistent with the setbacks with the other buildings in the park specifically our 1350 Munger building. We looked at the setback from the street and the building is approximately 150'-200' setback from the street and there is a significant elevation change from the street to where the truck docks will be 6-11 feet so it will be significantly depressed from the main road. Additionally we worked with the Village on a landscaping plan to allow when traffic is going through or near the facility you will not be able to see the trucks that are adjacent to the site. For the parking variance I know this is a tough one that a lot of people are struggling with. We're very cognizant of it, we own a lot of property and we wouldn't want to build something that didn't work for a tenant. I brought copies of brochures and also have them on the PowerPoint if people wanted to see examples of three other properties of similar size range throughout Chicagoland. One of them is in Streamwood, one in Hillside and the third is in Aurora. All of the properties are similar in size. The 400,000 square building is in Aurora, 420,000 is in Streamwood and there's a 588,000 square foot building in Hillside. We will have more parking initially than all of those properties have and we have more landbanked parking than those properties have in total parking. We're cognizant of code and respect that but the only reason I bring up other examples is that it speaks to user demand that other people are building these types of buildings and saying that 200 parking spaces is appropriate for that user size and I think what we've done is that we've accommodated the parking which the problems of the park have occurred in smaller buildings where people didn't have land area so we're already accommodating for the full parking that is required per code and also have another additional land area that we haven't identified a use for yet. It could be for even more parking or we'll see what the use demand might need. That's all I have, I'm happy to answer any questions or any thoughts or additional concerns.

**M. Werden:** I take it you have not had any type of deficiency on parking at the other location?

**J. DeFilippis:** We have not and that building is also 400,000 square feet and there are 200 parking stalls and they're all on one side of the building and that's been sufficient for that use.

**M. Werden:** And for the record this would be a similar use and similar amount of employees and people coming in off the street?

**J. DeFilippis:** That's what we anticipate.

**M. Werden:** There's never a time of year where you would have some special occasion or event where people would be coming in and you wouldn't know where to put them?

**J. DeFilippis:** That's really going to be user specific but it is something that will be talked about with the user and they'll also be submitting for a certificate of occupancy which I think give the Village a lot of leverage. At that time they'll know how many employees they'll have, peak employee times and see if it will be accommodated with the parking.

**P. Hanson:** How many different tenants do you anticipate in a building that size?

**J. DeFilippis:** I hope for one! The plan is a maximum of two. What the Chicagoland area is seeing that most users are in outdated facilities or have multiple facilities and want to consolidate into one location.

**P. Hanson:** What type of tenant would need 200,000 square feet?

**J. DeFilippis:** It's hard to say, there are a lot of manufacturing tenants, distribution tenants, a lot of food manufacturing that's existing in Brewster Creek so there might be some ancillary uses there. What we heard from Creative Werks is that they were at company that were in multiple facilities in the O'Hare market and what they found is that they wanted to keep one existing location at O'Hare but because of the size of the requirement they felt that they would really saturate the labor pool there and by coming out to Brewster Creek they could access a different labor pool but it was close enough so they wouldn't lose key employees.

**L. Hanson:** On this type of design, you say it's one or two tenants so is this basically warehousing or is there office space? Who would be inhabiting and what kind of office mix would you have as it looks like it's basically trucks coming in.

**J. DeFilippis:** What we've done is assign two areas for a spec office, because we'd really like to land a single tenant, we're going to build one of the offices first most likely the western most office and try to land one use for the entire building. We've also dedicated the northeast corner for office space as well.

**L. Hanson:** So the interior is basically warehouse and trucks?

**J. DeFilippis:** Correct, it's primarily warehouse but it could also be used for manufacturing. In the Creative Werks building about 50% is currently used for storage of the finished good. If people don't know what they do they're a candy company and right now they're working on manufacturing the plastic candy canes filled with Reese's or M&M's they actually make those at the facility. So they're making the red plastic bodies and plastic caps for Christmas. So 50% is used for storage and 50% for warehousing.

**G. Koziol:** So you're going to be using this for one or two tenants, will it be basically used for incoming on one side and outgoing on the other?

**J. DeFilippis:** Generally that's how people would use a facility like this would be the plan.

**G. Koziol:** The future trailer stalls on the north side of the building, from my visit out there and what you describe the property is going to sit below road grade and the fact that you're going to put vegetation and landscaping it'll basically be blocked from view?

**J. DeFilippis:** Absolutely, that's one of the things we went through with the Village, is actually outlining how we stagger the trees it would block it completely.

**G. Koziol:** And these areas are going to be paved with markings for the trailers to park?

**J. DeFilippis:** So what we want to do is build the southern trailer parking initially which is generally sufficient for this product but sometimes users want more trailer parking so they at least have the location to add more trailer parking if needed but won't put it in unless needed.

**G. Koziol:** And on the west side of the building, one marked future and landbanked which is 50 and 50 and further west is additional parking which will not be built at all, just landbanked?

**J. DeFilippis:** The 50 and 50 and further west parking is all going to be landbanked. There are the white parking spaces on the plan consisting of about 84 parking stalls that is adjacent to the building that will be built with the building.

**G. Koziol:** Question to staff, why the comment about that they should consider building 100 more parking stalls up front?

**A. Zubko:** We just felt more comfortable if they put in 100 more parking stalls but since staff has been looking at this over time we feel confident in the landbank agreement that we're drafting that if it is needed that they will be required to put it in. And they've actually shown landscaping to meet our landscape requirements in the future if this parking was put in as well. So that was our initial assessment that we wanted 100 more but over time we've felt more comfortable.

**M. Werden:** So if this was built now there would be more green space and an attractiveness to this lot?

**A. Zubko:** Correct, also in your packets and on the PowerPoint shows the extra landscaping that will be put in if the landbanked parking is ever put in.

**P. Hanson:** What's the average size of the facilities out there now? Are there any as large as this?

**A. Zubko:** No, this will be the largest building and Creative Werks will be the second largest at 400,000 square feet. This is also the only other one we've granted a variance on for parking as well and has a landbanked parking agreement.

**B. Bucaro:** What's the mechanism on requiring them to add additional parking?

**A. Zubko:** We're still drafting the agreement and Exeter actually has not seen it yet but our attorney's will be working together. Some of the reasons will be obviously if they're over parked on their own property, start parking along Brewster Creek Blvd. Those are the main two reasons. We can force them to put parking in, the petitioner will put up a bond in case we need to put it in as the Village. I don't think it would ever come to that.

**B. Bucaro:** There would be some timeline how much time they would have to develop?

**A. Zubko:** Yes it would depend on what time of year we give notice as to when the parking stalls would need to be installed is outlined in the agreement.

**G. Koziol:** I know from past there have been parking issues out there, if a parking issues happens it's strictly driven by the tenant or tenants in the building. I really like the idea of landbanking it if you don't need it, why have 100 empty spaces?

**P. Hanson:** To plow and maintain and more asphalt.

**A. Zubko:** That is why we feel a little more confident with the variance as well as they do have the ability and location to put it in as the other sites don't have anywhere to go.

**P. Hanson:** I have to commend you on the landscape plan that's been presented. She travels quite often and all you see is big concrete buildings with little landscaping, this looks very positive.

**M. Werden:** I would have to agree with the landscaping comments, so many times along Route 59 because of the widening that was the excuse there was not enough room for landscaping. This case there will still be green grass and landscaping and only asphalt if it's needed. I hope more people do landbanking.

**G. Koziol:** I think this is a well thought out plan from the parking, landbanking, the trees and shrubs, you deserve anatta boy on this one.

**J. DeFilippis:** Thank you.

**B. Bucaro:** Is the building elevation on the north side and south side for the truck docks the same with that depression?

**J. DeFilippis:** Yes it is.

**M. Werden:** Anyone else? Let's open it up the public hearing. Any further discussion or motions?

**P. Hanson:** I would like to make a motion to send a positive recommendation to the Village Board for Lot 9C1, Exeter #15-24.

**G. Koziol:** I second that.

**M. Werden:** At this time it was moved by Patti and seconded by George, at this point we'll close the Public Hearing portion, any further discussion? With none please call the roll:

**Yes**

**No**

**P. Hanson**

**G. Koziol**

**B. Bucaro**

**L. Hanson**

**M. Werden**

**M. Werden:** We shall pass on a positive motion to the Village Board. Stay in touch with Angela as to when it will be on the agenda.

**J. DeFilippis:** Thank you very much!

**M. Werden:** Old Business, New Business.

**J. Plonczynski:** No Old business but I wanted to remind everyone that next Thursday we will have a joint meeting with the Plan Commission and Economic Development Commission on the TOD plan. Just to remind you the Plan Commission will start at 7pm and then the joint meeting will start at 7:30 and we'll try to seat as many as we can up front, please come.

**P. Hanson:** I make a motion to adjourn the meeting and 7:22

**G. Koziol:** Second.

All in favor Ayes!!!

**Case # 15-24 Exeter Brewster Creek Business Park – Lot 9C1 Site Plan Review**

**A. Zubko** presented the following:

The petitioner is requesting Site Plan Review for a proposed 421,403 square foot industrial building on Lot 9C1 in the Brewster Creek Business Park, Unit 1.

The building will contain a maximum of two office spaces at this time, however; the petitioner may decide to add office space at some point in the future and if this occurs a Site Plan Amendment will be required with review and approval by both the Plan Commission and the Village Board.

The Site Plan shows 47 exterior docks, 23 on the north side and 24 on the south side of the building. The I-2 EDA Zoning District requires the docks on the north side of the building to be enclosed and recessed 15 feet from the front building elevation due to their location along a corner side yard. The petitioner is requesting a variation from this requirement to allow for exterior loading docks on the north side of the building. To help meet the intent of the ordinance the building will be about 6' below the street elevation and heavily landscaped with 48 evergreen trees, 8 ft. in height to provide year round screening as well as large deciduous trees to screen the northern loading docks from Brewster Creek Boulevard. The Zoning Board of Appeals will conduct the public hearing for the variations at the July 7, 2016 meeting.

The proposed building will be constructed with pre-cast concrete panels and is primarily beige in color with a yellow band around the building. The height of the building would be 40'-6" at the parapets located at the corners of the building.

Two curb cuts are proposed along Brewster Creek Boulevard located along the north property line. Each access point would be for trucks and automobiles; however, the parking is located separate from the truck drive aisles.

The petitioner is also requesting a variation to allow a reduction in the number of parking spaces. The Site Plan identifies 227 parking spaces, including eight (8) handicapped stalls. The Zoning Ordinance requires 449 spaces for this use. The plan however shows 222 future land banked parking spaces, which would increase the total parking provided on this site to 449 spaces and if constructed would meet the Zoning Ordinance requirements.

At this time there are no end user(s) for this building and the number of employees that will be employed at this large facility is also an unknown factor. Brewster Creek Business Park currently has a parking deficit for several properties that have grown/expanded over the years. Staff is of the opinion 100 stalls of the 222 land banked parking spaces located west of the proposed building should be built at the time of construction of the building and other parking and a total of 122 parking stalls should be land banked. They also show future landscaping as well.

The Petitioner also requests to install 40 truck stalls and to land bank another 70 for the future. Staff is of the opinion trailer stalls shall be avoided on the north side of the property if possible and all truck and trailer parking should be located on the south side of the property.

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

**J. Lemberg** asked if there are any questions from staff.

**M. Hopkins** questioned the 15 foot recessed docks along Brewster Creek Boulevard.

**A. Zubko** responded that this is in the requirement in our Zoning Ordinance. Since they will not be recessing them they are requesting a variance.

**M. Hopkins** wanted to know if the Petitioners were looking for the Plan Commission to apply a condition for approval that no trailer parking be allowed on the north setback or north yard.

**A. Zubko** advised there will possibly be a land bank parking agreement depending on if the Village Board approves or denies. This would hopefully encourage them not to put in the future land bank parking for the truck stalls on the north side of the property. It shows they will not be constructing this at this time. They are dashed-in and also screened for landscaping. Staff encourages them not to, but will be ok with it and will be included in the parking agreement.

**T. Ridenour** asked how it will be determined when the land bank parking spaces be built.

**A. Zubko** said that the parking land agreement states that Staff can enact when it needs to be built typically if they run out of parking.

**T. Ridenour** asked if this is something that Staff recommends or should this be avoided if possible?

**A. Hopkins** wanted to know if there are other parking issues in that industrial park or is it that they are not be enforced.

**A. Zubko** replied that the issues are typically with the smaller buildings and some have been addressed by building temporary parking in surrounding lots or purchasing property next door.

**A. Hopkins** commented as to what would happen if a business needs more parking and they cannot afford to add to existing parking, how is the enforced by the Village?

**A. Zubko** stated the land bank agreement is actually recorded in the Records office and this would be worked out between the Village and our Attorneys and that would be a legal document to force them to build them.

**T. Ridenour** wanted to go back a bit, and questioned are the problems with existing smaller buildings that we didn't stipulate enough parking originally and now there isn't room?

**A. Zubko** stated that most of the buildings do meet the parking requirements. Some did not have end users therefore we were not aware of the number of employees each of the lots would have. There isn't an end user on this project but there is actually land that they could use to add parking if necessary. Larger buildings usually have less employees, and smaller buildings tend to have more.

**D. Negele** questioned if there are any other buildings as big as this one and was told there is only one other building.

**J. DeFilippis (Petitioner)** stated that they actually own the building directly south of the site and that is the Creatives Werks building with 200 parking spaces and they have not had any issues.

**D Negele** commented that there are 2 office spaces but couldn't locate them.

**A. Zubko** pointed out they were in the northeast corner as well as the northwest corner.

**M. Hopkins** asked if there is a limit on the proportion of office space that can be developed in this building since it will affect the parking.

**A. Zubko** stated we do not limit the office space but do require a standard of at least 5000 square feet for each office location when the parking calculations are done.

**J. Lemberg** asked if the Petitioner has anything else to add.

**J. DeFilippis (Petitioner)** feels the parking is sufficient and that's the other reason why they are proposing the land bank parking. The Village will be able to deny certificate of occupancy of future tenants if the parking does not exist.

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

**A motion was made to approve of the Petitioners' request subject to the following Conditions and Findings of Fact outlined in the Staff Report.**

**A motion was made to approve.**

**Motioned by: D. Negele**

**Seconded by: J. Miaso**

**Motion Carried.**



December 23, 2015

Mr. Kevin Wallace  
Village Board  
Village of Bartlett  
228 South Main Street  
Bartlett, IL 60103

Re: Exeter – Lot 9C1 Development Application  
Brewster Creek Business Park

Dear Mr. Wallace and Village Board Trustees:

Exeter Property Group has entered into a contract to purchase Lot 9C1 in Brewster Creek Business Park. Lot 9C1 is at the southwest corner of Munger Road and Brewster Creek Boulevard. The property is approximately 34.6 acres and the proposed development consists of a 421,403 square foot warehouse building along with surface parking lots.

The site is currently being mass graded by Elmhurst Chicago Stone in order to provide Exeter with a compacted and buildable site. Exeter plans to begin construction of the warehouse building in spring of 2017. We request that you approve the development application as submitted for the proposed development.

Please feel free to reach out to us with any questions you have regarding the development application.

Sincerely,  
V3 COMPANIES

A handwritten signature in black ink, appearing to read 'Bryan C. Rieger'.

Bryan C. Rieger, P.E.  
Project Manager

RECEIVED  
COMMUNITY DEVELOPMENT

DEC 23 2015

VILLAGE OF  
BARTLETT



# VILLAGE OF BARTLETT DEVELOPMENT APPLICATION

For Office Use Only  
 Case # 2015-24  
 RECEIVED  
 COMMUNITY DEVELOPMENT  
 FEB 16 2016  
 VILLAGE OF  
 BARTLETT

**PROJECT NAME** Exeter - Lot 9C1

**PETITIONER INFORMATION (PRIMARY CONTACT)**

**Name:** Jason Honesty - Exeter Property Group

**Street Address:** 140 W. Germantown Pike, Suite 150

**City, State:** Plymouth Meeting, PA

**Zip Code:** 60126

**Email Address:** Jhonesty@exeterpg.com

**Phone Number:** 610-234-3211

**Preferred Method to be contacted:** Email

**PROPERTY OWNER INFORMATION**

**Name:** Elmhurst Chicago Stone Company

**Street Address:** 400 West First Street

**City, State:** Elmhurst, IL

**Zip Code:** 60126

**Phone Number:** 630-832-4000

**OWNER'S SIGNATURE:** See org. application **Date:** \_\_\_\_\_

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

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

- Annexation
  - PUD (preliminary)
  - PUD (final)
  - Subdivision (preliminary)
  - Subdivision (final)
  - Site Plan (please describe use: commercial, industrial, square footage):  
421,403 S.F. Industrial Building
  - Unified Business Center Sign Plan
  - Other (please describe) \_\_\_\_\_
- Text Amendment
  - Rezoning from See Dropdown to See Dropdown
  - Special Use for: \_\_\_\_\_
  - Variation: Reduction of Parking and Truck Docks in Corner Side Yard

**SIGN PLAN REQUIRED?** No

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

**PROPERTY INFORMATION**

**Common Address/General Location of Property:** SWC of Brewster Creek & Munger

**Property Index Number ("Tax PIN"/"Parcel ID"):** 01-05-204-007

**Zoning:** Existing: I-2 EDA  
(Refer to Official Zoning Map)

Proposed: I-2 EDA

**Land Use:** Existing: Vacant

Proposed: Industrial

**Comprehensive Plan Designation for this Property:** Industrial  
(Refer to Future Land Use Map)

**Acreage:** 34.613

**For PUD's and Subdivisions:**

No. of Lots/Units: \_\_\_\_\_

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

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

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

**Attorney** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Engineer** V3 Companies  
7325 Janes Avenue, Woodridge, IL 60517  
630-724-9200

**Other** Harris Architects - Douglas Knoeppel  
4801 Emerson Ave. Suite 210, Palatine, Ill  
Ph: 847-303-1155

## FINDINGS OF FACT FOR VARIATIONS

Both the Zoning Board of Appeals and the Village Board must decide if the requested variation is in harmony with the general purpose and intent of the Zoning Ordinance and if there is a practical difficulty or hardship in carrying out the strict letter of the regulations of the Zoning Ordinance.

The Zoning Board of Appeals 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 ZBA and Village Board to review.)**

1. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.

The site falls nearly 20' from the north property line to the south property line. This creates ~~grading challenges for the site based upon the large industrial building use.~~ Increased widths of green space are required around the perimeter of the property to provide for ~~appropriate grade transitions, which decreases the area available to provide parking on the site.~~

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2. That conditions upon which the petition for a variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.

The proposed use of this building does not demand the amount of parking which is

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required in the ordinance. On similar projects the parking shown is sufficient to meet the  
need of the potential tenant. The landbank parking is shown to ensure the availability of  
additional code compliant parking if it is required at a later date.

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3. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property.

The proposed variation is not based exclusively upon the desire to make more ~~money out of the property.~~ Plan this case the developer is confident that the parking provided by the proposed plan is adequate for potential industrial or warehouse tenants. In ~~this case the variation requested results in a reduction of hardscape and a more~~ environmentally friendly design. A land bank parking agreement will be prepared between ~~the developer and the village to ensure additional parking will be installed in the case the~~ need arises if a different use enters the building. The truck docks on both sides of the ~~building are also a necessity for the type of tenant this building will attract.~~

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4. That the alleged difficulty or hardship is caused by the provisions of this Title and has not been created by any person presently having an interest in the property.

The parking requirements and truck dock location for the I-2 EDA zoning district

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set forth by the provisions of this Title are the cause of the alleged difficulty.

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5. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.

The granting of the requested parking and truck dock variation will not be detrimental to ~~the public welfare nor will it be injurious to other property or improvements in neighboring~~ area. If additional parking is required there is landbank parking which can be built to meet ~~the code. Also the truck docks are 9'-13' below the roadway from Brewster Creek~~ Boulevard (13' at the corner of Brewster Creek and Munger). We believe the landscaping ~~as well as the significant grade drop will provide coverage which matches or exceeds other~~ buildings in the business park.

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6. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.

The proposed parking variation and truck docks will have no negative impacts on any of

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the above listed items.

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7. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.

The granting of the proposed parking variance and truck docks in the side yard will not

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confer the application any special privilege that is denied by the provisions of this Title to

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other lands, structures, or buidlings in the same district.

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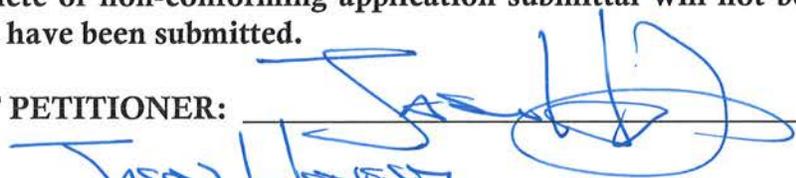
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**ACKNOWLEDGEMENT**

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

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

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

SIGNATURE OF PETITIONER:  \_\_\_\_\_

PRINT NAME: Jason Honesty \_\_\_\_\_

DATE: 12-16-15 \_\_\_\_\_

**REIMBURSEMENT OF CONSULTANT FEES AGREEMENT**

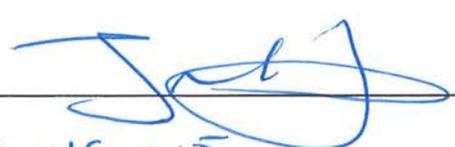
The undersigned hereby acknowledges his/her obligation to reimburse the Village of Bartlett for all necessary and reasonable expenses incurred by the Village for review and processing of the application. Further, the undersigned acknowledges that he/she understands that these expenses will be billed 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: JASON HONESTY  
EXETER PROPOSED GROUP \_\_\_\_\_

ADDRESS: 140 West Georgetown Pike Suite 150  
Plymouth Meeting, PA 19462 \_\_\_\_\_

PHONE NUMBER: 610-234-3211 \_\_\_\_\_

EMAIL: jhonesty@exeterpg.com \_\_\_\_\_

SIGNATURE:  \_\_\_\_\_

DATE: 12-16-15 \_\_\_\_\_

Location Map  
Lot 9C1  
PIN 01-05-204-007

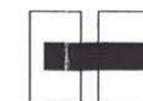




PROPOSED CONCEPTUAL DESIGN

**OFFICE - WAREHOUSE**

LOT 9C1  
BREWSTER CREEK BUSINESS CENTER  
BARTLETT, IL



**HARRIS ARCHITECTS, INC.**

[WWW.HARRISARCHITECTS.COM](http://WWW.HARRISARCHITECTS.COM)

847.303.1155

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

**AN ORDINANCE APPROVING A SITE PLAN AND LANDBANK PARKING AGREEMENT AND GRANTING VARIATIONS FOR PARKING AND LOADING FOR THE EXETER PROPERTY GROUP LOT 9C1 IN THE BREWSTER CREEK BUSINESS PARK**

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**WHEREAS**, Exeter Property Group (the “Petitioner”) has filed a petition on the property legally described attached hereto as **Exhibit A** (the “Subject Property”) in the Brewster Creek Business Park Unit 1, for a Site Plan approval and Variations to allow loading docks in the corner side yard and a reduction in the required number of parking spaces; and

**WHEREAS**, the owner of the Subject Property, Elmhurst Chicago Stone, 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 #15-24) and has recommended to the corporate authorities that the Site Plan be approved subject to the conditions and findings of fact set forth in Section Three; and

**WHEREAS**, the Bartlett Zoning Board of Appeals conducted a public hearing on July 7, 2016 pursuant to public notice as required by law, with respect to said petition (#15-24) for variations to allow loading docks in the corner side yard and to reduce the number of required parking spaces in the I-2 EDA, General Industry Economic Development Overlay Area Zoning District, and has recommended to the corporate authorities that the variations requested be granted 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 grant the variations (1) to allow loading docks in the corner side yard and (2) reduce the required number of parking spaces from 449 to 227 as recommended by the Zoning Board of Appeals, provided the conditions set forth in this Ordinance are satisfied; 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 (the "Village Board"), Cook, DuPage and Kane Counties, Illinois as follows:

**SECTION ONE:** The corporate authorities hereby make the following findings of fact regarding the variations based on the satisfaction of the corporations set forth in Sections Two and Five of this Ordinance:

a. That the particular physical surroundings, and shape of the Property would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.

b. That conditions upon which the petition for the variations are based are unique to the property and are not applicable, generally, to other property within the same zoning classification.

c. That the purpose of the variations is not based exclusively upon a desire to make more money out of the property.

d. That the hardship is caused by the provisions of the Bartlett Zoning Ordinance and has not been created by any person presently having an interest in the Property.

e. That the granting of the variations will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood the Property is located within.

f. That the variations will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.

g. That the granting of the variations requested will not confer on the applicant any special privilege that is denied by the provisions of the Bartlett Zoning Ordinance to other lands, structures or buildings in the same district.

**SECTION TWO:** Variations to allow (a) loading docks in the corner side yard, and (b) to reduce the number of required parking spaces to be constructed from 449 parking spaces to 227 parking spaces on Lot 9C1 in the Brewster Creek Business Park Unit 1 Subdivision in the I-2 EDA, General Industry Economic Overlay Area District; the 227 parking spaces of the 449 parking spaces shall be constructed and installed prior to the issuance of an occupancy permit for the Subject Property and 222 parking spaces shall be land banked subject to the terms of the Landbank Parking Agreement attached hereto as **Exhibit B** and expressly incorporated herein, and further subject to the conditions set forth in Section Five of this Ordinance, are hereby granted.

**SECTION THREE:** 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 FOUR:** The Site Plan prepared by Harris Architects, Inc. dated December 23, 2015, last revised July 11, 2016 (the "Site Plan") attached hereto as **Exhibit C**; the Building Elevations prepared by prepared by Harris Architects, Inc. dated December 22, 2015, last revised May 6, 2016 (the "Building Elevations") attached hereto as **Exhibit D** and the Landscape Plans prepared by McCallum Associates dated December 22, 2015 and last revised July 11, 2016 (the "Landscape Plans") attached hereto as **Exhibit E**, each of which are expressly made a part of this Ordinance are hereby approved, subject to the conditions set forth in Section Five of this Ordinance.

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

1. Staff approval of the Engineering Plans;
2. Staff approval of the Landscape Plan;
3. Staff approval of the Photometric Plan;
4. Signage shall be reviewed and approved separately by the Community Development Department in accordance with the Sign Ordinance;
5. 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;
6. 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;
7. Landscaping must be installed within one year of the issuance of a building permit;
8. Execution and delivery of the Landbank Parking Agreement by the Owner to the Village prior to the issuance of building permits;
9. The recording of the Landbank Parking Agreement.
10. The Subject Property shall be developed in strict accordance with (i) the Site Plan attached hereto as Exhibit C, (ii) the Building Elevations attached hereto as Exhibit D, and (iii) the Landscape Plans attached hereto as Exhibit E (except for the Future Landscaping unless required in accordance with the terms of the Landbank Parking Agreement.)
11. The Contract Purchaser and the Prospective Operator shall enter a Public Improvements Completion Agreement (PICA) and shall post security as required in the Bartlett Subdivision Ordinance (the "Subdivision Ordinance") to guaranty that the public improvements designed to serve the Subject Property will be completed, fully paid for and maintained as required in the Subdivision Ordinance.

**SECTION SIX:** The Landbank Parking Agreement which is attached hereto as **Exhibit B** and expressly incorporated herein, is hereby approved, and the Village President and Village Clerk are hereby authorized and directed to sign and attest thereto, respectively.

**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 provision of this Ordinance.

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:           this 19<sup>th</sup> day of July, 2016**

**APPROVED:       this 19<sup>th</sup> day of July, 2016**

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

**ATTEST:**

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

**C E R T I F I C A T I O N**

I, Lorna Giless, 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 19, 2016, approved on July 19, 2016 as the same appears from the official records of the Village of Bartlett.

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

# EXHIBIT A

## LOT 9C1 LEGAL DESCRIPTION

LOT 9C1 IN THE ASSESSMENT PLAT OF PARTS OF LOTS 9 AND 10 IN BREWSTER CREEK BUSINESS PARK UNITS 1 AND 2, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 2015 AS DOCUMENT NUMBER R2015-102954, IN PART OF SECTIONS 4 AND 5, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

## EXHIBIT B

This document prepared by  
and MAIL TO:

Angela L. Zubko  
228 S. Main Street  
Bartlett, Illinois, 60103

### LANDBANK PARKING AGREEMENT

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**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the VILLAGE OF BARTLETT, DuPage, Cook and Kane Counties, Illinois, a home rule municipal corporation of the State of Illinois (hereinafter referred to as the "Village") and Exeter Property Group (hereinafter referred to as the "Owner").

#### WITNESSETH:

**WHEREAS**, the Owner desires to construct and develop a 421,400+/- square foot industrial building (the "Building") on Lot 9C1 in the Brewster Creek Business Park more fully described on **Exhibit A** attached hereto and made part hereof (the "Subject Property"); and

**WHEREAS**, the proposed Industrial Building currently does not have a tenant but proposes to have about 411,400+/- square feet of warehouse space and about 10,000+/- square feet of office space, which under the current Bartlett Zoning Ordinance in effect

as of the date of this Agreement would require 449 parking spaces, unless a variation from the number of required parking spaces is granted by the Bartlett Village President and Board of Trustees (the "Corporate Authorities"); and

**WHEREAS**, the Site Plan for the development of the Industrial Building prepared by Harris Architects, Inc. dated December 23, 2015, last revised July 11, 2016 (the "Site Plan"), a copy of which is attached hereto as **Exhibit B**, identifies and provides for 227 parking spaces, including eight (8) handicapped accessible parking spaces to be installed at the time the Industrial Building is built (the "Initial Parking Improvements"), and depicts 216 future landbanked parking stalls along the west side of the Subject Property immediately adjacent to the Initial Parking Improvements (the "West Landbanked Stalls"), and 6 landbanked parking stalls along the east side of the Subject Property (the "East Landbanked Stalls"); and

**WHEREAS**, the Owner has represented that it intends to use the Industrial Building for a maximum of two tenants and has supplied to Community Development Staff multiple other buildings of this size in other jurisdictions with a reduced amount of parking compared to the Village of Bartlett's Parking requirements, supporting the Owners request for a variation and to allow it to landbank parking; and

**WHEREAS**, the Village Community Development Staff has concurred with the Owner's position based on the Owner's representations, commitment to landbank parking and the ability of the Village to either compel the Owner or its successor to construct additional parking should the Owner or successor fail to do so in the future, should the

Corporate Authorities of the Village determine in the future that additional parking is needed on the Subject Property; and

**WHEREAS**, the Zoning Board of Appeals conducted a public hearing on July 7, 2016 and recommended approval to the Corporate Authorities of a variation to allow the Owner to only construct the Initial Parking Improvements containing 227 parking stalls provided the Owner landbanks 222 parking stalls; and

**WHEREAS**, the Village, in exercise of its home rule powers, and the Owner of the Subject Property are mutually desirous of establishing the means by which the parking landbanking will be provided and the means by which additional parking and associated landscaping will be installed in the future if the Corporate Authorities determine that additional parking on the Subject Property is necessary; and

**WHEREAS**, the Village Corporate Authorities granted site plan approval and a variation to allow for the provision of only 227 parking spaces on the Subject Property contingent upon the Owner entering into this Landbank Agreement allowing the Owner to landbank 222 parking stalls and associated landscaping to properly screen the future landbanked parking and the posting of a letter of credit, performance bond and labor and material payment bond, or cash bond in the amount of \$218,685 to secure the Owner's obligation to construct the additional parking and install associated landscaping in the event the Corporate Authorities determine that it is necessary and the Owner fails to install said additional parking and landscaping within the time limits hereinafter set forth;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. The foregoing recitals are hereby incorporated in this Paragraph 1 as if said recitals were fully set forth herein.

2. The two hundred and twenty-two (222) parking stalls of landbanked parking for the Subject Property, as shown on the Site Plan attached hereto as **Exhibit B** and expressly made a part hereof, and the landscaping associated therewith as depicted on **Exhibit C** attached hereto and made a part hereof, shall be subject to the terms and conditions of this Agreement.

3. In the event the Corporate Authorities determine, in its sole discretion, that the employees of the tenants, guests and invitees that occupy the Building consistently and/or regularly park along the public rights of way and/or on the Subject Property but not in designated parking spaces because the 227 Initial Parking Improvements are often full and are insufficient to meet the parking demand of the users of the Subject Property without regard to which tenant or occupant is the cause if there is more than one tenant or occupant of the Building and/or the Subject Property, then the Corporate Authorities shall send a written demand to install all or such portion of the landbanked parking spaces as the Corporate Authorities determine. Prior to making its determination and serving said demand, the Corporate Authorities shall have given the Owner not less than thirty (30) days prior written notice that it is considering making said demand upon the Owner, and the Corporate Authorities shall take into consideration the recommendation of the Owner, and the actions taken by the Owner to alleviate any parking problems. In the event a mutually agreed upon solution and time period for corrective action is not reached within said thirty (30) days, written demand of the Corporate Authorities shall be sent to

the Owner, and the Owner shall thereupon proceed to install the parking and associated landscaping within ninety (90) days, in accordance with the applicable Village codes and ordinances, at the Owner's sole cost and expense.

4. If the aforesaid demand from the Village to install the parking and associated landscaping is mailed to the Owner on or after January 15<sup>th</sup> but before August 15<sup>th</sup>, then the Owner shall complete the construction, paving and striping of the parking lot and installation of associated landscaping within 90 days of the date of the notice.

5. If the aforesaid notice from the Village to install the parking is mailed to the Owner on or after August 15<sup>th</sup> but before January 15<sup>th</sup>, then the Owner shall complete the construction, paving and striping of the parking lot and installation of associated landscaping by the following May 30<sup>th</sup>.

Notwithstanding the foregoing, the installation period may be extended by the Corporate Authorities in the event that the Owner has diligently pursued installation, but has been unavoidably delayed due to adverse weather conditions.

6. Nothing contained herein shall prohibit the Owner from installing any of the landbanked stalls on its own volition at any time it or any of its successors determine they are necessary, provided they are constructed in accordance with all Village codes and ordinances then in effect and obtain the proper permits.

7. To ensure the completion and installation of the landbanked parking stalls and associated landscaping and payment of the cost thereof in full, the Owner shall deposit with the Village Treasurer security in the amount of \$218,685 in one of the following forms: (i) a letter of credit; (ii) a performance bond and a labor and material payment bond; or (iii)

a cash bond, in the form set forth in Appendix F of the Bartlett Subdivision & PUD Ordinance, except for such modifications thereto as are approved by the Village Attorney. If a letter of credit is furnished it must be from a financial institution meeting at least the minimum financial requirements of financial institutions issuing security for public improvements set forth in the Subdivision Ordinance. If a performance bond and labor and material payment bond are furnished, it must be issued by a surety meeting at least the minimum rating requirements for sureties issuing security for public improvements set forth in the Subdivision Ordinance. Said security shall remain in place for a period of three (3) years after the Building is fully leased and occupied.

8. The Owner hereby grants to the Village of Bartlett and to its employees, contractors, and designees a non-exclusive license over, upon, across, through and under those portions of the Subject Property designated on the Site Plan as the West Landbanked Stalls and the East Landbanked Stalls to install additional parking and landscaping, and (2) such additional portions of the Subject Property the Village Engineer deems necessary for ingress, egress, access, staging, and to install landscaping in the event the Owner fails to construct additional parking and landscaping within the time limits set forth herein. Any contractor hired by the Village shall be required to procure and maintain during the period of construction not less than \$1,000,000 commercial general liability insurance.

9. In addition to the rights and remedies set forth in paragraphs 7 and 8 above, should the Owner fail to complete the installation of the parking and associated landscaping in accordance with the schedule of completion set forth in Paragraphs 4 and

5 hereof, the Village shall have the following additional rights and remedies, none of which shall be exclusive:

- (A) The right to sue for breach of contract, whether in law or in equity, for damages, specific performance, or any other legal remedy deemed appropriate by the Village;
- (B) The right to revoke the certificate of occupancy for the premises; and
- (C) The right to enter upon the Subject Property and install the additional parking improvements the Corporate Authorities determine are necessary using the Security posted by the Owner, if it is then still required to be posted, otherwise with monies collected from the Owner voluntarily or from a judgement; and
- (D) The right to recover the Village Attorney's fees and court costs in any enforcement action.

10. This Agreement shall run with the land and shall be binding on the Owner, its successors in interest and assigns. The Village shall cause a copy of this Agreement to be recorded in the Office of the Recorder of Deeds of DuPage County. The Owner shall apprise future owners of their rights and obligations hereunder.

11. The term of this Agreement shall be ten (10) years from the date of execution hereof. Thereafter the Agreement shall be renewed automatically for an additional ten (10) year period or until all the landbanked parking stalls and landscaped has been installed, whichever is earlier. Upon expiration of the Agreement, and at the end of said twenty (20) year period, unless this Agreement has been renewed or extended by the mutual agreement of the parties, the Owner shall not be required to install any remaining landbanked parking stalls and/or associated landscaping required by the codes and ordinances of the Village. Notwithstanding the expiration of the Agreement pursuant to this Paragraph 11, the Village shall retain all enforcement rights under Paragraph 9

hereof, if the Village has sent a demand to the Owner to install the additional parking within the initial ten (10) year term or the additional ten (10) year period, until the installation has been completed and approved by the Village.

12. This Agreement incorporates the full and complete understanding of the parties with respect to landbanked parking and the installation of parking areas and associated landscaping on the Subject Property to the exclusion of any terms or conditions not expressly set forth herein.

13. This Agreement shall be governed by the laws of the State of Illinois.

**[End of Page. Signature Page Follows.]**

**IN WITNESS WHEREOF**, the Owner and the Village have hereunto executed this Agreement and affixed their respective seals on the day and year first above written.

VILLAGE OF BARTLETT

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

ATTEST:

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

EXETER PROPERTY GROUP

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

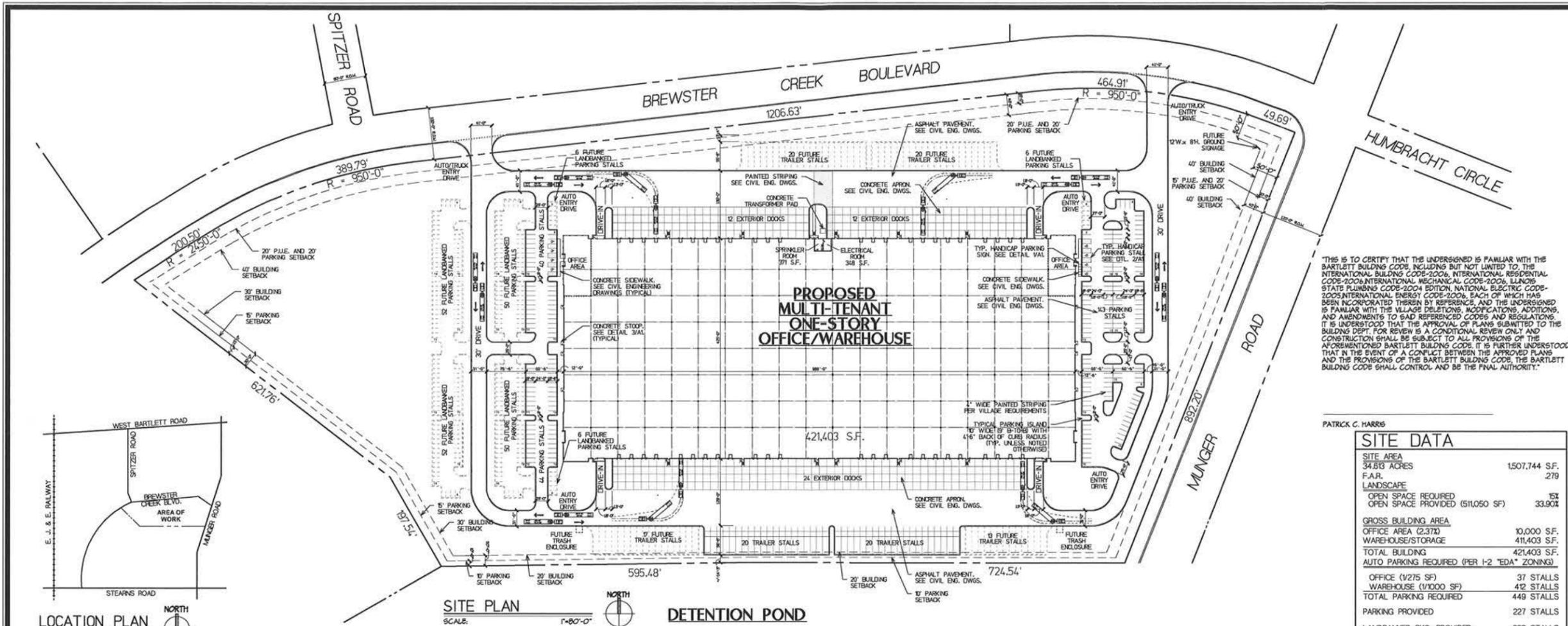
ATTEST:

\_\_\_\_\_  
Secretary

# EXHIBIT A

## LOT 9C1 LEGAL DESCRIPTION

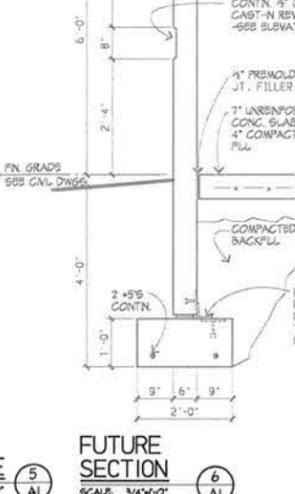
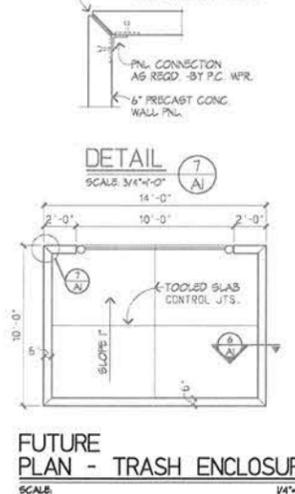
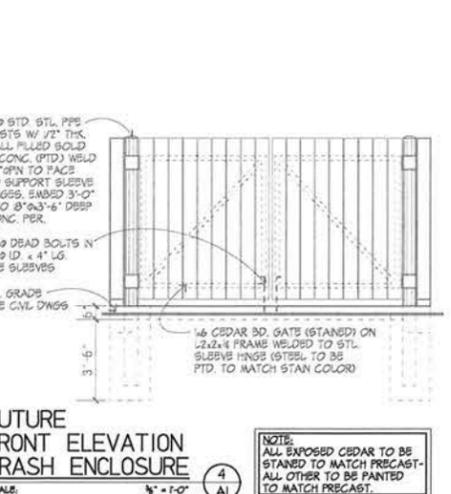
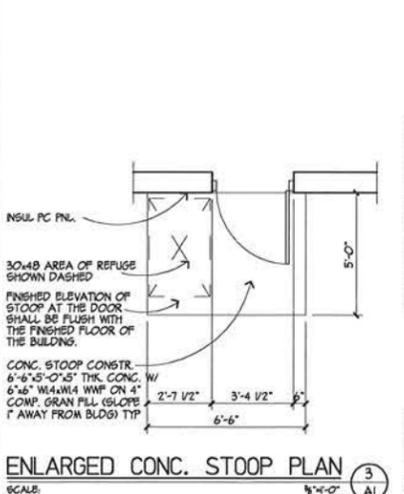
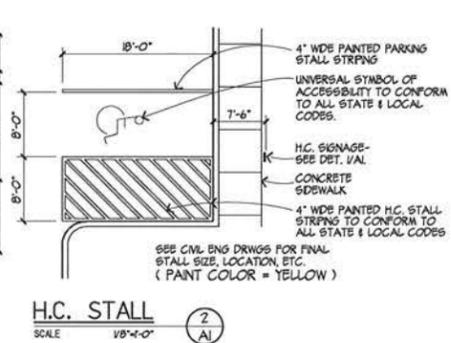
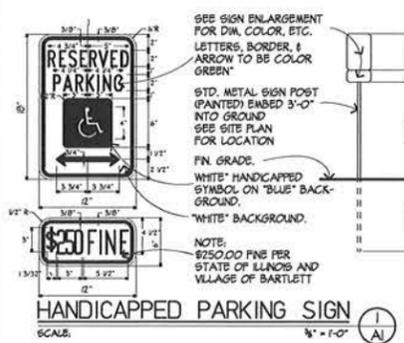
LOT 9C1 IN THE ASSESSMENT PLAT OF PARTS OF LOTS 9 AND 10 IN BREWSTER CREEK BUSINESS PARK UNITS 1 AND 2, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 2015 AS DOCUMENT NUMBER R2015-102954, IN PART OF SECTIONS 4 AND 5, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



THIS IS TO CERTIFY THAT THE UNDERSIGNED IS FAMILIAR WITH THE BARTLETT BUILDING CODE, INCLUDING BUT NOT LIMITED TO THE INTERNATIONAL BUILDING CODE-2006, INTERNATIONAL RESIDENTIAL CODE-2006, INTERNATIONAL MECHANICAL CODE-2006, ILLINOIS STATE PLUMBING CODE-2004 EDITION, NATIONAL ELECTRIC CODE-2005, INTERNATIONAL ENERGY CODE-2006, EACH OF WHICH HAS BEEN INCORPORATED THEREIN BY REFERENCE, AND THE UNDERSIGNED IS FAMILIAR WITH THE VILLAGE DELETIONS, MODIFICATIONS, ADDITIONS, AND AMENDMENTS TO SAID REFERENCED CODES AND REGULATIONS. IT IS UNDERSTOOD THAT THE APPROVAL OF PLANS SUBMITTED TO THE BUILDING DEPT. FOR REVIEW IS A CONDITIONAL REVIEW ONLY AND CONSTRUCTION SHALL BE SUBJECT TO ALL PROVISIONS OF THE AFORESAID BARTLETT BUILDING CODE. IT IS FURTHER UNDERSTOOD THAT IN THE EVENT OF A CONFLICT BETWEEN THE APPROVED PLANS AND THE PROVISIONS OF THE BARTLETT BUILDING CODE, THE BARTLETT BUILDING CODE SHALL CONTROL AND BE THE FINAL AUTHORITY.

PATRICK C. HARRIS

SITE DATA	
SITE AREA	1507,744 S.F.
34.83 ACRES	
F.A.R.	279
LANDSCAPE	
OPEN SPACE REQUIRED	5%
OPEN SPACE PROVIDED (511,050 SF)	33.90%
GROSS BUILDING AREA	
OFFICE AREA (2,374)	10,000 S.F.
WAREHOUSE/STORAGE	411,403 S.F.
TOTAL BUILDING	421,403 S.F.
AUTO PARKING REQUIRED (PER I-2 "EDA" ZONING)	
OFFICE (1/275 SF)	37 STALLS
WAREHOUSE (1/1000 SF)	412 STALLS
TOTAL PARKING REQUIRED	449 STALLS
PARKING PROVIDED	227 STALLS
LANDBANKED PKG. PROVIDED	
	222 STALLS
TRAILER STALLS	
	40 TRAILER STALLS
	70 FUTURE STALLS
EXTERIOR DOCKS	
	48 DOCKS
DRIVE-IN DOORS	
	4 DOORS



- GENERAL NOTES:
- SEE CIVIL ENGINEERING DRAWINGS FOR OTHER DIMENSIONS, NOTES AND DETAILS.
  - ALL DIMENSIONS ARE FROM BACK FACE OF CURB OR BUILDING UNLESS NOTED OTHERWISE.
  - EXACT LOCATION OR PLACEMENT OF NEW BLDG. INDICATED ABOVE SHALL BE DETERMINED BY LAND SURVEYOR HIRED BY G.C. AND SHALL COORDINATE & INFORM THE ARCHITECT OF ANY DISCREPANCY PRIOR TO STARTING WORK.

CONSTRUCTION DATA

BUILDING CODE:	BBC ORDINANCE 2014-46-BC 2012
BUILDING HEIGHT:	32'-0" CLEAR INSIDE FIRST COLUMN OFF DOCK WALLS.
ZONING:	T-2 EDA ECONOMIC OVERLAY DISTRICT OVERLAY DISTRICT
CONSTRUCTION TYPE:	TYPE 2B-UNPROTECTED NON-COMBUSTIBLE UN-LIMITED AREA
OCCUPANCY TYPE:	T-3 BUSINESS (ACCESSORY TO MAJOR USE) T-5 MODERATE HAZARD STORAGE
HANDICAPPED PARKING:	HANDICAPPED PARKING AND SIGNS PER APRIL, 1997 STATE OF ILLINOIS ACCESSIBILITY STANDARDS
FIRE PROTECTION:	BUILDING TO BE EQUIPPED THROUGHOUT WITH E.S.F.R. AUTOMATIC FIRE SUPPRESSION SYSTEM. REFER TO FIRE PROTECTION DRAWINGS BY OTHERS.

INDEX TO DRAWINGS

A1.0	SITE PLAN, SITE DATA & DETAILS
A2.0	BUILDING ELEVATIONS
A2.1	BUILDING ELEVATIONS
A3.0	BASEFLOOR FLOOR PLAN
A3.1	PARTIAL FLOOR PLAN - WEST
A3.2	PARTIAL FLOOR PLAN - EAST
A4.0	DOOR SCHEDULE, DOOR TYPES, DETAILS
A5.0	ROOF PLAN
A6.0	WALL SECTIONS
A6.1	WALL SECTIONS
A6.2	WALL SECTIONS, DETAILS

THIS BUILDING SHALL HAVE AN APPROVED STREET ADDRESS NUMBER, BUILDING NUMBER, OR VILLAGE APPROVED BUILDING IDENTIFICATION SIGN PLACED IN A LOCATION THAT IS PLAINLY LEGIBLE AND VISIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY. ALL LETTERS AND NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND. ALL CHARACTERS TO BE 4" TALL MIN. WITH 1/2" STROKE WIDTH. FIELD VERIFY LOCATION, COLOR AND TYPE OF BUILDING IDENTIFICATION WITH THE LOCAL GOVERNING AUTHORITY.

# EXETER - BREWSTER CREEK

421,403 SF SPECULATIVE OFFICE/WAREHOUSE  
 BREWSTER CREEK BUSINESS PARK, BARTLETT ILLINOIS

**EXETER PROPERTY GROUP**

**Meridian DESIGN BUILD**  
 847-374-9200  
 www.meridiandb.com

DESIGN REGISTRATION #BK-000073  
**HARRIS ARCHITECTS INC.**  
 465 GARDEN CITY BLVD.  
 BARTLETT, IL 60109  
 CONTACT: G. HARRIS

NEW MULTITENANT FACILITY  
**EXETER - BREWSTER CREEK**  
 LOT 101 - BREWSTER CREEK BUSINESS CENTER BARTLETT, IL

ISSUED FOR SET PLAN REVIEW  
 VILLAGE COMMENTS  
 02-04-2016  
 ISSUED FOR PERMITS REVIEW  
 VILLAGE COMMENTS  
 07-04-2016

PROJECT NO. 216230  
 DRAWN BY: GL  
 DATABASE: 216230918.DWG  
 SHEET NO. A1.0  
 TOTAL SHEETS

EXHIBIT B

Exeter Lot 9C1

Barlett, Illinois

DAVID R. McCALLUM ASSOCIATES, INC.  
LANDSCAPE ARCHITECTS  
360 N. Milwaukee Avenue | Libertyville, Illinois 60048  
T 847.262.0291 F 847.262.0294

McCALLUM ASSOCIATES



Landscape Plan

5	Response to Village Comments	07/16
4	Village Comments	05/06/16
3	Village Comments	02/12/16
2	Village Comments	02/01/16
1	For Review	12/22/15
Mark	Description	Date

Issuance

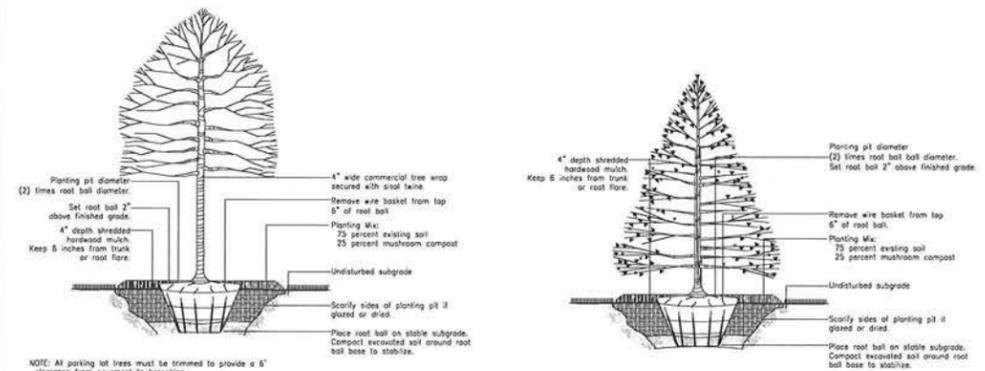
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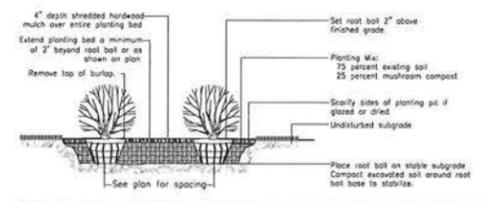
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EXHIBIT C

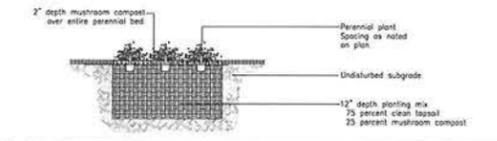


Detail  
Deciduous Tree Planting



Detail  
Shrub Planting

Detail  
Evergreen Tree Planting



Detail  
Perennial Planting

**No Mow Seed Mix**

Longifolium Chewings Fescue	23.60%
Sheep Fescue	23.60%
Chenopod Fescue	11.84%
Shoreland Slender Creeping Red Fescue	11.84%
Navigator Creeping Red Fescue	12.33%
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-angiae	New England Aster	0.125
Aster laevis	Smooth Blue Aster	0.125
Bouteloua curtipendula	Side Oats Grama	1
Carex stipata	Common Fox Sedge	0.125
Carex tribuloides	Awl-Fruited Sedge	0.125
Carex vulpinoidea	Brown Fox Sedge	0.125
Partridge Pea	Partridge Pea	0.125
Tall Coreopsis	Tall Coreopsis	0.125
Echinacea purpurea	Purple Coneflower	0.125
Conoclinium ovale	Canada Wild Rye	2
Elymus virginicus	Virginia Wild Rye	1
Eryngium yuccifolium	Bottleneck Master	0.125
Heliopsis helianthoides	False Sunflower	0.125
Monarda filifolia	Wild Bergamot	0.125
Panicum virgatum	Switch Grass	2
Penstemon digitalis	Purple Beardtongue	0.063
Polypodium purpureum	Purple Prairie Clover	0.125
Rubus pinnatis	Yellow Caneflower	0.25
Rubus odoratus	Brown Eyed Susan	0.125
Rosa blanda	Rose Hips	0.125
Siphium integrifolium	Compass Plant	0.125
Siphium laciniatum	Prairie Dock	0.125
Siphium terribiliflorum	Prickly Pear	0.125
Solidago nemoralis	Crey Goldenrod	0.063
Solidago rigida	Stiff Goldenrod	0.063
Scrophularia mollis	Indian Grass	2
Verbena hastata	Blue Vervain	0.063
Verbena stricta	Hoary Vervain	0.063
TOTAL:		15.59

**Plant List | Phase 1**

Key	Qty.	Size	Botanical Name	Common Name	Remarks
ACF	13	2.5"	Acer x freemanii 'Autumn Blaze'	Autumn Blaze Freeman Maple	BB
ACN	11	2.5"	Acer nigrum	Black Maple	BB
AMC	8	2.5"	Acer prinosoides 'Columnare'	Columnar Norway Maple	BB
CEO	37	2.5"	Celtis occidentalis 'Prairie Pride'	Prairie Pride Common Hackberry	BB
GPS	8	2.5"	Ginkgo biloba 'Princeton Sentry'	Princeton Sentry Ginkgo	BB
GIS	18	2.5"	Quercus laevis	Swamp White Oak	BB
QUB	12	2.5"	Quercus bicolor	Skyline Throness Honeylocust	BB
QUC	11	2.5"	Quercus muhlenbergii	Chickadee Oak	BB
QUR	10	2.5"	Quercus rubra	Red Oak	BB
SJR	12	2.5"	Syringa reticulata 'Honey Six'	Honey Six Japanese Tree Lilac	BB
ULM	30	2.5"	Ulmus x 'Marston Glossy'	Triumph Elm	BB

**Ornamental Trees**

Key	Qty.	Size	Botanical Name	Common Name	Remarks
AMC	4	8"	Amelanchier canadensis	Shadblow Serviceberry	BB/Clump
COM	2	6"	Cornus imms	Vernal Witchhazel	BB/Clump
HMV	2	6"	Hamamelis vernalis	Sargent Crabapple	BB/Clump
MLS	4	4"	Malus sargentii	Sargent Crabapple	BB/Clump

**Evergreen Trees**

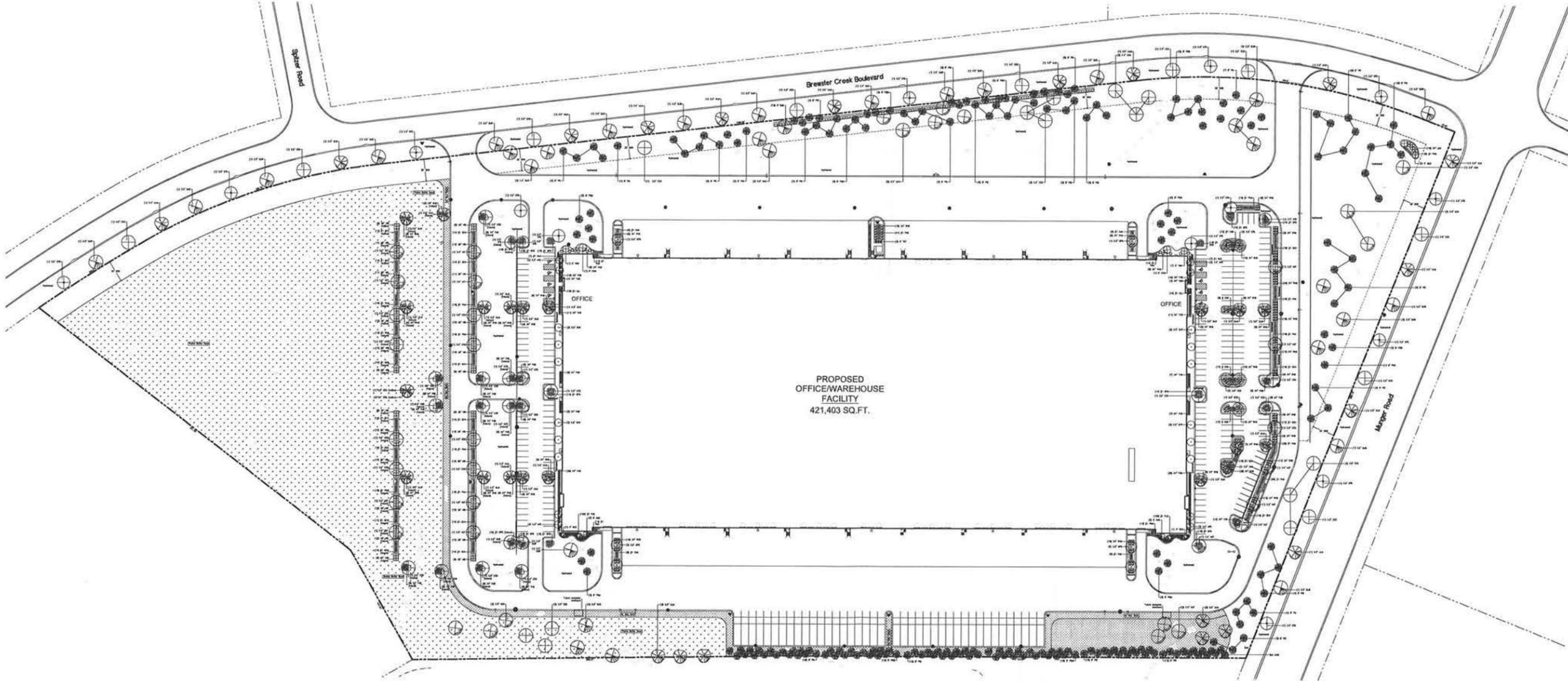
Key	Qty.	Size	Botanical Name	Common Name	Remarks
PGD	32	8"	Picea glauca 'Densata'	Black Hills Spruce	BB
PIA	65	8"	Picea abies	Norway Spruce	BB
PIE	47	8"	Picea pungens	Colorado Green Spruce	BB
PO	31	8"	Picea canadensis	Serbian Spruce	BB
PSM	34	8"	Pseudotsuga menziesii	Douglas Fir	BB

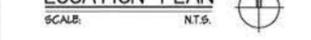
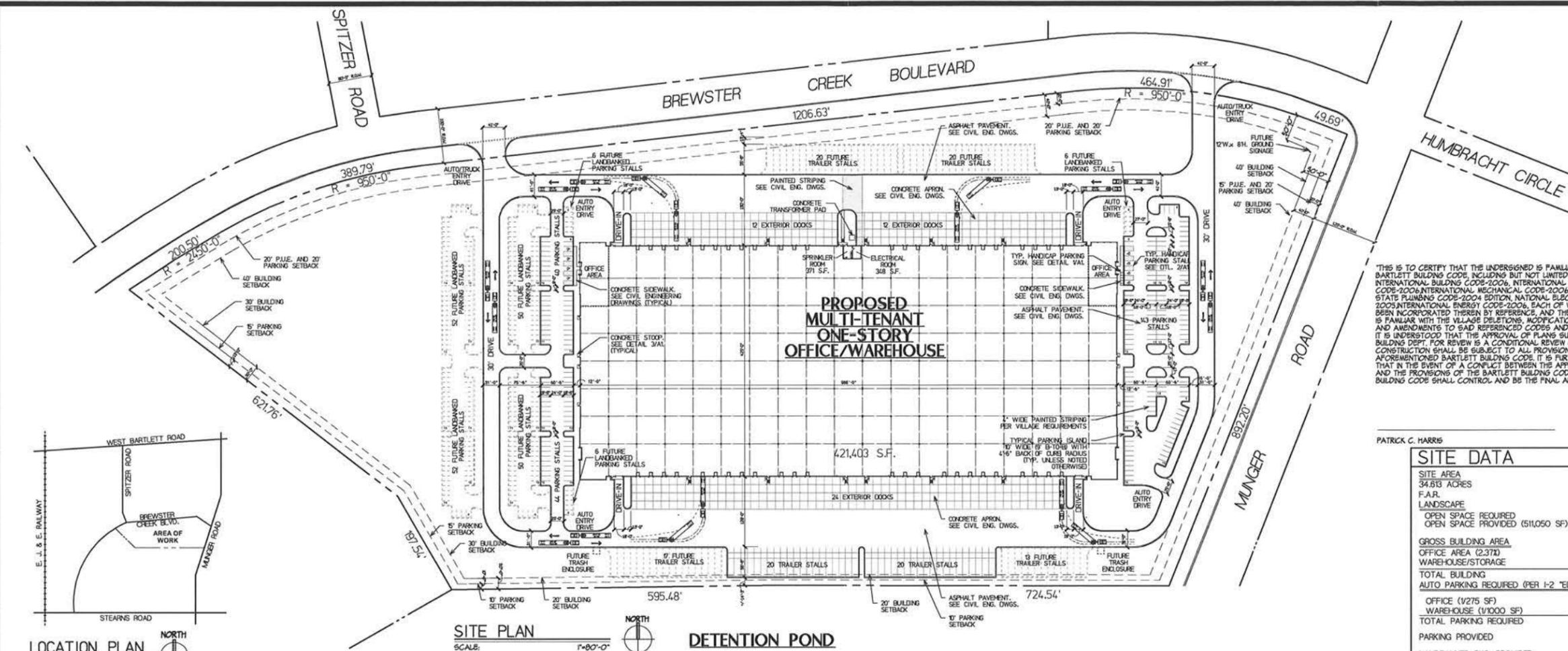
**Shrubs**

Key	Qty.	Size	Botanical Name	Common Name	Remarks
FVB	173	24"	Forsythia viridissima 'Bronensis'	Bronx Dwarf Forsythia	BB
HQ	15	24"	Hydrangea quercifolia	Oakleaf Hydrangea	BB
JCS	10	24"	Juniperus chinensis 'Sargentii'	Sargent Juniper	BB
RHG	305	24"	Rhus aromatica 'Gra-Low'	Gra-Low Fragrant Sumac	BB
SKK	73	36"	Syringa patula 'Miss Kim'	Miss Kim Dwarf Lilac	BB
TW	8	24"	Taxus x media 'Bonsaiformis'	Dense Yew	BB
TOT	3	6"	Thuja occidentalis 'Tachyuni'	Mission Arborvitae	BB
VD	119	36"	Viburnum dentatum 'Ralph Senior'	Autumn Jazz Viburnum	BB

**Perennials and Ornamental Grasses**

Key	Qty.	Size	Botanical Name	Common Name	Remarks
ALL	32	#1	Allium 'Summer Beauty'	Summer Beauty Allium	Container
CMK	75	#1	Colomatragis acutiflora 'Karl Foerster'	Feather Reed Grass	Container
HG	14	#1	Hemerocallis 'Little Grapette'	Little Grapette Daylily	Container
PAN	260	#1	Panicum virgatum	Switch Grass	Container
PLB	204	#1	Pennisetum alopecuroides 'Little Bunny'	Little Bunny Fountain Grass	Container
SCM	152	#1	Schizanthus scapularum	Little Bluestem	Container
SPO	124	#1	Sporobolus heterostachyus	Prairie Dropseed	Container

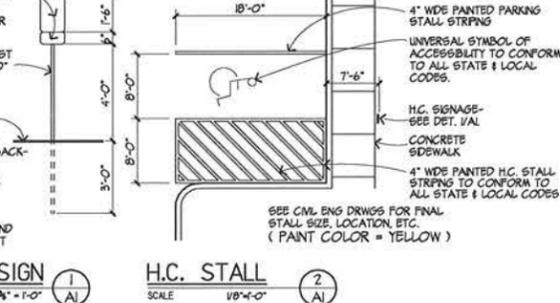




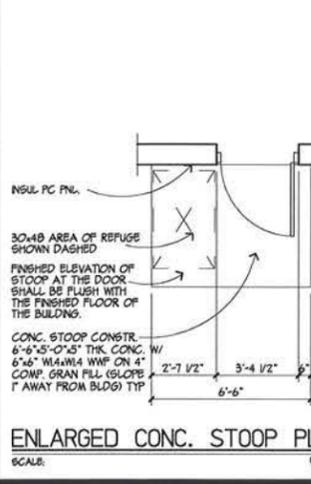
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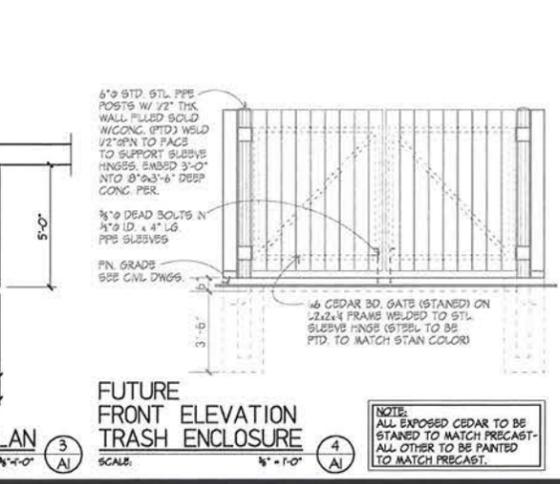
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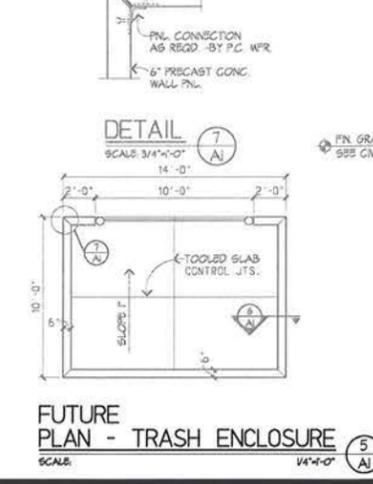
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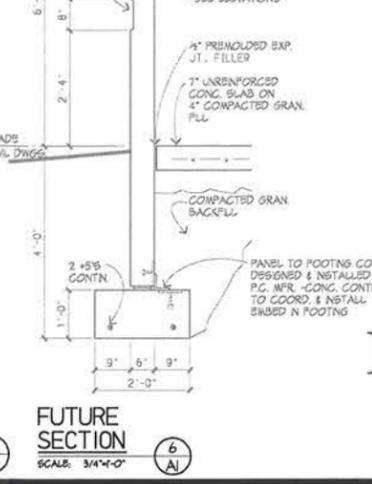
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SCALE: 3/4" = 1'-0"



FUTURE FRONT ELEVATION TRASH ENCLOSURE  
SCALE: 3/4" = 1'-0"



FUTURE PLAN - TRASH ENCLOSURE  
SCALE: 1/4" = 1'-0"



FUTURE SECTION  
SCALE: 3/4" = 1'-0"

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS FAMILIAR WITH THE BARTLETT BUILDING CODE INCLUDING BUT NOT LIMITED TO THE INTERNATIONAL BUILDING CODE-2006, INTERNATIONAL RESIDENTIAL CODE-2006, INTERNATIONAL MECHANICAL CODE-2006, ILLINOIS STATE PLUMBING CODE-2004 EDITION, NATIONAL ELECTRIC CODE-2005, INTERNATIONAL ENERGY CODE-2006, EACH OF WHICH HAS BEEN INCORPORATED THEREIN BY REFERENCE, AND THE UNDERSIGNED IS FAMILIAR WITH THE VILLAGE DELETIONS, MODIFICATIONS, ADDITIONS, AND AMENDMENTS TO SAID REFERENCED CODES AND REGULATIONS. IT IS UNDERSTOOD THAT THE APPROVAL OF PLANS SUBMITTED TO THE BUILDING DEPT. FOR REVIEW IS A CONDITIONAL REVIEW ONLY AND CONSTRUCTION SHALL BE SUBJECT TO ALL PROVISIONS OF THE AFORESAID BARTLETT BUILDING CODE. IT IS FURTHER UNDERSTOOD THAT IN THE EVENT OF A CONFLICT BETWEEN THE APPROVED PLANS AND THE PROVISIONS OF THE BARTLETT BUILDING CODE, THE BARTLETT BUILDING CODE SHALL CONTROL AND BE THE FINAL AUTHORITY.

PATRICK C. HARRIS

SITE DATA	
SITE AREA	1507,744 S.F.
F.A.R.	279
LANDSCAPE	
OPEN SPACE REQUIRED	15%
OPEN SPACE PROVIDED (511,050 SF)	33.90%
GROSS BUILDING AREA	
OFFICE AREA (2,371)	10,000 S.F.
WAREHOUSE/STORAGE	411,403 S.F.
TOTAL BUILDING	421,403 S.F.
AUTO PARKING REQUIRED (PER I-2 "EDA" ZONING)	
OFFICE (1/275 SF)	37 STALLS
WAREHOUSE (1/1000 SF)	412 STALLS
TOTAL PARKING REQUIRED	449 STALLS
PARKING PROVIDED	
LANDBANKED PKG. PROVIDED	222 STALLS
TRAILER STALLS	40 TRAILER STALLS 70 FUTURE STALLS
EXTERIOR DOCKS	
DRIVE-IN DOORS	48 DOCKS 4 DOORS

GENERAL NOTES:  
 1. SEE CIVIL ENGINEERING DRAWINGS FOR OTHER DIMENSIONS, NOTES AND DETAILS.  
 2. ALL DIMENSIONS ARE FROM BACK FACE OF CURB OR BUILDING UNLESS NOTED OTHERWISE.  
 3. EXACT LOCATION OR PLACEMENT OF NEW BLDG. INDICATED ABOVE SHALL BE DETERMINED BY LAND SURVEYOR HIRING BY G.C. AND SHALL COORDINATE & INFORM THE ARCHITECT OF ANY DISCREPANCY PRIOR TO STARTING WORK.

OCCUPANCY LOAD	
OCCUPANT LOAD	BUILDING AREA
OFFICE (2,371) - 10,000 SF/100 SF	412,403 SF
WAREHOUSE (15,253) - 41,403 SF/500 SF	812 PEOPLE
TOTAL OCCUPANT LOAD	922 PEOPLE
EGRESS WIDTH REQUIRED AS:	
OFFICE - 5' (200)	30'
WAREHOUSE - 5' (603)	30.45'
EGRESS WIDTH PROVIDED:	
OFFICE - (4) OPENINGS @ 72"	280'
WAREHOUSE - (28) OPENINGS @ 36"	1008'

CONSTRUCTION DATA	
BUILDING CODE:	BBC ORDINANCE 2014-46-BC 2012
BUILDING HEIGHT:	32'-0" CLEAR INSIDE FIRST COLUMN OFF DOCK WALLS.
ZONING:	I-2 "EDA" ECONOMIC OVERLAY DISTRICT OVERLAY DISTRICT
CONSTRUCTION TYPE:	TYPE 2B-UNPROTECTED NON-COMBUSTIBLE, UN-LIMITED AREA
OCCUPANCY TYPE:	"B" BUSINESS (ACCESSORY TO MAJOR USE) "S-1" MODERATE HAZARD STORAGE
HANDICAPPED PARKING:	HANDICAPPED PARKING AND SIGNS PER APRIL, 1997 STATE OF ILLINOIS ACCESSIBILITY STANDARDS
FIRE PROTECTION:	BUILDING TO BE EQUIPPED THROUGHOUT WITH B.S.F.R. AUTOMATIC FIRE SUPPRESSION SYSTEM. REFER TO FIRE PROTECTION DRAWINGS BY OTHERS.

INDEX TO DRAWINGS	
A10	SITE PLAN, SITE DATA & DETAILS
A20	BUILDING ELEVATIONS
A30	EGRESS FLOOR PLAN
A31	PARTIAL FLOOR PLAN - WEST
A32	PARTIAL FLOOR PLAN - EAST
A40	DOOR SCHEDULES, DOOR TYPES, DETAILS
A50	ROOF PLAN
A60	WALL SECTIONS
A61	WALL SECTIONS
A62	WALL SECTIONS, DETAILS

THIS BUILDING SHALL HAVE AN APPROVED STREET ADDRESS NUMBER, BUILDING NUMBER, OR VILLAGE APPROVED BUILDING IDENTIFICATION SIGN PLACED IN A LOCATION THAT IS PLAINLY LEGIBLE AND VISIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY. ALL LETTERS AND NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND. ALL CHARACTERS TO BE 4" TALL MIN. WITH 1/2" STROKE WIDTH. FIELD VERIFY LOCATION, COLOR AND TYPE OF BUILDING IDENTIFICATION WITH THE LOCAL GOVERNING AUTHORITY.

# EXETER - BREWSTER CREEK

421,403 SF SPECULATIVE OFFICE/WAREHOUSE  
 BREWSTER CREEK BUSINESS PARK, BARTLETT ILLINOIS

**EXETER PROPERTY GROUP**

**Meridian DESIGN BUILD**  
 www.meridiandb.com 647-374-9200

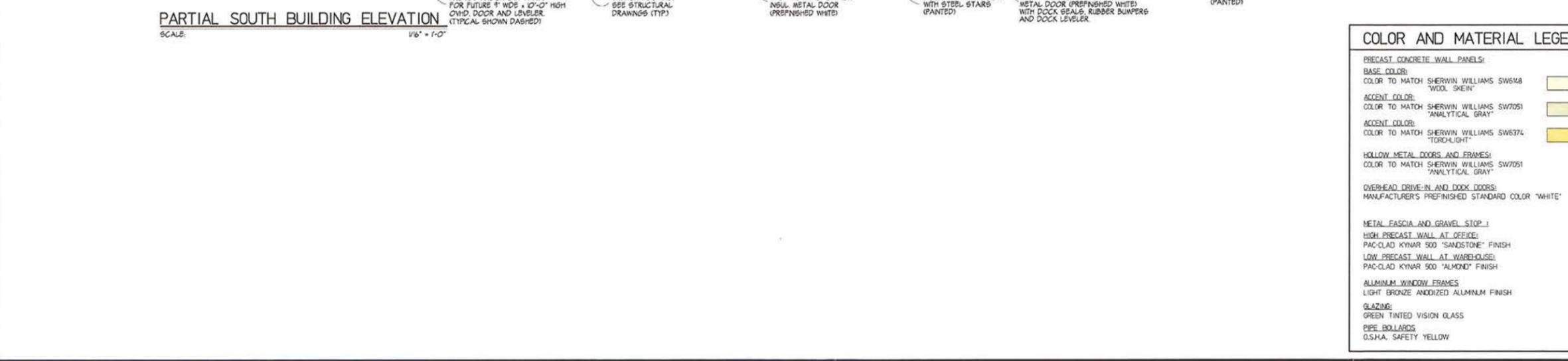
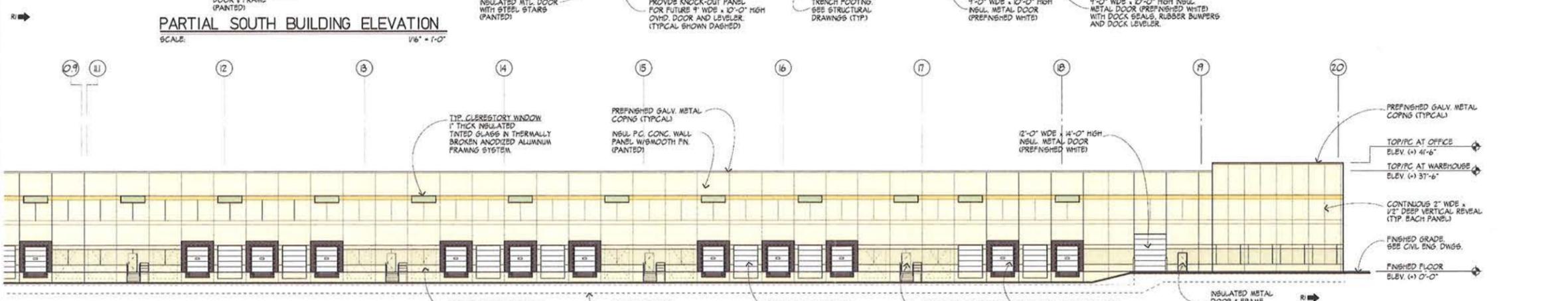
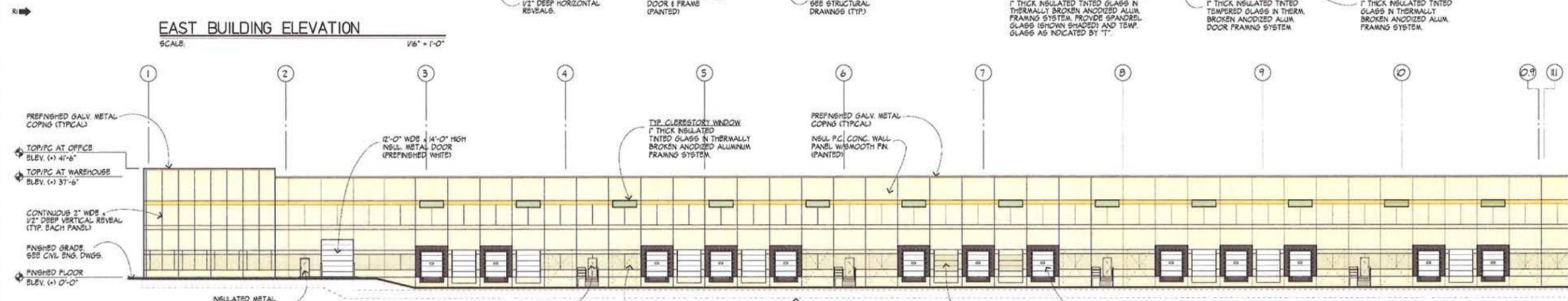
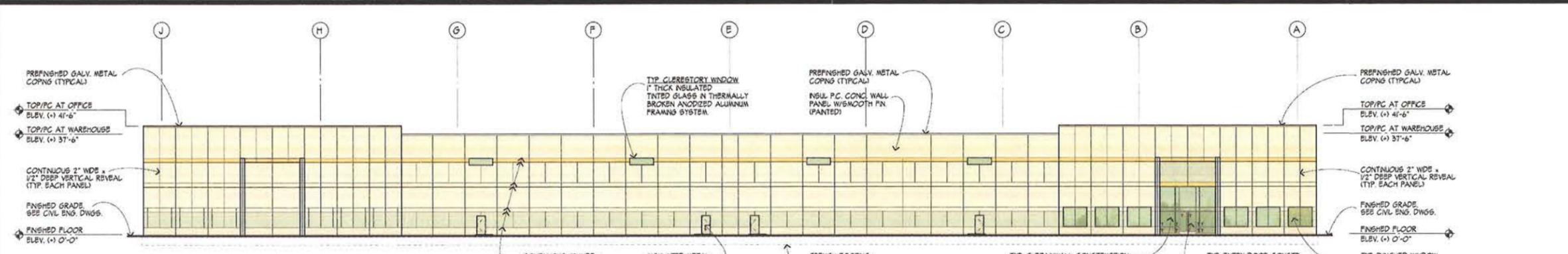
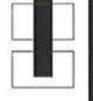
DESIGN REGISTRATION #184-00073  
**HARRIS ARCHITECTS INC.**  
 480 NATIONAL AVENUE BARTLETT, ILLINOIS 60109  
 CONTACT: G. HARRIS AT 647-374-9200

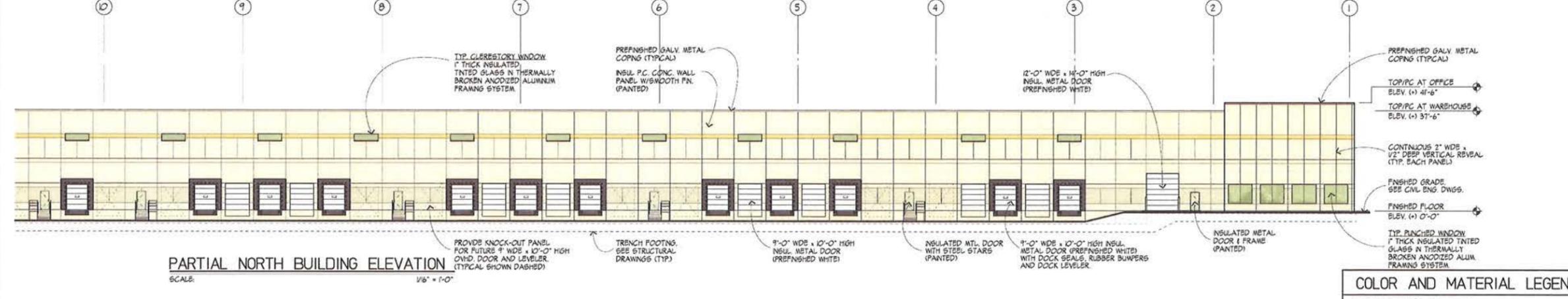
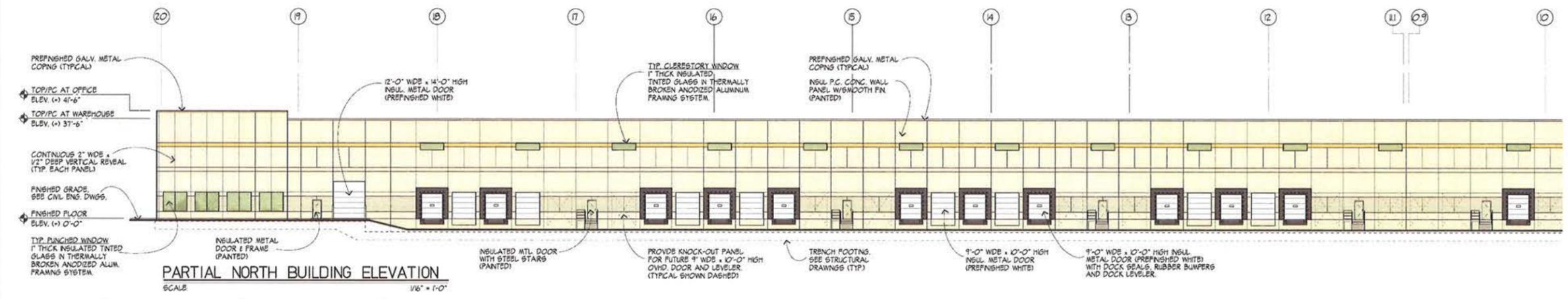
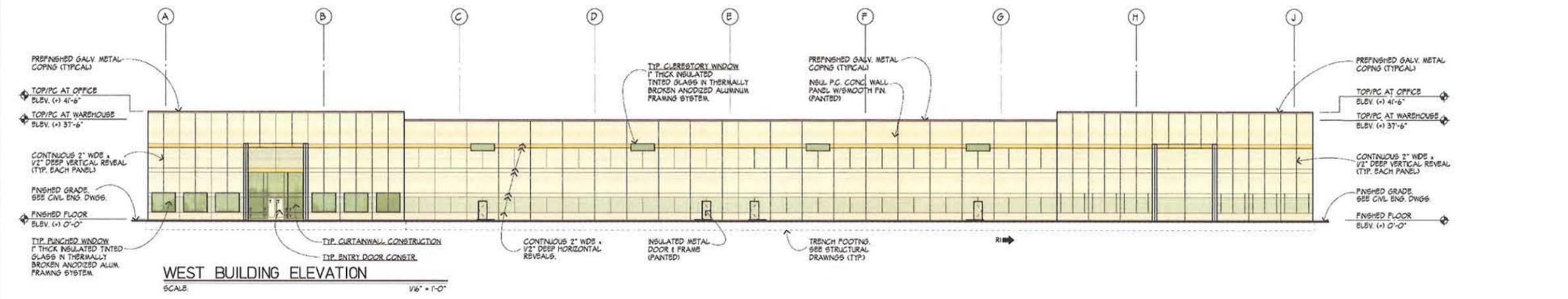
NEW MULTI-TENANT FACILITY  
**EXETER - BREWSTER CREEK**  
 LOT101 - BREWSTER CREEK BUSINESS CENTER BARTLETT, IL

ISSUED FOR SITE PLAN REVIEW 02-28-2025  
 ISSUED FOR VILLAGE COMMENTS 03-04-2025  
 ISSUED FOR VILLAGE COMMENTS 03-11-2025  
 ISSUED FOR VILLAGE COMMENTS 03-11-2025

PROJECT NO. 26231  
 DRAWN BY: GJ  
 DATABASE: 26231SITE.DB  
 SHEET NO. A1.0  
 TOTAL SHEETS 1.0F/11 SHEETS

EXHIBIT C



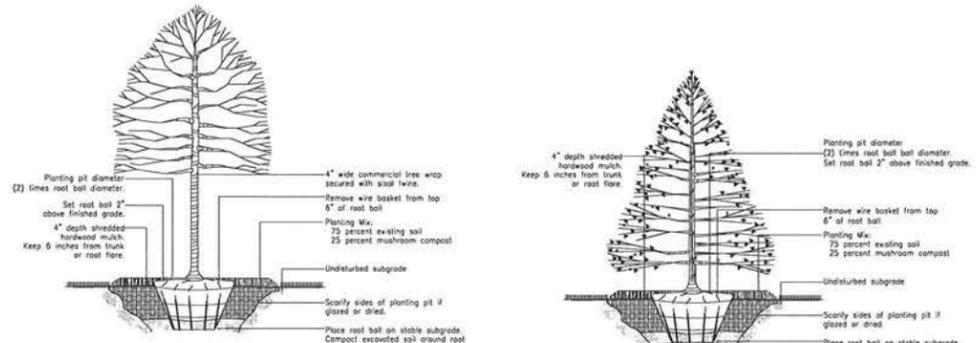


**COLOR AND MATERIAL LEGEND**

<b>PRECAST CONCRETE WALL PANELS:</b>	
BASE COLOR:	
COLOR TO MATCH SHERWIN WILLIAMS SW618 "WOL. SKEW"	
ACCENT COLOR:	
COLOR TO MATCH SHERWIN WILLIAMS SW701 "ANALYTICAL GRAY"	
ACCENT COLOR:	
COLOR TO MATCH SHERWIN WILLIAMS SW6374 "TORO-LIGHT"	
<b>HOLLOW METAL DOORS AND FRAMES:</b>	
COLOR TO MATCH SHERWIN WILLIAMS SW701 "ANALYTICAL GRAY"	
<b>OVERHEAD DRIVE-IN AND DOCK DOORS:</b>	
MANUFACTURER'S PREFINISHED STANDARD COLOR "WHITE"	
<b>METAL FASCIA AND GRAVEL STOP:</b>	
HIGH PRECAST WALL AT OFFICE:	
PAC-CLAD KYNAR 500 "SANDSTONE" FINISH	
LOW PRECAST WALL AT WAREHOUSE:	
PAC-CLAD KYNAR 500 "ALMOND" FINISH	
<b>ALUMINUM WINDOW FRAMES:</b>	
LIGHT BRONZE ANODIZED ALUMINUM FINISH	
<b>GLAZING:</b>	
GREEN TINTED VISION GLASS	
<b>PIPE BOLLARDS:</b>	
O.S.H.A. SAFETY YELLOW	

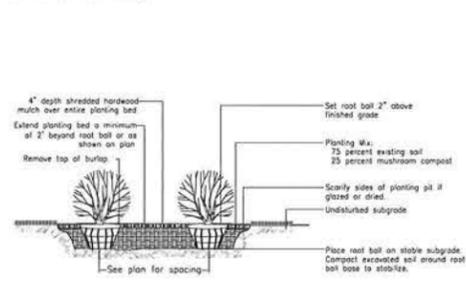
Exeter  
Lot 9C1

Barlett, Illinois



NOTE: All parking lot trees must be trimmed to provide a 5' clearance from pavement to branching.

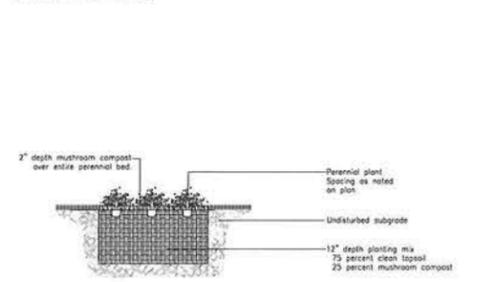
Detail  
Deciduous Tree Planting



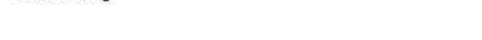
Detail  
Shrub Planting



Detail  
Evergreen Tree Planting



Detail  
Perennial Planting



**No Mow Seed Mix**

Longfellow Chewings Fescue	23.80%
Sheep Fescue	23.80%
Charcoal Wood Fescue	11.90%
Shoreline Stender Creeping Red Fescue	11.90%
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No Mow Lawn Mix with Annual Rye Nurse Crop  
Prairie Nursery, Inc.  
Applied at the rate of 5 lbs. per 1,000 square feet.

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Botanical Name	Common Name	Seeding Rate (lbs./acre)
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Andropogon scoparius	Little Bluestem	1
Aster novae-angliae	New England Aster	0.125
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Carex stricta	Common Fox Sedge	0.125
Carex tribuloides	Ast-Fruited Sedge	0.125
Carex vulpinoidea	Brown Fox Sedge	0.125
Cassia fasciculata	Partridge Pea	0.125
Coreopsis tripteris	Tall Coreopsis	0.125
Echinacea purpurea	Purple Coneflower	0.125
Elymus canadensis	Canada Wild Rye	2
Elymus virginicus	Virginia Wild Rye	0.125
Eryngium yuccifolium	Bottlebrush Aster	0.125
Helopsis helianthoides	Foxtail Sunflower	0.125
Monarda fabulosa	Wild Bergamot	0.125
Panicum virgatum	Switch Grass	2
Penstemon digitalis	Foxglove Beardstongue	0.063
Petalostemum purpureum	Purple Prairie Clover	0.125
Rubricola hirta	Yellow Coneflower	0.125
Silphium integrifolium	Brown Eyed Susan	0.125
Silphium laciniatum	Rain Weed	0.125
Sorghum nutans	Compass Plant	0.125
Solidago nemoralis	Prairie Dock	0.125
Solidago rigida	Grey Goldenrod	0.063
Sorghastrum nutans	Stiff Goldenrod	0.063
Verbena hastata	Indian Grass	2
Verbena stricta	Blue Vervain	0.063
Verbena stricta	Hoary Vervain	0.063
TOTAL:		15.59

**Plant List | Phase 1**

Shade Trees	Key	Qty.	Size	Botanical Name	Common Name	Remarks
ACF	4	2.5"	Acer x freemanii 'Autumn Blaze'	Autumn Blaze Freeman Maple	BB	
ACN	11	2.5"	Acer nigrum	Black Maple	BB	
APC	8	2.5"	Acer platanoides 'Columare'	Columar Norway Maple	BB	
CIO	37	2.5"	Celtis occidentalis 'Prairie Pride'	Prairie Pride Common Hackberry	BB	
GPS	6	2.5"	Ginkgo biloba 'Princeton Sentry'	Princeton Sentry Ginkgo	BB	
GTS	18	2.5"	Gleditsia triacanthos var. inermis 'Skyline'	Skyline Thornless Honeylocust	BB	
QUB	12	2.5"	Quercus bicolor	Swamp White Oak	BB	
QUC	11	2.5"	Quercus muhlenbergii	Chinkapin Oak	BB	
QUR	10	2.5"	Quercus rubra	Red Oak	BB	
SJP	12	2.5"	Syringa reticulata 'Judy Silk'	Judy Silk Japanese Tree Lilac	BB	
ULM	30	2.5"	Ulmus x 'Morton Glossy'	Triumph Elm	BB	

**Ornamental Trees**

Key	Qty.	Size	Botanical Name	Common Name	Remarks
AMC	4	6"	Amelanchier canadensis	Shadblow Serviceberry	BB/Clump
COM	2	6"	Cornus mas	Canada Dogwood	BB/Clump
HMW	2	6"	Hamamelis vernalis	Vernal Witchhazel	BB/Clump
MLS	4	4"	Malus sargentii	Sargent Crabapple	BB/Clump

**Evergreen Trees**

Key	Qty.	Size	Botanical Name	Common Name	Remarks
PGD	32	8"	Picea glauca 'Denata'	Black Hills Spruce	BB
PIA	66	8"	Picea abies	Norway Spruce	BB
PIC	47	8"	Picea pungens	Colorado Green Spruce	BB
PIO	31	8"	Picea canadensis	Serbian Spruce	BB
PSM	34	8"	Pseudotsuga menziesii	Douglas Fir	BB

**Perennials and Ornamental Grasses**

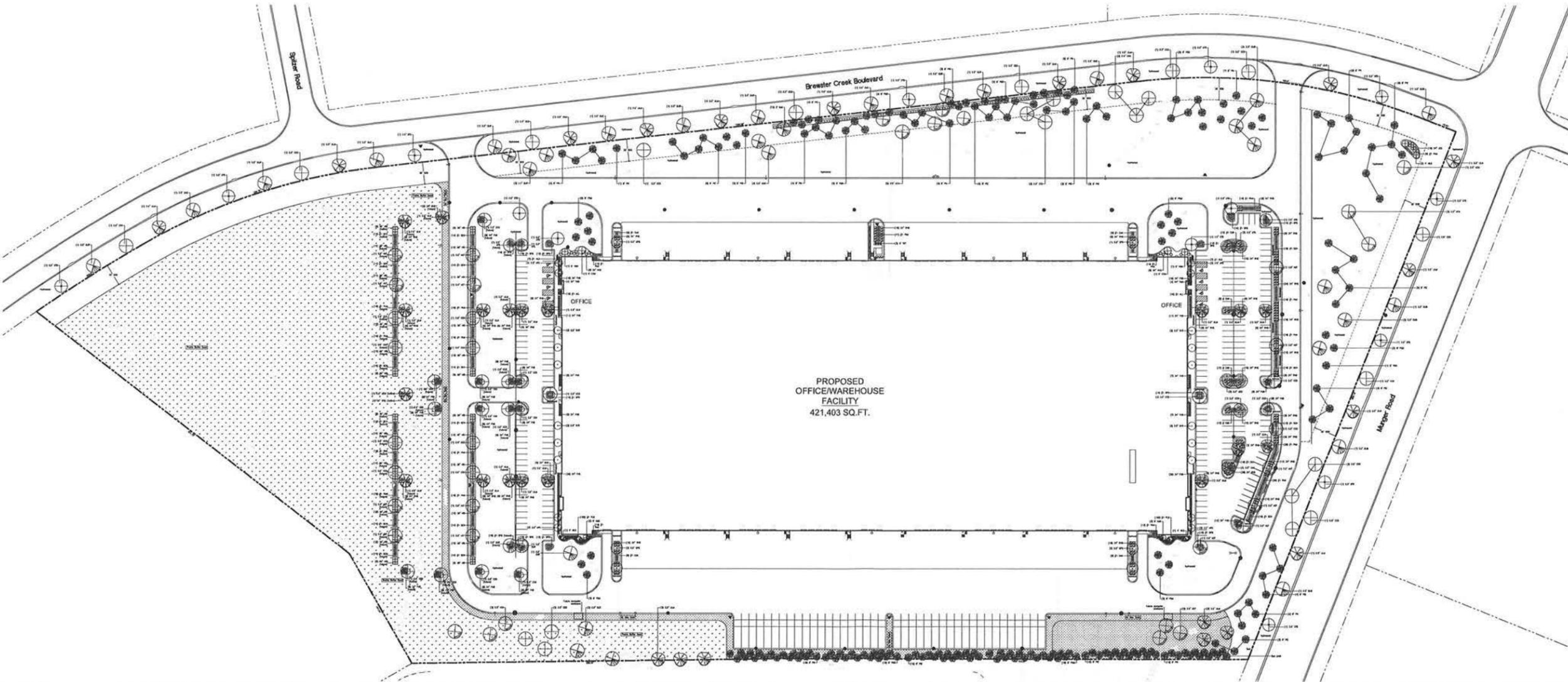
Key	Qty.	Size	Botanical Name	Common Name	Remarks
FVB	173	24"	Forsythia viridissima 'Bronwenia'	Bronze Dwarf Forsythia	BB
HID	15	24"	Hydrangea quercifolia	Oakleaf Hydrangea	BB
JCS	10	24"	Juniperus chinensis 'Sargentii'	Sargent Juniper	BB
RHG	305	24"	Rhus aromatica 'Gra-Low'	Gra-Low Fragrant Sumac	BB
SKM	73	36"	Syringa patula 'Miss Kim'	Miss Kim Dwarf Lilac	BB
TMD	8	24"	Teucrium media 'Densiformis'	Dense Yew	BB
TOT	3	6"	Thuja occidentalis 'Ichynii'	Mission Arborvitae	BB
VD	119	36"	Viburnum dentatum 'Ralph Senior'	Asturn Jazz Viburnum	BB

**Plant List | Future**

Shade Trees	Key	Qty.	Size	Botanical Name	Common Name	Remarks
ACF	4	2.5"	Acer x freemanii 'Autumn Blaze'	Autumn Blaze Freeman Maple	BB	
CEO	15	2.5"	Celtis occidentalis 'Prairie Pride'	Prairie Pride Common Hackberry	BB	
GIS	1	2.5"	Gleditsia triacanthos var. inermis 'Skyline'	Skyline Thornless Honeylocust	BB	
QUR	1	2.5"	Quercus rubra	Red Oak	BB	
ULM	9	2.5"	Ulmus x 'Morton Glossy'	Triumph Elm	BB	

**Ornamental Grasses**

Key	Qty.	Size	Botanical Name	Common Name	Remarks
PAN	60	#1	Panicum virgatum	Switch Grass	Container
SCH	84	#1	Schizachyrium scoparium	Little Bluestem	Container
SPO	20	#1	Sporobolus heterolepis	Prairie Dropseed	Container



DAVID R. McCALLUM ASSOCIATES, INC.  
LANDSCAPE ARCHITECTS  
300 N. Milwaukee Avenue | Libertyville, Illinois 60068  
T 847.263.0091 | F 847.362.0294



Landscape Plan

Mark	Description	Date
5	Response to Village Comments	07/16
4	Village Comments	05/08/16
3	Village Comments	02/2/16
2	Village Comments	02/01/16
1	For Review	12/22/15

Number: 445515  
Scale: 1" = 60'  
File: 4455FPBA  
Sheet: L10



# Agenda Item Executive Summary

Item Name    Class 6B Application for 802 East Devon Ave                      Committee  
or Board                      Board

## BUDGET IMPACT

Amount:

Budgeted

List what  
fund

## EXECUTIVE SUMMARY

Poulokefalos Enterprises II, LLC is requesting a Resolution from the Village supporting its Class 6B application for the former Main Steel plant at 802 East Devon Avenue. Applications to the Cook County Assessor must include a Resolution or Ordinance from the property's municipality supporting the application.

The Applicant proposes purchasing, rehabilitating and dividing the building into smaller units, while lowering the property taxes and making the building more attractive to prospective tenants.

The Class 6B incentive lowers the property's assessment to 10% of market value for the first ten years, 15% in the 11<sup>th</sup> year and 20% in the 12<sup>th</sup> year, constituting a substantial reduction in the level of assessment from the normal 25%. It applies to industrial buildings within Cook County and applies to substantial rehabilitation of the property and/or substantial re-occupancy of "abandoned property." This building has been vacant for well over the two year requirement for this program.

## ATTACHMENTS (PLEASE LIST)

Staff Memo; Resolution supporting Class 6B incentive; Class 6B Eligibility Bulletin; Application for Poulokefalos Enterprises II, LLC; Property information from the Cook County Assessor's and Cook County Treasurer's websites; real estate listing sheet for 802 East Devon Ave.

## ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance
- Motion

Staff:                      Tony Fradin, E.D. Coordinator  
                                 Jim Plonczynski, C.D. Director

Date:                      7/12/16

**COMMUNITY DEVELOPMENT MEMORANDUM**

**16-130**

DATE: July 12, 2016

TO: Valerie L. Salmons, Village Administrator

FROM: Jim Plonczynski, C.D. Director

RE: **Class 6B Application for 802 East Devon Avenue**

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**BACKGROUND:** George N. Reveliotis of Reveliotis Law, P.C., out of Park Ridge, has submitted the attached Class 6B Application for his client, Pouloukefalos Enterprises II, LLC, for the former Main Steel Polishing property at 802 East Devon Avenue.

Main Steel Polishing Company operated out of the building located at 802 East Devon Avenue from the mid-1970s to early 2011. The Bartlett Plant was closed and relocated to a Shale-Inland plant in Elk Grove Village following its acquisition of Main Steel, which had been the largest processor of stainless steel in the United States at the time.

The building at 802 East Devon has remained vacant ever since.

Staff has had contact and has worked with several prospects for the facility over the past several years including a tire shredding company, a pallet company, truck terminals, some companies whose identities were not revealed by their real estate representatives, and several developers that considered demolishing the structure and erecting senior housing.

Those deals have fallen through for various reasons, most notably the age and deteriorated condition of the building and the costs associated with bringing the structure up to current Code, and the property taxes levied upon the building due to its location on the Cook County side of Devon Avenue.

**CLASS 6B:** Cook County offers a Class 6B Reclassification incentive with the stated goal of encouraging private business development, employment, and the revitalization of communities suffering economic stagnation. The Class 6B program applies to properties used for industrial purposes and the project must involve new construction, substantial rehabilitation, or the re-occupancy of abandoned industrial property.

The program receives a 12 year reduction in real estate assessments from the standard commercial assessment rate of 25%. Qualified properties will be assessed at 10% for 10 years, 15% for the 11<sup>th</sup> year and 20% for the 12<sup>th</sup> year. The Reclassification is renewable, and an Eligibility Bulletin is attached for informational purposes.

The petitioner has attached estimated assessed values, taxes without incentives with full occupancy and estimated taxes with the 6B incentive in his application. Per the

applicant, using the 2014 Tax Rate and Multiplier, the savings is estimated at \$193,000 per year for the first ten years, \$129,279 for the eleventh year and \$64,640 for the twelfth and final year. In total, the petitioner estimates property taxes to total \$1,745,276 for twelve years with the Class 6B status, and \$3,878,391 with full occupancy without the incentive, for a total savings of \$2.1 million.

The petitioner is before the Village Board due to the requirement that the municipality in which such real estate is located must, by lawful resolution or ordinance, expressly state that it supports and consents to the filing of a Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property.

**802 E. DEVON AVENUE:** The 88,737 square foot facility at 802 E. Devon Avenue is located on 6.5 acres and includes five interior docks and three drive in doors (per the real estate listing). The total Assessed Value per the Cook County Assessor's website is \$283,010 in 2015. It is listed as 39 years old.

Per the Class 6B application, the petitioner states the intention to divide the property into individual units and then lease them out to smaller companies. Additionally, the applicant indicates plans to renovate the existing structure and build an addition of approximately 25,000 square feet.

With several prospects having previously declined purchasing and/or relocating their business to this property due to the deterioration, condition and property taxes imposed on this property, Staff has indicated willingness to work with this petitioner and previous prospects on a Class 6B Reclassification.

**RECOMMENDATION:** Staff recommends approval of the attached Resolution supporting the Class 6B application for the property at 802 E. Devon Avenue, to attract new investment and increase employment opportunities in the Village and in Cook County.

**ATTACHMENTS:**

- 1) Resolution supporting the Class 6B incentive for Pouloukefalos Enterprises II for the substantial rehabilitation and the occupation of abandoned property at 802 E. Devon Avenue.
- 2) Cook County Assessor's Class 6B Eligibility Bulletin for informational purposes.
- 3) Class 6B Application from Reveliotis Law, P.C., representing Pouloukefalos Enterprises II, LLC.
- 4) Property data per the Cook County Assessor's website and the Cook County Property Tax Portal for PINs 06-35-400-009-0000 and 06-35-400-019-0000.
- 5) Real Estate listing sheet for 802 E. Devon Avenue.

**RESOLUTION 2016-\_\_-R**

**A RESOLUTION CONSENTING TO AND SUPPORTING APPROVAL  
OF CLASS 6B CLASSIFICATION FOR THE ABANDONED PROPERTY  
COMMONLY KNOWN AS 802 EAST DEVON AVENUE, BARTLETT, ILLINOIS**

---

**WHEREAS**, the corporate authorities of the Village of Bartlett have received a request from Pouloukefalos Enterprises II, LLC for a Cook County Class 6B Classification of the property commonly known as 802 East Devon Avenue, legally described as follows:

PARCEL 1: LOT 1 IN BARTLETT INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 35 AND PART OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BARTLETT, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EAST 15 FEET (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE ABOVE SAID LOT 1) OF THE FOLLOWING PARCEL:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 703.33 FEET TO THE SOUTHWEST CORNER OF BARTLETT INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF SECTION 35 AND SECTION 36 AFORESAID, FOR THE POINT OF BEGINNING; THENCE NORTHERLY ALONG THE WEST LINE OF SAID BARTLETT INDUSTRIAL PARK AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 777.52 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 672.19 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 35, A DISTANCE OF 900.09 FEET TO THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE EASTERLY ALONG SAID SOUTH LINE, A DISTANCE OF 665.0 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3: EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY GRANT FROM WESTERNACADIA, INC., A CORPORATION OF ILLINOIS, TO LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 30, 1974 AND KNOWN AS TRUST NUMBER 47075, DATED FEBRUARY 1, 1974 AND RECORDED OCTOBER 3, 1974 AS DOCUMENT 22866219 TO CONSTRUCT, INSTALL, ALTER, MAINTAIN, RENEW AND OPERATE A RAILROAD SWITCH TRACK AND ALL OTHER NECESSARY APPURTENANCES, EQUIPMENT OR FACILITIES FOR THE PURPOSE OF PROVIDING RAILROAD SERVICE OVER AND ACROSS THE LAND DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHEAST ¼ OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD WITH A LINE THAT IS 15.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WEST LINE OF LOT 1 IN BARTLETT INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 35, AND PART OF THE SOUTHWEST ¼ OF SECTION 36, TOWNSHIP AND RANGE AFORESAID; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 116.73 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID PARALLEL LINE, A DISTANCE OF 540.25 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 176 DEGREES 47 MINUTES AND 43 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 348.57 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 407.38 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 442.71 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, THAT IS 275.19 FEET NORTHWESTERLY OF (AS MEASURED ALONG SAID SOUTHERLY RIGHT OF WAY LINE) THE NORTHWEST CORNER OF LOT 1, AFORESAID; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 161.02 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 477.38 FEET, A DISTANCE OF 164.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 06-35-400-009-0000 & 06-35-400-019-0000

**WHEREAS**, the Village of Bartlett has received information, letters and testimony regarding said request including the Class 6B Application prepared by Reveliotis Law, P.C. on behalf of Pouloukefalos Enterprises II, LLC;

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

**SECTION ONE:** The President and Board of Trustees of the Village of Bartlett hereby support and consent to the application of a Class 6B classification for the property known as 802 East Devon Avenue in Bartlett, Illinois, Permanent Parcel Nos. 06-35-400-009-0000 & 06-35-400-019-0000.

**SECTION TWO:** The Village of Bartlett finds that it is necessary for redevelopment and reoccupation to occur on the subject property that the property be classified as 6B.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

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 \_\_\_\_\_, 2016, and approved on \_\_\_\_\_, 2016, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles



## **CLASS 6B**

### **ELIGIBILITY BULLETIN**

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

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

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

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

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

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

## ***Eligibility Requirements***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



REVELIOTIS LAW, P.C.

www.reveliotislaw.com

**“POULOKEFALOS ENTERPRISES II, LLC”**

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RECEIVED  
COMMUNITY DEVELOPMENT

JUN 21 2016

VILLAGE OF  
PARK RIDGE



**REVELIOTIS LAW, P.C.**

www.reveliotislaw.com

June 9, 2016

Attention: Mr. Tony Fradin  
Village of Bartlett  
Department of Economic Development  
228 S Main Street, Bartlett, IL 60103

**REGARDING:** Class 6B Application for "Poulokefalos Enterprises II, LLC"  
802 East Devon Avenue, Bartlett, IL 60103  
PIN: 06-35-400-009-0000 & 06-35-400-019-0000

Dear Mr. Fradin:

Poulokefalos Enterprises II, LLC ("Applicant") is requesting an ordinance from the Village of Bartlett (the "Village") supporting and consenting to a Class 6b Incentive based on substantial rehabilitation and the occupation of abandoned property with no special circumstance with a purchase for value.

Applicant is the purchaser of the real property located at 802 East Devon Avenue, Bartlett, IL 60103 (the "Property") pursuant to an Agreement of Purchase and Sale, that materialized on May 6, 2016, with Share-Inland Realty, LLC. (the "Purchase Agreement").

The prior occupant, Main Steel Polishing Company, ceased operating on the premises and relocated its operations to a location in Elk Grove Village on or before January 1, 2014. As a result of the relocation, the Property has been vacant and unused for a minimum of 24 months prior to the purchase for value and remains 100% vacant and unused as of today. According to the Real Estate broker the property had tailor made specifications for the previous occupant.

Based on the current physical construct, the site remains approximately 296,600 square feet with an approximately 89,107 square foot building thereon. Applicant plans a significant build-out for the Property and anticipates that the plan will include a renovation of the interior as well as electrical and mechanical enhancements. Additionally, Applicant's main plan is to divide the subject into individual units and lease them out to smaller companies. At this time, Applicant is meeting with prospective contractors and developing a comprehensive plan of construction as well as rehabilitation.

Once Applicant fully leases out all the units within the building, the Property has the potential to generate additional direct as well as incidental income for the Village. ***Whereas the property was for many years a single occupancy structure thus enhancing the probability of a calamitous vacancy (causing detriment to the tax base in Bartlett), the Property now be a multi-unit building housing more than one tenant. This will greatly enhance the probability of partial to full occupancy. In order for ownership to make the necessary enhancements and reconfiguration to allow the multi occupancy to exist, the applicant requires the necessary cash flow to undergo the extensive rehabilitation in accordance to applicants plans.***



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By expanding, rehabilitating and occupying the Property, Applicant will be beautifying the site, preventing nuisance and potentially increasing the Property's estimated market value as well as those real properties in close geographic proximity.

Applicant deems the Class 6b incentive materially necessary for the economic viability of the contemplated project and to allow investment, of all types, so that the Property may exist as a functioning, integral component of the local area serving the business interests of the Village as well as provide a significant fiscal impact to the Village by paying property taxes. Applicant has undergone a similar process recently at 150 Gaylord Street in Elk Grove Village. This project entail taking a functionally obsolescent building that had been vacant for many years, and through significantly investment by himself and with community support through Class 6b incentive achieved to make the building a viable component of the Elk Grove Industrial base again.

Approval of the Class 6b would be a benefit to the Village, because it would represent continued growth by way of creating new business and employment opportunities, generation of sales taxes, state income taxes, federal income taxes and other taxes and/or the incidental business benefits derived by the operations of a business of this nature. Moreover, the Village can expect that Applicant, it's tenants and their employees will invest commercially back into the community by visiting local establishments including without limitation restaurants, gas and service stations, grocery stores, etc. The Village can also expect that Applicant will attract business and various customers to the Village in the course of its operations.

Finally, by way of the Class 6b Incentive, the Village will be placing the subject property on a level playfield regarding its property tax costs, thus enhancing probability of tenancy and increasing the quality of tenancy.

Based on the foregoing, Applicant respectfully asks that the Village's Economic Development Committee and Commission members review its request and recommend that the Village Board approve a new resolution supporting and consenting to a Class 6b Incentive for the Property in its name based on new construction, substantial rehabilitation and the occupation of abandoned property with no special circumstance with a purchase for value.

In support of the above request for a Resolution supporting and consenting to a Class 6b Incentive for the Property, on behalf of Applicant, we have attached the following documentation and/or information:

- Class 6b Eligibility Application
- Legal description
- Proposed site plan
- Plat of survey
- Identification of interested parties



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- Intended use
- Salient description of proposed new construction and/or substantial rehabilitation with initial construction estimate (Costs to be submitted at a later time).
- Letter executed by Share-Inland Realty, LLC (Seller) declaring inception of vacancy.
- Vacancy and/or abandonment documentation and information (NiCor & ComEd Utility Bills)
- Agreement of purchase and sale of the subject property.
- Estimated Property Tax with and without 6b as well as if Property were vacant.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'G. N. Reveliotis', written in a cursive style.

George N. Reveliotis



**CLASS 6B**  
**ELIGIBILITY APPLICATION**

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, *a filing fee of \$500.00*, and supporting documentation (*except drawings and surveys*) must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

***Applicant Information***

Name: Poulokefalos Enterprises II, LLC Telephone: ( 630 ) 327-6312  
Address: 160 Greentree Drive, Suite 101  
City: Dover State: DE Zip Code: 19904

***Contact Person (if different than the Applicant)***

Name: George N. Reveliotis Telephone: ( 312 ) 230-0160  
Address: 1030 Higgins Road, Suite 101  
City: Park Ridge State: IL Zip Code: 60068  
Email: gnr@propertytaxation.com

***Property Description (per PIN)***

**If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.**

Street Address: (1) 802 E Devon Avenue  
Permanent Real Estate Index Number: 06-35-400-009-0000  
(2) 100 E Devon Avenue  
Permanent Real Estate Index Number: 06-35-400-019-0000  
(3) \_\_\_\_\_  
Permanent Real Estate Index Number: \_\_\_\_\_  
City: Bartlett State: IL Zip Code: 60103  
Township: Hanover Existing Class: 5-93 / 1-90

**Attach legal description, site dimensions and square footage and building dimensions and square footage.**  
(Please See Exhibit C)

**Identification of Person Having an Interest in the Property** (Please See Exhibit D)

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

**Industrial Use**

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

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

**Nature of Development**

Indicate nature of proposed development by checking the appropriate space:

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

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

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

Estimated date of construction commencement (*excluding demolition, if any*): August 1, 2016

Estimated date of construction completion: March 1, 2019

Attach copies of the following:

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

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

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

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

YES       NO

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

Main Steel Polishing Company

---

Attach copies of the following documents:

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

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

Estimated date of reoccupation:	<u>November 1, 2016</u>
Date of Purchase:	<u>May 6, 2016</u>
Name of purchaser:	<u>Poulokefalos Enterprises II, LLC</u>
Name of seller:	<u>Share-Inland realty, LLC</u>
Relationship of purchaser to seller:	<u>None / Arm's-length</u>

Attach copies of the following documents: (Please See Exhibit J)

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

**SECTION C (SPECIAL CIRCUMSTANCES)**

N/A

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

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

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

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

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

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

Attach copies of the following documents:

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

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

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

Attach copies of the following documents:

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

2. How long has the subject property been unused?

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

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

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Attach copies of the following documents:

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

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

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

**TEERM SUPPLEMENTAL APPLICATION**

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

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

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

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

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

Further affiant sayeth not.

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

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

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

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

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

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

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

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

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

**EMPLOYMENT OPPORTUNITIES**

(Please See Exhibit K)

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

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

Full-time: \_\_\_\_\_ Part-time: \_\_\_\_\_

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

260

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

40

**LOCAL APPROVAL**

(If Approved, will be submitted as Exhibit M)

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

# INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT

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

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

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

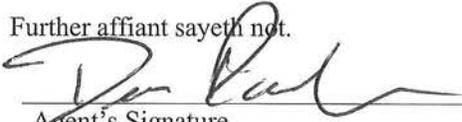
3. I have reviewed the Code of Ordinances of Cook County, Chapter 34, Article IV, Division 1 and The Cook County Living Wage Ordinance, Sec. 34-127 et seq., as amended (*the "Ordinance"*), and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance, due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

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

OR

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

Further affiant sayeth not.

  
Agent's Signature

Demetrios Pouloukefalos  
Agent's Name & Title

160 Greentree Dr., Ste 101, Dover, DE 19904  
Agent's Mailing Address

630-327-6312  
Agent's Telephone Number

Pouloukefalos Enterprises II, LLC  
Applicant's Name

160 Greentree Dr., Ste 101, Dover, DE 19904  
Applicant's Mailing Address

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

Subscribed and sworn before me this 09 day of June, 20 16

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



## EXHIBIT C

### PARCEL 1:

LOT 1 IN BARTLETT INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 35 AND PART OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BARTLETT, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THE EAST 15 FEET (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE ABOVE SAID LOT 1) OF THE FOLLOWING PARCEL:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 703.33 FEET TO THE SOUTHWEST CORNER OF BARTLETT INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF SECTION 35 AND SECTION 36 AFORESAID, FOR THE POINT OF BEGINNING; THENCE NORTHERLY ALONG THE WEST LINE OF SAID BARTLETT INDUSTRIAL PARK AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 777.52 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 672.19 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 35, A DISTANCE OF 900.09 FEET TO THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE EASTERLY ALONG SAID SOUTH LINE, A DISTANCE OF 665.0 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY GRANT FROM WESTERNACADIA, INC., A CORPORATION OF ILLINOIS, TO LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 30, 1974 AND KNOWN AS TRUST NUMBER 47075, DATED FEBRUARY 1, 1974 AND RECORDED OCTOBER 3, 1974 AS DOCUMENT 22866219 TO CONSTRUCT, INSTALL, ALTER, MAINTAIN, RENEW AND OPERATE A RAILROAD SWITCH TRACK AND ALL OTHER NECESSARY APPURTENANCES, EQUIPMENT OR FACILITIES FOR THE PURPOSE OF PROVIDING RAILROAD SERVICE OVER AND ACROSS THE LAND DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

## EXHIBIT C

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD WITH A LINE THAT IS 15.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WEST LINE OF LOT 1 IN BARTLETT INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 35, AND PART OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 36, TOWNSHIP AND RANGE AFORESAID; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 116.73 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID PARALLEL LINE, A DISTANCE OF 540.25 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 176 DEGREES 47 MINUTES AND 43 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 348.57 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 407.38 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 442.71 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, THAT IS 275.19 FEET NORTHWESTERLY OF (AS MEASURED ALONG SAID SOUTHERLY RIGHT OF WAY LINE) THE NORTHWEST CORNER OF LOT 1, AFORESAID; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 161.02 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 477.38 FEET, A DISTANCE OF 164.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

# EXHIBIT D

## IDENTIFICATION OF PERSONS OR ENTITIES HAVING AN INTEREST

*The property is owned by Pouloukefalos Enterprises II, LLC, of which the managing member is Demetrios Pouloukefalos.*

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Department of State: Division of Corporations

Allowable Character

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### Entity Details

**THIS IS NOT A STATEMENT OF GOOD STANDING**

File Number:	6032238	Incorporation Date / Formation Date:	5/3/2016 (mm/dd/yyyy)
Entity Name:	POULOKEFALOS ENTERPRISES II, LLC		
Entity Kind:	Limited Liability Company	Entity Type:	General
Residency:	Domestic	State:	DELAWARE

### REGISTERED AGENT INFORMATION

Name:	NATIONAL REGISTERED AGENTS, INC.		
Address:	160 GREENTREE DR STE 101		
City:	DOVER	County:	Kent
State:	DE	Postal Code:	19904
Phone:	302-674-4089		

Additional Information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

Would you like  Status  Status, Tax & History Information

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# KELLEHER & BUCKLEY, LLC

ATTORNEYS AT LAW

102 S. WYNSTONE PARK DR. | NORTH BARRINGTON, IL 60010  
TEL: 847-382-9130 | FAX: 847-382-9135 | WWW.KELLEHERBUCKLEY.COM

DAVID P. BUCKLEY, JR., J.D., C.P.A.<sup>1</sup>  
ANDREW J. KELLEHER, JR., J.D., C.P.A., LL.M.<sup>1,4</sup>

A LIMITED LIABILITY COMPANY  
INCLUDING PROFESSIONAL CORPORATIONS

WARREN R. FULLER, J.D.  
ROBERT F. KRUG, JR., J.D.  
MICHAEL P. MCELROY, J.D.  
MARTHA E. MCHUGH, J.D.  
VASILI D. RUSSIS, J.D., C.P.A.  
HELMUT E. GERLACH, J.D.<sup>5,6</sup>  
LINDA S. FINE, J.D.  
ROBERT A. HOLLAND, J.D., C.P.A.<sup>2</sup>  
RAYMOND M. RUDNICK, J.D.  
MICHAEL GNESIN, J.D.  
SAMUEL J.H. WEYERS, J.D.

DEANNA L. AGUINAGA, J.D.  
ANDREW B. FULLER, J.D.  
CAROLINE E. HECHT, J.D.<sup>3</sup>  
JOSEPH P. HUDETZ, J.D.  
EDWARD P. MCCAULEY, J.D.  
NICOLE S. POWELL, J.D.  
KEITH A. ZERMAN, J.D.

OF COUNSEL:  
ROBIN R. KELLEHER, J.D.  
HON. HENRY "SKIP" TONIGAN, RET.

ATTORNEYS ALSO LICENSED IN FLORIDA<sup>1</sup>, CALIFORNIA<sup>2</sup>,  
WISCONSIN<sup>3</sup>, ARIZONA<sup>4</sup>, MARYLAND<sup>5</sup> & DISTRICT OF COLUMBIA<sup>6</sup>

June 20, 2016

Re: **Poulokefalos Enterprises II, LLC**

To Whom It May Concern:

Our firm represents Dimitri Poulokefalos. I am the attorney in the firm responsible for organizing Poulokefalos Enterprises II, LLC, a Delaware limited liability company, with the Delaware Secretary of State. In organizing and handling matters involving Poulokefalos Enterprises II, LLC, I also have knowledge of the managers and members of Poulokefalos Enterprises II, LLC. Please be advised that Dimitri Poulokefalos is the Manager of Poulokefalos Enterprises II, LLC.

Very truly yours,



Vasili D. Russis

## EXHIBIT E

### PROPERTY USE

The main plan is to divide the subject into individual units and lease them out to smaller companies. At this time, Applicant is meeting with prospective contractors and developing a comprehensive plan of construction as well as rehabilitation, while plans a significant build-out for the Property and anticipates that the plan will include a renovation of the interior as well as electrical and mechanical enhancements.

Once Applicant fully leases out all the units within the building, the Property has the potential to generate additional direct as well as incidental income for the Village. The Property will be a multi-unit building and it will house more than one tenant. This will greatly enhance the probability of partial to full occupancy.

Preliminarily, Applicant plans to renovate the existing structure and build an addition of approximately 25,000 square feet.





## EXHIBIT G

### NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION

Applicant plans a renovation for the Property and anticipates that the plan will include, without limitation, a major renovation of the interior, substantive electrical and mechanical remodeling.

At this time, Applicant is meeting with prospective contractors and developing a comprehensive plan of construction and rehabilitation for the Property and is unable to provide neither a specific description of nor complete description of the cost and extent of the proposed new construction or substantial rehabilitation and cannot provide copies of building, wrecking and occupancy permits.

Once all estimates and permits are issued, Applicant will provide to the Village.

**AFFIDAVIT**

STATE OF ILLINOIS        }

COUNTY OF Cook        }

I, Kevin S. Boyle Sr ("Affiant"), the CFO of SHALE-INLAND REALTY, LLC, a Delaware limited liability company ("Owner"), being duly sworn, do hereby depose and state as follows:

1. I am over the age of 18 and am a resident of the State of Illinois;
2. I have personal knowledge of the facts herein, and, if called as a witness, could testify competently thereto;
3. That the Affiant is the CFO of the Owner and the Owner is the taxpayer of record of the property commonly known as 802 E. Devon Avenue in Bartlett, Illinois ("Property") also known by Cook County for taxation purposes as PINS 06-35-400-009-0000 and 06-35-400-019-0000;
4. That, the Property was abandoned, unused, and/or vacant for at least 24 continuous months prior to the date hereof;

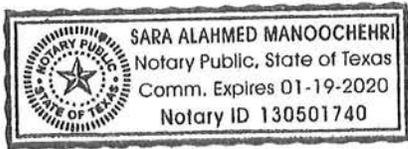
FURTHER AFFIANT SAYETH NOT.

Under the penalties as provided by Illinois Law, the undersigned certifies that the statements set forth in this instrument are true and correct.

Executed this 9<sup>th</sup> day of May, 2016

SHALE-INLAND REALTY, LLC,  
a Delaware limited liability company

By: *Kevin S. Boyle Sr*  
Name: Kevin S. Boyle Sr  
Title: CFO



Subscribed to and sworn before me  
this 9<sup>th</sup> day of May, 2016.

Sara Abdel Manoucheh  
Notary Public

## EXHIBIT I

### VACANCY AND/OR ABANDONMENT INFORMATION

Of material note, the prior occupant, Main Steel Polishing Company, began winding down its business in 2013 and all operations as well as use of the Property ceased before January 1, 2014. As a result, the Property has been vacant and unused for a minimum of 24 months prior to the pending purchase for value and remains 100% vacant and unused as of today.

**AGREEMENT OF PURCHASE AND SALE**

**BY AND BETWEEN**

**SHALE-INLAND REALTY, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY,  
AS SELLER**

**AND**

**POULOKEFALOS ENTERPRISES II, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY,  
AS PURCHASER**

**THIS AGREEMENT OF PURCHASE AND SALE** (this "Agreement") is made and entered into this 6 day of May, 2016 (the "Contract Date"), by and between SHALE-INLAND REALTY, LLC, a Delaware limited liability company (the "Seller") and POULOKEFALOS ENTERPRISES II, LLC, a Delaware limited liability company (the "Purchaser").

1. SALE.

Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, for the purchase price set forth below, and on the terms and conditions set forth in this Agreement, the Project (as hereinafter defined), including that certain building ("Building") containing approximately 88,737 square feet. The Building is commonly known as 802 East Devon Avenue, in Bartlett, Illinois. For purposes of this Agreement, the term, "Project" shall be deemed to mean, on a collective basis: (a) the parcel or parcels of land described in Exhibit A attached hereto (the "Land"), together with all rights, easements and interests appurtenant thereto including, but not limited to, any streets or other public ways adjacent to said Land and any water or mineral rights owned by, or leased to, Seller; (b) all improvements located on the Land, including, but not limited to, the Building, and all other structures, systems, and utilities associated with, and utilized by Seller in the ownership and operation of the Building (all such improvements being referred to herein as the "Improvements"); and (c) all personal property owned by Seller, located on or in the Land or Improvements, and used in connection with the operation and maintenance of the Project (the "Personal Property").

2. PURCHASE PRICE.

The total purchase price to be paid to Seller by Purchaser for the Project shall be One Million and No/100 Dollars (\$1,000,000.00) [the "Purchase Price"]. Purchaser and Seller agree to allocate a portion of the Purchase Price to the cranes located at the Building. The amount of the Purchase Price allocated to the cranes shall be based upon a third party appraisal obtained by Purchaser, at Purchaser's sole cost and expense. Provided that all conditions precedent to Purchaser's obligations to close as set forth in this Agreement (the "Conditions Precedent") have been satisfied and fulfilled, or waived in writing by Purchaser, the Purchase Price shall be paid to Seller at Closing, plus or minus prorations and other adjustments hereunder, by federal wire transfer of immediately available funds.

3. CLOSING.

The purchase and sale contemplated herein shall be consummated at a closing ("Closing") to take place at the offices of Chicago Title Insurance Company, 10 South LaSalle Street, Chicago, Illinois 60603, on the basis of a "New York Style" closing. The Closing shall occur within fifteen (15) days after the Approval Date (as hereinafter defined), on or before the close of business, or at such other time as the parties may agree upon in writing (the "Closing Date"). The Closing shall be effective as of 12:01 A.M. on the Closing Date. Notwithstanding the foregoing, the risk of loss of all or any portion of the Project shall be borne by Seller up to and including the actual time of the

Closing and wire transfer of the Purchase Price to Seller, and thereafter by Purchaser, subject to the terms and conditions of Paragraph 15 below.

4. EARNEST MONEY.

(a) Escrowee. Not later than five (5) business days following the Contract Date, the parties shall enter into an escrow agreement in the form attached hereto as Exhibit B (the "Escrow Agreement," the escrow created thereby being referred to herein as the "Escrow"), designating Chicago Title & Trust Company as the escrowee thereunder (the "Escrowee"). The parties hereby authorize their respective attorneys to execute the Escrow Agreement and to make such amendments thereto as they shall deem necessary or convenient to close the transaction contemplated hereby.

(b) Earnest Money Deposit. Not later than five (5) business days following the Contract Date, Purchaser shall deposit into the Escrow, in accordance with the terms of the Escrow Agreement, and as its earnest money deposit (the "Earnest Money"), the sum of Sixty Thousand and No/100 Dollars (\$60,000.00).

(c) Application at Closing. At Closing, the Earnest Money shall be delivered to Seller and credited against the Purchase Price. All interest (if any) earned on the Earnest Money shall be paid to Purchaser. All Earnest Money shall be appropriately dealt with by the Escrowee so as to be delivered to the Seller or Purchaser, as the case may be, as provided herein and as provided in the Escrow Agreement.

5. SELLER'S DELIVERIES.

Seller shall deliver to Purchaser, no later than two (2) business days after the Contract Date, all documents, contracts, information, records and exhibits pertinent to this transaction, including, but not limited to, the documents listed as "Seller's Deliveries" on Exhibit C attached hereto, to the extent in Seller's possession or control. Further, Seller shall provide Purchaser an executed affidavit, in the form provided in Exhibit F attached hereto, relating to the vacancy of the Project in excess of twenty-four (24) months prior to the Contract Date.

6. INSPECTION PERIOD.

(a) Basic Project Inspection. At all times prior to Closing, including times following the "Inspection Period" (which Inspection Period is defined to be the period from and after the Contract Date, through and including the day which is thirty (30) days after the Contract Date), Purchaser, its agents and representatives shall be entitled to conduct a "Basic Project Inspection," which will include the rights to: (i) enter upon the Land and Improvements, on reasonable notice to Seller, to perform inspections and tests of the Project, and (ii) make investigations with regard to environmental [as provided in Subparagraph 6(b) below], including, but not limited to, an environmental "Assessment" as specified in Subparagraph 6(b) below including (but not limited to) an analysis of the presence of any

asbestos, chlordane, formaldehyde or other hazardous materials in, under or upon the Project, or any underground storage tanks on, or under, the Land. If Purchaser, in its reasonable discretion, determines that the environmental condition of the Project is unsatisfactory to Purchaser, then subject to Subparagraph 6(d) below, Purchaser may terminate this Agreement by written notice to Seller (the "Termination Notice"), with a copy to Escrowee, given not later than the last day of the Inspection Period (the "Approval Date"). Upon such termination, the Earnest Money, together with all interest thereon, shall be returned immediately to Purchaser and neither party shall have any further liability to the other hereunder, except as otherwise provided in this Agreement.

(b) Environmental Assessment. During the Inspection Period, Purchaser shall have the right to employ one or more environmental consultants or other professional(s) to perform or complete a so-called "Phase I" environmental inspection and assessment (the "Assessment") of the Project. Purchaser and its consultants shall also have the right to undertake or complete a technical review of all documentation, reports, plans, studies and information in possession or control of Seller, or its past or present environmental consultants, concerning or in any way related to the environmental condition of the Project. In order to facilitate the Assessment and technical review, Seller shall extend its cooperation (but without third party expense to Seller) to Purchaser and its environmental consultants. If Purchaser determines that a so-called "Phase II" environmental inspection and assessment is necessary, Purchaser shall obtain the written consent of Seller prior to commencing such Phase II, which consent will not be unreasonably withheld, conditioned or delayed. In such event, Purchaser shall provide Seller with a written scope of work describing exactly what procedures Purchaser desires to perform in connection with the Phase II environmental inspection and assessment.

(c) Purchaser's Undertaking. In the event that, as a result of Purchaser's exercise of its rights under Subparagraphs 6(a) and 6(b), any damage occurs to the Project, then Purchaser shall repair such damage as soon as possible, at Purchaser's sole cost and expense, so as to return the Project to substantially the same condition as exists on the Contract Date, ordinary wear and tear, and damage due to casualty excepted. Purchaser hereby indemnifies, protects, defends and holds Seller harmless from and against any and all losses, damages, claims, causes of action, judgments, costs and expenses that Seller actually suffers or incurs as a direct result of any damage caused at, to, in, or at the Project as a result of any or all of the studies, investigations and inspections (including, but not limited to, the Assessment), that Purchaser elects to perform (or cause to be performed) pursuant to this Paragraph 6. The indemnification obligations under this Subparagraph 6(c) shall survive the termination of this Agreement. Prior to the entry upon the Project by Purchaser, its agents or contractors, Purchaser, at its sole cost and expense, shall obtain or cause to be obtained and Purchaser shall thereafter maintain or cause to be maintained in full force and effect until the Closing Date or the earlier termination of this Agreement, general liability insurance in an amount not less than One Million Dollars (\$1,000,000.00). Such insurance shall name Seller as an additional insured thereunder. Purchaser shall deliver to Seller a certificate or certificates of insurance of all insurance policies to be maintained by Purchaser as provided herein.

(d) Confidentiality. Each party agrees to maintain in confidence, and not to disclose the information contained in this Agreement or pertaining to the sale contemplated hereby and the information and data furnished or made available by Seller to Purchaser, its agents and representatives in connection with Purchaser's investigation of the Project and the transactions contemplated by the Agreement; provided, however, that each party, its agents and representatives may disclose such information and data (a) to such party's accountants, attorneys, prospective lenders, partners, consultants and other advisors in connection with the transactions contemplated by this Agreement (collectively "Representatives") to the extent that such Representatives reasonably need to know (in Purchaser's reasonable discretion) such information and data in order to assist, and perform services on behalf of, Purchaser; (b) to the extent required by any applicable statute, law, regulation or governmental authority; and (c) in connection with any litigation that may arise between the parties in connection with the transactions contemplated by this Agreement.

7. TITLE AND SURVEY MATTERS.

(a) Conveyance of Title. At Closing, Seller agrees to deliver to Purchaser a special warranty deed (the "Deed"), in recordable form, conveying the Project to Purchaser, free and clear of all liens, claims and encumbrances except for the following items (the "Permitted Exceptions"): (1) those matters listed on Exhibit D attached hereto; and (2) those additional matters that may be specifically approved, in writing, by Purchaser during the Inspection Period. At Closing, Seller shall also deliver to Purchaser each of the documents listed in Paragraph 12 below.

(b) Title Commitment. Within five (5) days after the Contract Date, Seller shall deliver to Purchaser a title commitment, dated after the Contract Date, issued by Chicago Title Insurance Company (the "Title Company"), for an owner's title insurance policy (the "Title Policy"), in the full amount of the Purchase Price, showing fee simple title to the Project in Seller, subject only to the Permitted Exceptions, together with legible and complete copies of all recorded documents evidencing title exceptions raised in Schedule B of the title commitment. Seller shall pay for extended coverage over the general exceptions.

(c) Survey. Within twenty-one (21) days after the Contract Date, Seller shall obtain and deliver to Purchaser and the Title Company, at Seller's sole cost and expense, an as built, spotted survey of the Project (the "Survey"), prepared by a surveyor duly registered in the State of Illinois, and certified by said surveyor as having been prepared in accordance with the minimum detail and classification requirements of the land survey standards of the American Land Title Association, and specifically incorporating all of the standards and protocols contemplated by the minimum standard detail requirements and classifications for ALTA/NSPS land title surveys, as adopted in 2016 by ALTA/NSPS (including Table A items 2, 3, 4, 6, 7(b)(1), 8, 11, 14, 16, 17, and 19). The Survey shall be dated as of a date on or after the Contract Date, and certified to Seller, Purchaser and its assigns, Purchaser's designated lender(s), if any, and the Title Company. Should the Survey indicate the presence

of any encroachments by or upon the Project, or other matters that do or could adversely affect the value or marketability of title to such Project, or other matters which adversely affect Purchaser's use, operation or financing of such Project, such matters shall be considered "Defects," and the cure provisions set forth in Subparagraph 7(d) below shall apply.

(d) Defects and Cure. In the event (i) the Survey shows any easement, right-of-way, encroachment, conflict, protrusion or other matter affecting the Project that is unacceptable to Purchaser, or (ii) any exceptions appear in the title commitment, other than the standard printed exceptions set forth in the standard form of title commitment, that are unacceptable to Purchaser, Purchaser shall, within five (5) days after its receipt of the last of the title commitment, copies of the documents of record referenced therein and the Survey ("Purchaser's Objection Period"), notify Seller in writing of such objections and the reasons therefor ("Purchaser's Objections"). Upon the expiration of Purchaser's Objection Period, except for Purchaser's Objections if same are timely raised, Purchaser shall be deemed to have accepted the form and substance of the Survey and the title commitment. Seller may, within five (5) days after receipt of written notice of Purchaser's Objections ("Seller's Response Period"), deliver to Purchaser written notice ("Seller's Cure Notice") setting forth which of Purchaser's Objections, if any, Seller will endeavor to cure (and which may be cured with the consent of Purchaser by the issuance of affirmative coverage, endorsement or deletion by the Title Company) prior to the Closing Date and which of Purchaser's Objections Seller cannot or does not intend to cure. If Seller has not given Seller's Cure Notice by the end of Seller's Response Period, Seller shall be deemed to have given notice that it intends to cure none of Purchaser's Objections. If by the expiration of Seller's Response Period, Seller has not cured all of the Purchaser Objections to the reasonable satisfaction of Purchaser and/or agreed in writing to Purchaser's reasonable satisfaction that the same will be cured prior to the Closing Date (whereupon such written agreement shall be deemed a covenant of Seller hereunder to so cure same on or before the Closing Date), Purchaser may as its sole and exclusive remedy on or before the date that is two (2) business days thereafter terminate this Agreement by delivering written notice thereof to Seller. In the event of a termination of the Agreement by Purchaser under this paragraph 7(d), the Earnest Money shall be returned to Purchaser and neither party shall have any further obligations hereunder other than any surviving obligations. Notwithstanding anything herein or elsewhere in this Agreement contained to the contrary, Seller shall, in all events, be obligated to cure (i) all liens of a definitive and ascertainable amount which affect all or any portion of the Project and (ii) all encumbrances voluntarily incurred by Seller and not consented to by Purchaser arising after the date of this Agreement.

#### 8. SELLER'S REPRESENTATIONS AND WARRANTIES.

Seller represents and warrants to Purchaser that the following matters are true as of the Contract Date:

(a) Title. Other than with respect to the Permitted Exceptions, Seller has or will at Closing have, good, marketable and insurable title to the Project, free and clear of all mortgages and security interests, leases, agreements and tenancies, licenses, claims, options, options to purchase, liens, covenants, conditions, restrictions, rights-of-way, easements, judgments and other matters affecting title to the Project.

(b) Contracts. There are no contracts of any kind relating to the management, leasing, operation, maintenance or repair of the Project, except those "Contracts" listed on Exhibit E attached hereto, all of which will be terminated by Seller prior to Closing unless Purchaser otherwise directs Seller pursuant to written notice provided to Seller at least ten (10) days prior to Approval Date. Seller has performed all material obligations required to be performed by it, and is not in default, under any of such Contracts.

(c) Litigation. Seller has not received any written notice of pending or threatened litigation affecting the Project or in which Seller is or will be a party by reason of Seller's ownership or operation of the Project.

(d) Authority. The execution and delivery of this Agreement by Seller, and the performance of this Agreement by Seller, have been duly authorized by Seller, and this Agreement is binding on Seller and enforceable against Seller in accordance with its terms. No consent of any creditor, investor, judicial or administrative body, governmental authority, or other governmental body or agency, or other party to such execution, delivery and performance by Seller is required.

(e) United States Person. Seller is a "United States Person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and shall execute and deliver an "Entity Transferor" certification at Closing.

(f) Condemnation. Seller has not received any written notice of any pending or contemplated condemnation or other governmental taking proceedings affecting all or any part of the Project.

(g) Project Matters. To the best of Seller's Knowledge, Seller has not received any written notice of (1) violations of zoning or other legal non-compliance with zoning laws for the Project, (2) pending or actual condemnation actions regarding the Project, or (3) recapture agreements affecting the Project. To the best of Seller's Knowledge, other than reports or studies prepared by third parties, the Seller's Deliveries are true and correct.

The representations and warranties made in this Agreement by Seller shall be continuing, and shall be deemed remade by Seller as of the date of Closing with the same force and effect as if in fact specifically remade at that time. All representations and warranties made in this Agreement shall survive the Closing for a period of six (6) months and shall not merge into any instrument of conveyance delivered at the Closing.

9. COVENANTS OF SELLER.

Effective as of the execution of this Agreement, Seller hereby covenants with Purchaser as follows:

(a) Leases. Seller shall not execute or modify any lease (new or existing), license, or other agreement affecting the ownership or operation of the Project or for personal property or equipment, without Purchaser's prior written approval.

(b) New Contracts. Seller shall not enter into any contract or modify any existing contract with respect to the ownership and operation of the Project that will survive the Closing, or that would otherwise affect the use, operation or enjoyment of the Project, without Purchaser's prior written consent, except for service contracts entered into in the ordinary course of business which are terminable without penalty on not less than thirty (30) days' notice. If Purchaser's approval to any contract is requested, such approval shall be deemed given if not disapproved in writing within five (5) days following receipt of Seller's written request for approval.

(c) Operation of Project. Between the Contract Date and Closing Date, Seller shall continue to operate and manage the Project consistent with Seller's past practices. Except as otherwise specifically provided herein, Seller shall deliver the Project at Closing in substantially the same condition as it is on the Contract Date.

(d) Pre-Closing Expenses. Seller has paid or will pay in full, prior to Closing, all bills and invoices for labor, goods, materials and services of any kind relating to the Project and utility charges, relating to the period prior to Closing. Any alterations, installations, decorations and other work required to be performed under any and all agreements affecting the Project have been or will, by the Closing, be completed and paid for in full.

All covenants made in this Agreement by Seller shall survive the Closing for a period of six (6) months and shall not be merged into any instrument of conveyance delivered at Closing.

10. AS IS TRANSACTION. Purchaser hereby acknowledges that, except as otherwise provided in this Agreement, it is not relying upon any representation or statement of Seller, or any of Seller's agents with respect to the condition of the Project or any portion thereof in executing this Agreement or proceeding with this transaction. Purchaser will rely upon its own inspection of the Project. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, PURCHASER AGREES TO TAKE THE PROJECT IN IT'S "AS-IS", "WHERE-IS" CONDITION AS OF THE CONTRACT DATE. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE COMPLETENESS OR ACCURACY OF ANY REPORTS OR STUDIES OF THE PROJECT DELIVERED TO PURCHASER BY SELLER WHICH WERE PREPARED BY THIRD PARTIES. The statements, releases, obligations and other agreements of this Paragraph shall survive the Closing.

11. ADDITIONAL CONDITIONS PRECEDENT TO CLOSING.

In addition to the other conditions enumerated in this Agreement, the following shall be additional Conditions Precedent to Purchaser's obligation to close hereunder:

(a) Physical Condition. The physical condition of the Project shall be substantially the same on the Closing Date as on the Contract Date, reasonable wear and tear excepted, unless the alteration of said physical condition is the result of Damage (as defined in Paragraph 15 hereof).

(b) Pending Actions. At Closing, there shall be no administrative agency, litigation or governmental proceeding of any kind whatsoever, pending that, after Closing, would, materially and adversely affect the value or marketability of the Project, or the ability of Purchaser to operate the Project in the manner it is being operated on the Contract Date.

12. SELLER'S CLOSING DELIVERIES.

At Closing (or such other times as may be specified below), Seller shall deliver or cause to be delivered to Purchaser the following, in form and substance reasonably acceptable to Purchaser:

(a) Deed. The Deed, executed by Seller, in recordable form conveying the Project to Purchaser free and clear of all liens, claims and encumbrances except for the Permitted Exceptions.

(b) Bill of Sale. A warranty assignment and Bill of Sale, executed by Seller, assigning, conveying and warranting to the Purchaser title to the Personal Property, free and clear of all encumbrances, other than the Permitted Exceptions.

(c) Assignment of Contracts. An assignment, executed by Seller, to Purchaser of those of the Contracts that Purchaser may elect in writing to assume (the "Assigned Contracts"), with (i) the agreement of Seller to indemnify, protect, defend and hold Purchaser harmless from and against any and all claims, damages, losses, suits, proceedings, costs and expenses (including, but not limited to, reasonable attorneys' fees) arising in connection with the Assigned Contracts and relating to the period of time prior to Closing and (ii) the corresponding agreement of Purchaser to indemnify Seller for claims arising in connection with the Assigned Contracts and relating to the period of time after the Closing. Seller shall also assign all guarantees and warranties given to Seller in connection with the operation, construction, improvement, alteration or repair of the Project.

(d) Affidavit of Title. An Affidavit of Title executed by Seller to Purchaser, in customary form, referencing Seller holding good and marketable title to the Project.

(e) Keys. Keys to all locks located in the Project.

(f) Original Documents. To the extent not previously delivered to Purchaser, originals of the Assigned Contracts.

(g) Closing Statement. A closing statement conforming to the proration and other relevant provisions of this Agreement.

(h) Plans and Specifications. All plans and specifications in Seller's possession and control or otherwise available to Seller.

(i) Entity Transfer Certificate. Entity Transfer Certification confirming that Seller is a "United States Person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

(j) Other. Such other documents and instruments as may reasonably be required by Purchaser, its (or its underwriters' or lenders') counsel or the Title Company and that may be necessary to consummate this transaction and to otherwise effect the agreements of the parties hereto.

### 13. PRORATIONS AND ADJUSTMENTS.

The following shall be prorated and adjusted between Seller and Purchaser as of the Closing Date, except as otherwise specified:

(a) Purchaser and Seller shall divide the cost of any escrows hereunder equally between them.

(b) Water, electricity, sewer, gas, telephone and other utility charges based, to the extent practicable, on final meter readings and final invoices.

(c) Amounts paid or payable under the Assigned Contracts shall be prorated.

(d) All accrued general real estate, personal property and ad valorem taxes for the current year applicable to the Project based upon 105% of the most recent ascertainable tax bills. To the extent that, as of the Closing Date, Purchaser is protesting real estate taxes for any year prior to the year of Closing, any refunds shall be the property of Seller.

(e) All assessments, general or special, shall be prorated as of the Closing Date, with Seller being responsible for any installments of assessments which are due prior to the Closing Date and Purchaser being responsible for any installments of assessments which are due on or after the Closing Date.

(f) Such other items that are customarily prorated in transactions of this nature shall be ratably prorated.

For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Project, and therefore entitled to the income therefrom and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All such prorations shall be made on the basis of the actual number of days of the year and month that shall have elapsed as of the Closing Date. The amount of such prorations shall be adjusted in cash after Closing, as and when complete and accurate information becomes available; however, the parties hereby agree that there shall be no reparation for real estate taxes after the Closing Date. Seller and Purchaser agree to cooperate and use their good faith and diligent efforts to make such adjustments no later than thirty (30) days after the Closing. Items of expense for the period prior to the Closing Date will be for the account of Seller and items of expense for the period on and after the Closing Date will be for the account of Purchaser, all as determined by the accrual method of accounting. Bills received after Closing, that relate to expenses incurred, services performed or other amounts allocable to the period prior to the Closing Date, shall be paid by Seller.

14. CLOSING EXPENSES.

Seller will pay all documentary and state, county and municipal transfer taxes relating to the instruments of conveyance contemplated herein, the cost of the Title Policy with extended coverage, the cost of the Survey, and one-half of the cost of any escrows hereunder. Purchaser will pay one-half the cost of any escrows hereunder, the cost of recording the Deed, the cost of any endorsements to the Title Policy requested by Purchaser, and any costs incurred by Purchaser in connection with Purchaser's financing of the Project.

15. DESTRUCTION, LOSS OR DIMINUTION OF PROJECT

If, prior to Closing, all or any portion of the Project is damaged by fire or other natural casualty (collectively "Damage"), or is taken or made subject to condemnation, eminent domain or other governmental acquisition proceedings (collectively "Eminent Domain"), then the following procedures shall apply:

(a) If the aggregate cost of repair or replacement or the value of the Eminent Domain (collectively, "repair and/or replacement") is \$50,000.00 or less, in the opinion of Purchaser's and Seller's respective engineering consultants, Purchaser shall close and take the Project as diminished by such events, subject to a reduction in the Purchase Price applied against the cash otherwise due at the Closing, in the full amount of the repair and/or replacement. Any casualty insurance or condemnation proceeds shall be the sole property of Seller.

(b) If the aggregate cost of repair and/or replacement is greater than \$50,000.00, in the opinion of Purchaser's and Seller's respective engineering consultants, then Purchaser, at its sole option, may elect either to (i) terminate this Agreement by written notice to Seller and receive an immediate return of the Earnest Money, together with all interest earned thereon, and neither party shall have any further liability to the other hereunder, except as

otherwise provided in this Agreement; or (ii) proceed to close subject to (1) a reduction on the Purchase Price of the cost to repair, applied against the cash otherwise due at Closing; together with (2) an assignment of the proceeds of Seller's casualty insurance for all Damage (or condemnation awards for any Eminent Domain) in excess of the cost to repair. In such event, Seller shall fully cooperate with Purchaser in the adjustment and settlement of the insurance claim and if, as of Closing, the insurance proceeds (or condemnation award) assignable to Purchaser shall not have been collected from the insurer, then a cash credit in the amount thereof shall be given to Purchaser, to be repaid to Seller out of and upon Purchaser's receipt of insurance proceeds.

(c) In the event of a dispute between Seller and Purchaser with respect to the cost of repair and/or replacement with respect to the matters set forth in this Paragraph 15, an engineer designated by Seller and an engineer designated by Purchaser shall select an independent engineer licensed to practice in the jurisdiction where the Project is located who shall resolve such dispute. All fees, costs and expenses of such third engineer so selected shall be shared equally by Purchaser and Seller.

16. DEFAULT.

(a) Default by Seller. In the event Seller defaults in its obligations hereunder, then, provided such default is not due to Purchaser's fault, Purchaser shall have the right as its sole and exclusive remedy to either: (i) seek specific performance requiring Seller to consummate the transaction; or (ii) terminate this Agreement, in which event the Earnest Money shall be returned to Purchaser. Purchaser shall have no other remedy for any default by Seller.

(b) Default by Purchaser. In the event Purchaser defaults in its obligations to close the purchase of the Project, then Seller's sole and exclusive remedy shall be to cause the Escrowee to deliver the Earnest Money, together with all interest earned thereon, to Seller, the amount thereof being fixed and liquidated damages, it being understood that Seller's actual damages in the event of such default are difficult to ascertain and that such proceeds represent the parties' best current estimate of such damages. Seller shall have no other remedy for any default by Purchaser.

17. SUCCESSORS AND ASSIGNS.

The terms, conditions and covenants of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective nominees, successors, beneficiaries and assigns; provided, however, no conveyance, assignment or transfer of any interest whatsoever of, in or to the Project or of this Agreement shall be made by Seller during the term of this Agreement. Purchaser may assign all or any of its right, title and interest under this Agreement to an entity affiliated with the Purchaser by written notice to Seller on or before the Approval Date. No such assignee shall accrue any obligations or liabilities hereunder until the effective date of such assignment.

18. LITIGATION.

In the event of litigation between the parties with respect to the Project, this Agreement, the Escrow Agreement, the performance of their respective obligations hereunder or the effect of a termination under this Agreement or the Escrow Agreement, the non-prevailing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation, including, but not limited to, reasonable attorneys' fees of counsel selected by the prevailing party. Notwithstanding any provision of this Agreement to the contrary, the obligations of the parties under this Paragraph 18 shall survive termination of this Agreement.

19. NOTICES.

Any notice, demand or request which may be permitted, required or desired to be given in connection therewith shall be given in writing and directed to Seller and Purchaser as follows:

Seller: Shale-Inland Realty, LLC  
c/o Floworks International LLC  
515 Post Oak Boulevard  
Suite 800  
Houston, Texas 77027  
Attn: General Counsel

With a copy to  
its attorneys: Patzik, Frank & Samotny Ltd.  
150 South Wacker Drive  
Suite 1500  
Chicago, Illinois 60606  
Attn: James M. Teper, Esq.

Purchaser: Pouloukefalos Enterprises II, LLC  
c/o Kelleher & Buckley, LLC  
102 South Wynstone Park Drive  
Suite 100  
North Barrington, Illinois 60010  
Attn.: Vasili D. Russis, Esq.

With a copy to  
its attorneys: Kelleher & Buckley, LLC  
102 South Wynstone Park Drive  
Suite 100  
North Barrington, Illinois 60010

Attn.: Vasili D. Russis, Esq.

Notices shall be deemed properly delivered and received when and if either (i) personally delivered; (ii) delivered by Federal Express or other overnight courier; or (iii) three (3) business days after being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid.

20. BENEFIT.

This Agreement is for the benefit only of the parties hereto and their nominees, successors, beneficiaries and assignees as permitted in Paragraph 17 and no other person or entity shall be entitled to rely hereon, receive any benefit herefrom or enforce against any party hereto any provision hereof.

21. BROKERAGE.

Each party hereto represents and warrants to the other that it has dealt with no brokers or finders in connection with this transaction, except for JLL Midwest and NAI Hiffman. Seller shall pay any brokers' commission due to JLL Midwest pursuant to the terms of a separate agreement between Seller and JLL Midwest. JLL Midwest shall pay NAI Hiffman. Seller and Purchaser each hereby indemnify, protect and defend and hold the other harmless from and against all losses, claims, costs, expenses, damages (including, but not limited to, attorneys' fees of counsel selected by the indemnified party) resulting from the claims of any broker, finder, or other such party, other than JLL Midwest and NAI Hiffman, claiming by, through or under the acts or agreements of the indemnifying party. The obligations of the parties pursuant to this Paragraph 21 shall survive any termination of this Agreement.

22. REASONABLE EFFORTS.

Seller and Purchaser shall use their reasonable, diligent and good faith efforts, and shall cooperate with and assist each other in their efforts, to obtain such consents and approvals of third parties (including, but not limited to, governmental authorities), to the transaction contemplated hereby, and to otherwise perform as may be necessary to effectuate transfer the Project to Purchaser in accordance with this Agreement.

23. MISCELLANEOUS.

(a) Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous oral agreements, understandings, representations and statements, and all prior written agreements, understandings, letters of intent and proposals are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party

against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

(b) Time of the Essence. Time is of the essence of this Agreement. If any date herein set forth for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Illinois for observance thereof.

(c) Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement. The headings of various Paragraphs in this Agreement are for convenience only, and are not to be utilized in construing the content or meaning of the substantive provisions hereof.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(e) Partial Invalidity. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision shall not affect the validity of enforceability of any other provision hereof.

(f) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of such counterparts together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale on the date first above written.

**SELLER:**

SHALE-INLAND REALTY, LLC,  
a Delaware limited liability company

By: Kevin S. Boyle Sr.  
Name: Kevin S. Boyle Sr.  
Title: CFO

**PURCHASER:**

POULOKEFALOS ENTERPRISES II, LLC, a  
Delaware limited liability company

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale on the date first above written.

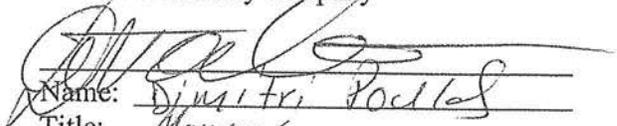
**SELLER:**

SHALE-INLAND REALTY, LLC,  
a Delaware limited liability company

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

**PURCHASER:**

POULOKEFALOS ENTERPRISES II, LLC, a  
Delaware limited liability company

By:  \_\_\_\_\_  
Name: Dimitri Poullos  
Title: Manager

**SCHEDULE OF EXHIBITS**

- A Land
- B Escrow Agreement
- C Seller's Deliveries
- D Permitted Exceptions
- E Contracts
- F Affidavit

EXHIBIT A

LAND

PARCEL 1:

LOT 1 IN BARTLETT INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 35 AND PART OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BARTLETT, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 15 FEET (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE ABOVE SAID LOT 1) OF THE FOLLOWING PARCEL:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 703.33 FEET TO THE SOUTHWEST CORNER OF BARTLETT INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF SECTION 35 AND SECTION 36 AFORESAID, FOR THE POINT OF BEGINNING; THENCE NORTHERLY ALONG THE WEST LINE OF SAID BARTLETT INDUSTRIAL PARK AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 777.52 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 672.19 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 35, A DISTANCE OF 900.09 FEET TO THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE EASTERLY ALONG SAID SOUTH LINE, A DISTANCE OF 665.0 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY GRANT FROM WESTERNACADIA, INC., A CORPORATION OF ILLINOIS, TO LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 30, 1974 AND KNOWN AS TRUST NUMBER 47075, DATED FEBRUARY 1, 1974 AND RECORDED OCTOBER 3, 1974 AS DOCUMENT 22866219 TO CONSTRUCT, INSTALL, ALTER, MAINTAIN, RENEW AND OPERATE A RAILROAD SWITCH TRACK AND ALL OTHER NECESSARY APPURTENANCES, EQUIPMENT OR FACILITIES FOR THE PURPOSE OF PROVIDING RAILROAD SERVICE OVER AND

ACROSS THE LAND DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD WITH A LINE THAT IS 15.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WEST LINE OF LOT 1 IN BARTLETT INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 35, AND PART OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 36, TOWNSHIP AND RANGE AFORESAID; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 116.73 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID PARALLEL LINE, A DISTANCE OF 540.25 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 176 DEGREES 47 MINUTES AND 43 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 348.57 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 407.38 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 442.71 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, THAT IS 275.19 FEET NORTHWESTERLY OF (AS MEASURED ALONG SAID SOUTHERLY RIGHT OF WAY LINE) THE NORTHWEST CORNER OF LOT 1, AFORESAID; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 161.02 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 477.38 FEET, A DISTANCE OF 164.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**EXHIBIT B**

**STRICT JOINT ORDER ESCROW AGREEMENT**



**CHICAGO TITLE AND TRUST COMPANY**

171 NORTH CLARK, CHICAGO, ILLINOIS 60601

Refer to: LINDA M. TYRRELL  
Phone no.: 312-223-3361  
Fax no: 312-223-4857  
E-Mail: linda.tyrrell@ctf.com

**STRICT JOINT ORDER ESCROW TRUST INSTRUCTIONS**

ESCROW TRUST NO: \_\_\_\_\_ TITLE ORDER NO.: 1401 008981518 DATE: May \_\_, 2016

To: Chicago Title and Trust Company, Escrow Trustee: Attn: Linda Tyrrell

**Customer Identification:**

Seller: Shale-Inland Realty, LLC, a Delaware limited liability company

Purchaser: Pouloukefalos Enterprises II, LLC, a Delaware limited liability company

Property Address: 802 East Devon Avenue, Bartlett, Illinois

Project Reference: 802 East Devon Avenue, Bartlett, Illinois

Proposed Disbursement Date: Approximately June \_\_, 2016

**Deposits:**

1. The sum of \$60,000.00 by wire transfer representing the Earnest Money

**Delivery of Deposits:**

The above-referenced escrow trust deposits ("deposits") are deposited with the escrow trustee to be delivered by it only upon the receipt of a joint order of the undersigned or their respective legal representatives or assigns.

In no case shall the above-mentioned deposits be surrendered except upon the receipt of an order signed by the parties hereto, their respective legal representatives or assigns, or in obedience to the court order described below.

**Billing Instructions:**

Escrow trust fee will be billed as follows: \$300.00; ½ to each party, unless otherwise specified. However, if the final Deed and Money takes place at Chicago Title, the Joint Order Escrow Fee will be waived.

The parties acknowledge that beginning after a period of one year from the date of this agreement, Chicago Title and Trust Company will impose an administrative maintenance fee (quarterly, semi-annually, or annually) equivalent to the fee set forth on the Company's then current rate schedule.

This fee may be deducted from the outstanding escrow balance or billed to: ½ TO EACH PARTY

PLEASE NOTE: The escrow trust fee for these joint order escrow trust instructions is due and payable within 30 days from the projected disbursement date (which may be amended by joint written direction of the parties hereto). In the event no projected disbursement date is ascertainable, said escrow trust fee is to be billed at acceptance and is due

and payable within 30 days from the billing date. Chicago Title and Trust Company, at its sole discretion, may reduce or waive the escrow trust fee for these joint order escrow instructions in the event the funds on deposit herein are transferred to or disbursed in connection with sale escrow trust instructions or an agency closing transaction established at Chicago Title.

Escrow Trust No.:

Investment:

Deposits made pursuant to these instructions shall be invested in an insured interest bearing account upon receipt of Purchaser's taxpayer identification number, or may be invested in some other manner on behalf of any party or parties hereto; provided that any other such direction to escrow trustee for such investment shall be expressed in writing and contain the consent of all parties to this escrow, and also provided that escrow trustee is in receipt of the taxpayer's identification number and investment forms as required. Escrow trustee will, upon request, furnish information concerning its procedures and fee schedules for investment.

In the event the escrow trustee is requested to invest deposits hereunder, Chicago Title and Trust Company is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of these escrow trust instructions.

Direction Not to Invest/Right to Commingle:

Except as to deposits of funds specified above or such other investments for which escrow trustee has received express written direction concerning investment or other handling, the parties hereto direct the escrow trustee NOT to invest any funds deposited by the parties under the terms of this escrow and waive any rights which they may have under Section 2-8 of the Corporate Fiduciary Act (205 ILCS 620/2-8) to receive interest on funds deposited hereunder. In the absence of an authorized direction to invest funds, the parties hereto agree that the escrow trustee shall be under no duty to invest or reinvest any such funds at any time held by it hereunder. Provided, however, nothing herein shall diminish escrow trustee's obligation to apply the full amount of such funds in accordance with the terms of these escrow instructions.

Compliance With Court Order:

The undersigned authorize and direct the escrow trustee to disregard any and all notices, warnings or demands given or made by the undersigned (other than jointly or unilaterally by Purchaser to the extent provided above) or by any other person. The said undersigned also hereby authorize and direct the escrow trustee to accept, comply with, and obey any and all writs, orders, judgments or decrees entered or issued by any court with or without jurisdiction; and in case the said escrow trustee obeys or complies with any such writ, order, judgment or decree of any court, it shall not be liable to any of the parties hereto or any other person, by reason of such compliance, notwithstanding any such writ, order, judgment or decree be entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. In case the escrow trustee is made a party defendant to any suit or proceedings regarding this escrow trust, the undersigned, for themselves, their heirs, personal representatives, successors, and assigns, jointly and severally, agree to pay to said escrow trustee, upon written demand, all costs, attorney's fees, and expenses incurred with respect thereto. The escrow trustee shall have a lien on the deposit(s) herein for any and all such costs, fees and expenses. If said costs, fees and expenses are not paid, then the escrow trustee shall have the right to reimburse itself out of the said deposit(s).

Execution:

These escrow trust instructions are governed by and are to be construed under the laws of the state of Illinois. The escrow trust instructions, amendments or supplemental instructions hereto, may be executed in counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

For Seller: SHALE-INLAND REALTY, LLC

For Purchaser: POULOKEFALOS ENTERPRISES II, LLC

By: Patzik, Frank & Samotny Ltd., Its Attorneys

By: Kelleher & Buckley, LLC, Its Attorneys

Address: Patzik, Frank & Samotny Ltd.  
150 South Wacker Drive, Suite 1500  
Chicago, Illinois 60606  
Attn.: James M. Teper, Esq.

Address: Kelleher & Buckley, LLC  
102 South Wynstone Park Drive, Suite 100  
North Barrington, Illinois 60010  
Attn: Vasili D. Russis, Esq.

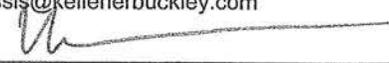
Phone: (312) 551-3070

Phone: (847) 382-9130

E-Mail: [jteper@pfs-law.com](mailto:jteper@pfs-law.com)

E-Mail: [vrussis@kelleherbuckley.com](mailto:vrussis@kelleherbuckley.com)

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

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

Accepted: Chicago Title and Trust Company, as Escrow Trustee

By: \_\_\_\_\_ Date: May \_\_\_\_, 2016

## EXHIBIT C

### SELLER'S DELIVERIES

1. Copies of any and all leases and all other occupancy agreements affecting the Project.
2. Copies of all brokerage commission, management, leasing, maintenance, repair, service, pest control and supply contracts (including, without limitation, janitorial, elevator, scavenger, laundry and landscaping agreements), equipment rental agreements and master antenna agreements (if applicable), and any other contracts or agreements relating to or affecting the Project (other than Major Repair Contracts, as defined herein) which will be binding upon the Project or Purchaser subsequent to Closing (the "Contracts").
3. Copies of all contracts for repairs or capital replacements performed at the Project during the two (2) years immediately preceding the Contract Date for a contract price in excess of \$10,000.00 ("Major Repair Contracts").
4. Copies of all certificates of occupancy, licenses, permits, authorizations and approvals required by law or by any governmental authority having jurisdiction thereover in respect of the Project, or any portion thereof, occupancy thereof or any present use thereof in Seller's possession or control (the "Governmental Approvals").
5. Copies of all guarantees and warranties and other documents or instruments evidencing or relating to the improvements of the Project.
6. Copies of all environmental reports with respect to the Project, in Seller's possession or control.
7. Copy of Seller's existing title policy and prior Surveys.
8. Copies of all notices from any governmental authority pertaining to building code and other safety violations, and any proof of remediation or cure.
9. Last two (2) years real estate tax bills.
10. Engineering Reports and studies.
11. Building plans and drawings.
12. All utility invoices for the past six (6) months, including but not limited to, gas electric and water service.

**EXHIBIT D**

**PERMITTED EXCEPTIONS**

1. REAL ESTATE TAXES NOT YET DUE AND PAYABLE.
2. GRANT OF EASEMENTS RECORDED MAY 3, 1968 AND DOCUMENT 20479365 MADE BY WILLIAM R. LEISEBERG AND DORA A. LEISEBERG TO THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO OF PERPETUAL EASEMENT AND THE RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, REPAIR, REPLACE, OPERATE AND MAINTAIN A SEWER IN, UNDER AND THROUGH THE FOLLOWING DESCRIBED LAND:

THE NORTH 20 FEET OF THE SOUTH 30 FEET OF THE SOUTH EAST ¼ OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

3. A 20 FOOT PERMANENT SANITARY SEWER EASEMENT ALONG THE SOUTH LINE AS SHOWN ON PLAT OF SUBDIVISION RECORDED MAY 13, 1969 AS DOCUMENT 20839618.
4. A 115 FOOT BUILDING LINE AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED MAY 13, 1969 AS DOCUMENT 20839618.
5. TERMS, PROVISIONS AND CONDITIONS RELATING TO THE EASEMENT DESCRIBED AS PARCEL 3 CONTAINED IN THE INSTRUMENT CREATING SUCH EASEMENT.
6. RIGHTS OF THE ADJOINING OWNER, OR OWNERS, TO THE CONCURRENT USE OF THE EASEMENT.
7. EASEMENT FOR PUBLIC UTILITIES OVER THE SOUTH 10 FEET AND THE NORTH 20 FEET OF THE SOUTH 30 FEET, AS SHOWN ON PLAT OF SUBDIVISION.
8. EASEMENT OVER THE SOUTH 37 FEET OF LOT 1 AFORESAID FOR PUBLIC USE AS A PUBLIC STREET AND ROADWAY AND FOR CONSTRUCTING, MAINTAINING AND REPAIRING OF THE UNDERGROUND UTILITY IMPROVEMENTS CREATED BY GRANT OF EASEMENT TO THE VILLAGE OF BARTLETT, A MUNICIPAL CORPORATION, RECORDED JUNE 1, 1984 AS DOCUMENT 27110538 AND THE CONDITIONS CONTAINED THEREIN.

9. EASEMENT OVER THE SOUTH 37 FEET OF PARCEL 2 AFORESAID FOR PUBLIC USE AS A PUBLIC STREET AND ROADWAY AND FOR CONSTRUCTING, MAINTAINING AND REPAIRING OF THE UNDERGROUND UTILITY IMPROVEMENTS CREATED BY GRANT OF EASEMENT TO THE VILLAGE OF BARTLETT, A MUNICIPAL CORPORATION, RECORDED JUNE 1, 1984 AS DOCUMENT 27110539 AND THE CONDITIONS CONTAINED THEREIN.

**EXHIBIT F**

**AFFIDAVIT**

STATE OF ILLINOIS        }

COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_ (“Affiant”), the \_\_\_\_\_ of SHALE-INLAND REALTY, LLC, a Delaware limited liability company (“Owner”), being duly sworn, do hereby depose and state as follows:

1. I am over the age of 18 and am a resident of the State of Illinois;
2. I have personal knowledge of the facts herein, and, if called as a witness, could testify competently thereto;
3. That the Affiant is the \_\_\_\_\_ of the Owner and the Owner is the taxpayer of record of the property commonly known as 802 E. Devon Avenue in Bartlett, Illinois (“Property”) also known by Cook County for taxation purposes as PINS 06-35-400-009-0000 and 06-35-400-019-0000;
4. That, the Property was abandoned, unused, and/or vacant for at least 24 continuous months prior to the date hereof;

FURTHER AFFIANT SAYETH NOT.

Under the penalties as provided by Illinois Law, the undersigned certifies that the statements set forth in this instrument are true and correct.

Executed this \_\_\_\_\_ day of May, 2016

SHALE-INLAND REALTY, LLC,  
a Delaware limited liability company

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

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

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

Subscribed to and sworn before me  
this \_\_\_\_\_ day of May, 2016.

\_\_\_\_\_  
Notary Public

## EXHIBIT K

### EMPLOYMENT OPPORTUNITIES

Pursuant to current economic and market dynamics, Applicant's estimates are as follows:

- I. How many construction jobs will be created as a result of this development – Approximately 120<sup>1</sup>
- II. How many new permanent full-time and part-time employees do you now employ in Cook County
- III. How many new permanent full-time jobs will be created as a result of this proposed development – Full-time = 260 (approximately) and Part-time = 40

Additionally, Applicant reserves the right to amend and/or supplement said response at a later time when new or additional information subsequently becomes known or available to Applicant.

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<sup>1</sup> Positions will be created at a later date, after Applicant's comprehensive plan of construction and rehabilitation of the Property is finalized and approved by all of the parties in interest.

EXHIBIT L

802 E Dev Avenue  
Bartlett, IL 60103

PIN: 06-35-400-009-0000 06-35-400-019-000

Tax Year	Estimated Assessed Value (2013 Assessor Proposed)	Estimated Market Value	Estimated Tax Rate	Estimated State Multiplier	Estimated Tax Without Incentive & Occupancy	Estimated Taxes/Sq. Ft. Without Incentive & Occupancy	Estimated Taxes Without Incentive & Full Vacancy	Estimated Taxes/Sq. Ft. Without Incentive & Full Vacancy	Estimated Assessed Value With Incentive	Estimated Tax With Incentive	Estimated Building Square Feet
2017**	\$922,968	\$3,691,872	12.849%	2.7253	\$323,199	\$3.63	\$99,530	\$1.12	\$369,187	\$129,280	89,107
2018	\$922,968	\$3,691,872	12.849%	2.7253	\$323,199	\$3.63	\$99,530	\$1.12	\$369,187	\$129,280	89,107
2019	\$922,968	\$3,691,872	12.849%	2.7253	\$323,199	\$3.63	\$99,530	\$1.12	\$369,187	\$129,280	89,107
2020**	\$922,968	\$3,691,872	12.849%	2.7253	\$323,199	\$3.63	\$99,530	\$1.12	\$369,187	\$129,280	89,107
2021	\$922,968	\$3,691,872	12.849%	2.7253	\$323,199	\$3.63	\$99,530	\$1.12	\$369,187	\$129,280	89,107
2022	\$922,968	\$3,691,872	12.849%	2.7253	\$323,199	\$3.63	\$99,530	\$1.12	\$369,187	\$129,280	89,107
2023**	\$922,968	\$3,691,872	12.849%	2.7253	\$323,199	\$3.63	\$99,530	\$1.12	\$369,187	\$129,280	89,107
2024	\$922,968	\$3,691,872	12.849%	2.7253	\$323,199	\$3.63	\$99,530	\$1.12	\$369,187	\$129,280	89,107
2025	\$922,968	\$3,691,872	12.849%	2.7253	\$323,199	\$3.63	\$99,530	\$1.12	\$369,187	\$129,280	89,107
2026**	\$922,968	\$3,691,872	12.849%	2.7253	\$323,199	\$3.63	\$99,530	\$1.12	\$369,187	\$129,280	89,107
2027	\$922,968	\$3,691,872	12.849%	2.7253	\$323,199	\$3.63	\$99,530	\$1.12	\$369,187	\$129,280	89,107
2028	\$922,968	\$3,691,872	12.849%	2.7253	\$323,199	\$3.63	\$99,530	\$1.12	\$369,187	\$129,280	89,107
Totals					\$3,878,391					\$1,745,276	

\*\*Denotes Reassessment Year  
Assumptions: 1. 2014 Tax Rate  
2. 2014 Multiplier

## Property Characteristics

### 2015 Tax Year Property Information

**PIN:** 06-35-400-009-0000  
**Address:** 802 E DEVON AVE  
**City:** BARTLETT  
**Township:** Hanover  
**Property Classification:** 593  
**Square Footage (Land):** 283,140  
**Neighborhood:** 50  
**Taxcode:** 18018



06354000090000 10/15/2008

### Assessed Valuation

	2015 Board Certified	2014 Board of Review Certified
Land Assessed Value	123,873	123,873
Building Assessed Value	160,037	160,037
Total Assessed Value	283,910	283,910

### Property Characteristics

Estimated 2015 Market Value	N/A
Estimated 2014 Market Value	N/A
Description	Industrial
Age	39
Building Square Footage	0
Assessment Pass	Board Certified

[Skip to main content](#)

## Cook County Property Tax Portal Search Results

[Back to Results »](#) [Search Again »](#)[View on CookViewer Map »](#)

## Property Characteristics

[Tax Calculator](#)[More Property Characteristic Information »](#)**Info for Tax Year: 2015**

PIN: 06-35-400-009-0000  
 Address: 802 E DEVON AVE  
 City: BARTLETT  
 Zip Code: 60103  
 Township: HANOVER

**Info for Tax Year: 2015**

Estimated Property Value:  
 Total Assessed Value: 283,910 [Assessed Value History](#)  
 Lot Size (SqFt): 283,140  
 Building (SqFt):  
 Property Class: 5-93 [Property Class Description](#)

## Tax Bill Mailing Address

**Info for Tax Year: 2015**

THOMAS A MALLAN  
 2 HANCE AV  
 TINTON FALLS, NJ 07724

[Update Mailing Address »](#)

## Other Related Information

Tax Rate (2014): 12.849 [Tax Rate History](#)  
 Tax Code (2015): 18018  
[View Taxing Districts' Financial Statements »](#)

[More Tax Rate Information »](#)

## Tax Billed Amounts &amp; Tax History

2015:	\$54,679.82 *	<a href="#">Paid in Full</a>
2014:	\$99,417.85	<a href="#">Paid in Full</a>
2013:	\$99,104.41	<a href="#">Payment History</a>
2012:	\$202,866.85	<a href="#">Payment History</a>
2011:	\$182,469.82	<a href="#">Payment History</a>

\* = (1st Install Only)

[More Payment Options, Instructions & Tax Bill Requests »](#)

## Exemptions

2015:	Not Available
2014:	0 Exemptions Received
2013:	0 Exemptions Received
2012:	0 Exemptions Received
2011:	0 Exemptions Received

[More Exemption Information »](#)

## Appeals

2015:	Not Available
2014:	Appeal Filed
2013:	Appeal Filed
2012:	Appeal Filed
2011:	Appeal Filed

[More Appeal Information »](#)

## Refunds Available

No Refund Available

[More Refund Information »](#)

## Tax Sale (Delinquencies)

2015:	Tax Sale Has Not Occurred
2014:	Tax Sale Has Not Occurred
2013:	No Tax Sale
2012:	No Tax Sale
2011:	No Tax Sale

[More Tax Sale Information »](#)

## Documents, Deeds &amp; Liens

1518017027 - AMENDMENT - 06/29/2015  
 1516247165 - MORTGAGE - 06/11/2015  
 1306710083 - SUBORDINATION - 03/08/2013  
 1305131134 - FINANCING STATEMENT - 02/20/2013  
 1305131133 - SUBORDINATION - 02/20/2013

[More Record Information »](#)

All years referenced herein denote the applicable tax year (i.e., the year for which taxes were assessed). Parcels may from time to time be consolidated or subdivided. If information regarding a particular PIN appears to be missing for one or more tax years, it is possible that the PIN has changed due to a consolidation or subdivision. Users may contact the Cook County Clerk's Office for information regarding PIN lineage. Users should also note that the information displayed on this site does not include special assessments (which are billed and collected by municipalities) or omitted taxes (which are assessed on an ad hoc basis by the Cook County Assessor's Office). Please direct inquiries regarding the status of special assessments to your municipality. Questions regarding omitted taxes should be directed to the Assessor's Office.

**Note: This printout cannot be used as a tax bill.**

# Property Characteristics

## 2015 Tax Year Property Information

**PIN:** 06-35-400-019-0000  
**Address:** 100 DEVON AVE  
**City:** BARTLETT  
**Township:** Hanover  
**Property Classification:** 190  
**Square Footage (Land):** 13,460  
**Neighborhood:** 50  
**Taxcode:** 18018



06354000190000 09/24/2008

## Assessed Valuation

	2015 Board Certified	2014 Board of Review Certified
Land Assessed Value	673	673
Building Assessed Value	389	1,949
Total Assessed Value	1,062	2,622

## Property Characteristics

Estimated 2015 Market Value	N/A
Estimated 2014 Market Value	N/A
Description	Other minor improvement which does not add value
Age	26
Building Square Footage	0
Assessment Pass	Board Certified

[Skip to main content](#)

# Cook County Property Tax Portal Search Results

[Search Again >>](#)

## Property Characteristics

[Tax Calculator](#)

[More Property Characteristic Information >>](#)



06354000190000 09/24/2008

[View on CookViewer Map >>](#)

### Info for Tax Year: 2015

PIN: 06-35-400-019-0000  
Address: 100 DEVON AVE  
City: BARTLETT  
Zip Code: 00000  
Township: HANOVER

### Info for Tax Year: 2015

Estimated Property Value:  
Total Assessed Value: 1,062 [Assessed Value History](#)  
Lot Size (SqFt): 13,460  
Building (SqFt):  
Property Class: 1-90 [Property Class Description](#)

## Tax Bill Mailing Address

### Info for Tax Year: 2015

THOMAS A MALLAN  
2 HANCE AV  
TINTON FALLS, NJ 07724

[Update Mailing Address >>](#)

## Other Related Information

Tax Rate (2015): 13.291 [Tax Rate History](#)  
Tax Code (2015): 18018  
[View Taxing Districts' Financial Statements >>](#)

[More Tax Rate Information >>](#)

## Tax Billed Amounts & Tax History

2015: \$376.67 [Pay Online: \\$404.92 due](#)  
2014: \$918.19 [Pay Online: \\$1,198.53 due](#)  
2013: \$366.32 [Payment History](#)  
2012: \$567.86 [Payment History](#)  
2011: \$520.81 [Payment History](#)

\* = (1st Install Only)

[More Payment Options, Instructions & Tax Bill Requests >>](#)

## Exemptions

2015: 0 Exemptions Received  
2014: 0 Exemptions Received  
2013: 0 Exemptions Received  
2012: 0 Exemptions Received  
2011: 0 Exemptions Received

[More Exemption Information >>](#)

## Appeals

2015: Appeal Filed  
2014: Appeal Filed  
2013: Appeal Filed  
2012: Appeal Filed  
2011: Appeal Filed

[More Appeal Information >>](#)

## Refunds Available

No Refund Available

[More Refund Information >>](#)

## Tax Sale (Delinquencies)

2015: Tax Sale Has Not Occurred  
2014: Tax Sale Has Not Occurred  
2013: No Tax Sale  
2012: No Tax Sale  
2011: No Tax Sale

[More Tax Sale Information >>](#)

## Documents, Deeds & Liens

1518017027 - AMENDMENT - 06/29/2015  
1516247165 - MORTGAGE - 06/11/2015  
1306710083 - SUBORDINATION - 03/08/2013  
1305131134 - FINANCING STATEMENT - 02/20/2013  
1305131133 - SUBORDINATION - 02/20/2013

[More Record Information >>](#)

All years referenced herein denote the applicable tax year (i.e., the year for which taxes were assessed). Parcels may from time to time be consolidated or subdivided. If information regarding a particular PIN appears to be missing for one or more tax years, it is possible that the PIN has changed due to a consolidation or subdivision. Users may contact the Cook County Clerk's Office for information regarding PIN lineage. Users should also note that the information displayed on this site does not include special assessments (which are billed and collected by municipalities) or omitted taxes (which are assessed on an ad hoc basis by the Cook County Assessor's Office). Please direct inquiries regarding the status of special assessments to your municipality. Questions regarding omitted taxes should be directed to the Assessor's Office.

**Note: This printout cannot be used as a tax bill.**

# AVAILABLE

## 88,737 s.f.

802 East Devon Avenue | Bartlett, Illinois



### Property features

- Building size: 88,737 s.f.
- Office size: + 3,000 s.f.
- Lot size: 6.5 acres
- Clear height: 18'-31' clear
- Interior docks: Five (5)
- Drive in doors: Three (3)
- Parking: 40 cars (expandable)
- Power: 7000 amps, 480 volts (2 transformers)
- Cranes: 6 (one 20-ton, two 7.5-ton, three 5-ton)
- Zoning: General Industrial
- Sprinklers: None
- Real estate taxes: \$1.12 p.s.f. (2014)
- 6B Eligible
- Lease Rate**: STO

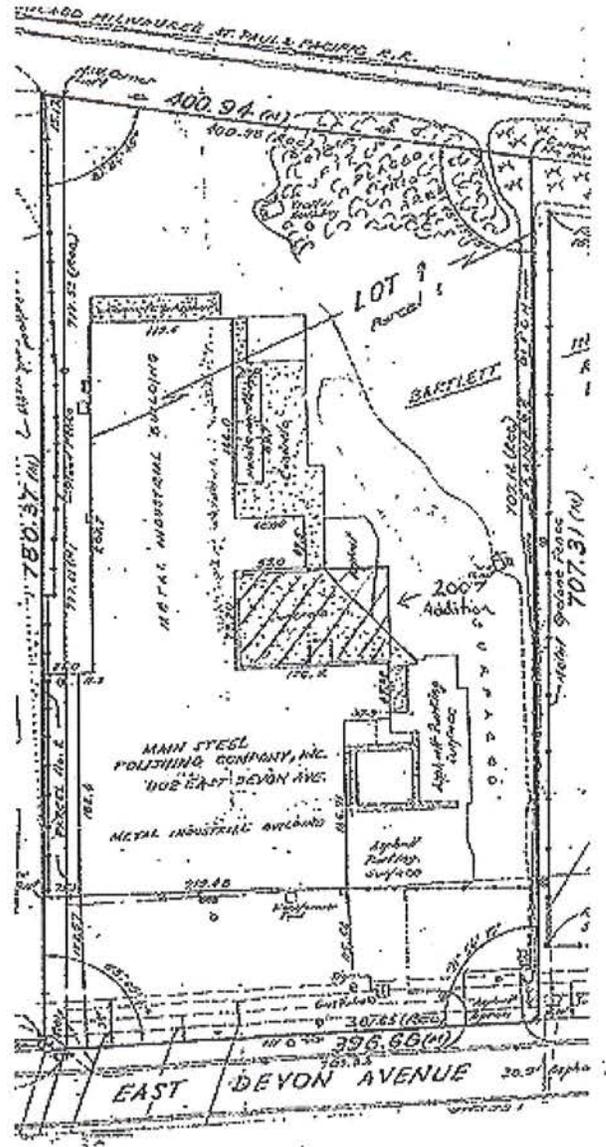


**Dominic Carbonari**  
Executive Vice President  
630 248 9354  
dominic.carbonari@am.jll.com

**Frank Griffin**  
Executive Vice President  
847 638 3300  
frank.griffin@am.jll.com

# 88,737 s.f. available for lease

802 East Devon Avenue | Bartlett, Illinois



### For more information

**Dominic Carbonari**  
Executive Vice President  
630 248 9354  
dominic.carbonari@am.jll.com

**Frank Griffin**  
Executive Vice President  
847 638 3300  
frank.griffin@am.jll.com



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# Agenda Item Executive Summary

Item Name National Night Out McGruff Balloon Committee Board  
Special Display Permit Request or Board Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

A request for a **SPECIAL DISPLAY PERMIT** (a) to allow for a twenty-foot (20') McGruff the Crime Dog inflatable balloon for National Night Out Picnic in the Park at Bartlett Park, 102 N. Eastern Avenue on Tuesday, August 2, 2016 for 24 hours.

## ATTACHMENTS (PLEASE LIST)

Memo, Application, Location Map

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance

**Motion:** I hereby move to approve the request from the Bartlett Police Department, Sergeant Geoffrey Pretkelis for a twenty-foot (20') McGruff the Crime Dog inflatable balloon for National Night Out Picnic in the Park at Bartlett Park, 102 N. Eastern Avenue on Tuesday, August 2, 2016 for 24 hours.

Staff: Jim Plonczynski Date: July 19, 2016

**COMMUNITY DEVELOPMENT MEMORANDUM**

**16-120**

**DATE:** July 8, 2016  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jim Plonczynski, CD Director  
**RE:** Special Display Permit Request – National Night Out McGruff Balloon

---

Attached is the application from the Bartlett Police Department, Sergeant Geoffrey Pretkelis requesting approval for a **SPECIAL DISPLAY PERMIT** to allow a twenty-foot (20') McGruff the Crime Dog inflatable balloon to be on display at the National Night Out Picnic in the Park at Bartlett Park, 102 N. Eastern Avenue on Tuesday, August 2, 2016 for a 24 hour period.

The petitioner is requesting that the special display permit be approved in compliance with Village Ordinance 10-12-4:O. "Special Displays: Special displays used for holidays, public demonstrations, or the promotion of civic welfare or charitable purposes, provided they are approved by the village board after submission of a written application, they contain no non-charitable advertising, and they are removed by the deadline established by the board in their approval."



Est. 1892

## DEPARTMENT OF POLICE

# The Village of Bartlett



Police Department, 228 South Main Street, Bartlett, Illinois 60103-4495  
Telephone 630.837.0846 Fax 630.837.0865

June 3, 2016

Village President Kevin Wallace  
Village of Bartlett  
228 S. Main Street  
Bartlett, Illinois 60103

Dear Village President Wallace and Board of Trustees:

On Tuesday, August 2, 2016, the Village of Bartlett will be participating in its 23rd Annual National Night Out Picnic in the Park. As a part of this celebration, we are requesting a permit for an 8 ft. x 20 ft. x 5 ft. inflatable McGruff the Crime Dog balloon at Bartlett Park. It will require a 20 ft. x 20ft. area to stake and 24 hour 20 amp. service. The balloon needs to be on grass no further than 100 ft. from an electrical source. It will stay inflated for a 24-hour period on the date listed above.

I am requesting Village Board approval under Zoning and Planning requirements.

Please feel free to contact me at (630) 837-0846 if you have any further questions regarding this matter.

Respectfully,

Sergeant Geoffrey Pretkelis  
Public Services Bureau



450th Nationally  
Accredited

**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)



McGruff Balloen **Sign Permit Application**

**Applicant Data**

Name: Bartlett Police Department Address/Email: 228 S Main St, Bartlett, IL 60103 Phone/Fax #: 630-837-0846

**Job Location**

Name of Tenant: Bartlett Park Address: 102 N Eastern Ave, Bartlett, IL 60103 Phone #: 630-540-4800

**Property Owner/Management Co. Data**

Name: Bartlett Park District Address: 696 W Stearns Rd, Bartlett, IL 60103 Phone #: 630-540-4800

**Sign Contractor Data**

Name: Sgt. Pretkel on behalf of the IL Criminal Justice Authority Phone/Fax/Email: 630-837-0846 Bartlett Lic. # & Exp. \_\_\_\_\_  
 Electrician's Name \_\_\_\_\_ Phone # \_\_\_\_\_ Bartlett Lic. # & Exp. \_\_\_\_\_

**Signage Data:** ALL SIGNS MUST BE UL LISTED AND LABELED \* Estimated Cost of Project \$ \_\_\_\_\_

\*\*\* Plan Review Fee: Payable at the time of application. \$50 nonrefundable fee for new sign permit applications plus a \$40 electrical plan review fee for new illuminated signs. A \$40 nonrefundable fee will be charged for the second and subsequent plan reviews. \*\*\*

Permanent Sign Type:  Non-Illuminated (\$55)  Internally Illuminated (\$75)  Externally Illuminated (\$75)  
 Ground  Tenant Panel  Wall  Window  Awning / Canopy  Pole  Roof  Sign Plan/Amendment

**Ground/Pole Signs**  
 Overall Height 20 ft. # of faces 1  
 Width 8 ft. Height 20 ft. Depth 5 ft.  
 Total Sign Area \_\_\_\_\_ sq.ft. Setback \_\_\_\_\_ ft.

**Wall/Window Signs**  
 Projection \_\_\_\_\_ in.  
 Width \_\_\_\_\_ ft. Height \_\_\_\_\_ ft.  
 Total Sign Area \_\_\_\_\_ sq.ft.

\*No sign shall be constructed, erected, originally painted, converted, altered, rebuilt, enlarged, remodeled, relocated or expanded BEFORE a permit for such sign has been obtained in accordance with the standards and procedures set out in Chapter 12 of the Bartlett Zoning Ordinance. A violation of this ordinance could result in a fine of \$50-\$750.

CP  
 Initials of Applicant\*

Signature of Property Owner/Management: Bob Flittly  
 Signature of Tenant: \_\_\_\_\_  
 Signature of Applicant (if other than above): Scott T. Prueh

**For Office Use Only:**  
 Zoning: \_\_\_\_\_ Street Frontage: \_\_\_\_\_ Ind. Max. Allowed: \_\_\_\_\_ Total Max. Signage Allowed: \_\_\_\_\_  
 Approved Signs: Existing Signage: \_\_\_\_\_ Total Requested Signage: \_\_\_\_\_ Remaining: \_\_\_\_\_  
 Sign 1 Dimensions: \_\_\_\_\_ Sign 2 Dimensions: \_\_\_\_\_ Sign 3 Dimensions: \_\_\_\_\_  
 Setbacks: \_\_\_\_\_ Max. Height: \_\_\_\_\_ Easements: \_\_\_\_\_ Vision Triangle: \_\_\_\_\_  
 Approved By: \_\_\_\_\_ Date: \_\_\_\_\_ Plan Review Fee: \$ \_\_\_\_\_ Permit Fee: \$ \_\_\_\_\_ Total Fee: \$ \_\_\_\_\_

# LOCATION MAP

## BARTLETT PARK





# Agenda Item Executive Summary

Item Name      National Night Out Picnic in the Park      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 **AMPLIFIER PERMIT (a)** to allow a disc jockey as part of National Night Out Picnic in the Park at Bartlett Park, 102 N. Eastern Avenue on Tuesday, August 2, 2016 from 5:00 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 from the Bartlett Police Department, Sergeant Geoffrey Pretkelis for an Amplifier Permit to allow a disc jockey as part of National Night Out Picnic in the Park at Bartlett Park, 102 N. Eastern Avenue on Tuesday, August 2, 2016 from 5:00 P.M. to 10:00 P.M.

Staff:      Jim Plonczynski

Date:      July 19, 2016

**COMMUNITY DEVELOPMENT MEMORANDUM**

16-117

**DATE:** July 8, 2016  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jim Plonczynski, CD Director  
**RE:** Amplifier Permit Request – National Night out Picnic in the Park

---

Attached is the application from the Bartlett Police Department, Sergeant Geoffrey Pretkelis requesting approval for an Amplifier Permit to allow a disc jockey as part of National Night Out Picnic in the Park at Bartlett Park, 102 N. Eastern Avenue on Tuesday, August 2, 2016 from 5:00 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



**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:** Bartlett Park - 102 N Eastern Ave Bartlett, IL 60103

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

Bartlett Park District - 696 W Stearns Rd Bartlett, IL 60103 630-540-4800  
 NAME ADDRESS PHONE

**DESCRIPTION OF EVENT:** National Night Out Picnic in the Park - this free Village + Park District sponsored event will include entertainment, vendor displays, family games, + mascot appearances

**DAY, DATE, BEGINNING & ENDING TIME OF EVENT:** Tuesday, August 2, 2016 5PM-10PM

**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:** DeeDee T Prunk 9

**SIGNATURE OF PROPERTY OWNER:** Pat Flatt

**FOR OFFICE USE ONLY**

Zoning Dist. <u>P-1</u>	FINAL INSPECTION DATE <u>08/03/16</u>	ISSUED BY <u>KCS</u>	TOTAL FEE <u>15.00</u>	<u>N/A</u>
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# LOCATION MAP

## BARTLETT PARK





# Agenda Item Executive Summary

Item Name Modi 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** (a) to allow a disc jockey as part of a Family Reunion at 1110 Auburn Lane on Thursday, August 4, 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 from Parul Modi for an Amplifier Permit to allow a disc jockey as part of a Family Reunion at 1110 Auburn Ln. on Thursday, August 4, 2016 from 4:00 P.M. to 11:00 P.M.

Staff: Jim Plonczynski Date: July 19, 2016

**COMMUNITY DEVELOPMENT MEMORANDUM**

**16-115**

**DATE:** July 8, 2016  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jim Plonczynski, CD Director  
**RE:** Amplifier Permit Request – Modi

---

Attached is the application from Parul Modi requesting approval for an Amplifier Permit to allow a disc jockey as part of a Family Reunion at 1110 Auburn Ln. on Thursday, August 4, 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."



# LOCATION MAP

1110 Auburn Ln.





# Agenda Item Executive Summary

Item Name Jain Society 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 DJ for a Fun Fair at Jain Society, 435 S. IL Route 59 on Saturday, July 30, 2016 from 9:00 A.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 the Jain Society for an Amplifier Permit to allow for a DJ for the Fun Fair on Saturday, July 30, 2016 from 9:00 A.M. until 10:00 P.M. at 435 S. IL Route 59.

Staff: Jim Plonczynski Date: July 19, 2016

COMMUNITY DEVELOPMENT MEMORANDUM

16-144

**DATE:** July 8, 2016  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jim Plonczynski, CD Director  
**RE:** Amplifier Permit Request – Jain Society

---

Attached is the application requesting approval for an Amplifier Permit to allow a DJ as part of the Fun Fair at Jain Society, 435 S. IL Route 59 on Saturday, July 30<sup>th</sup>, 2016 from 9:00 A.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 #: 201601677  
 Received:  
**RECEIVED**  
**COMMUNITY DEVELOPMENT**  
**JUL 05 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 applications are 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:**

JAIN Society 435 N RT-591 Bartlett IL-60103  
 NAME ADDRESS PHONE 630-837-1077

ADDRESS OF EVENT: Parking Lot

OWNER OF PROPERTY WHERE EVENT WILL BE HELD: 13775  
Jain society 435 N. RT-591 Bartlett IL-60103 630-837 1077  
 NAME ADDRESS PHONE

DESCRIPTION OF EVENT: Mele (Fun Fair) IN parking Lot (Fuel 40'x100')  
In parking lot with DJ.

DAY, DATE, BEGINNING & ENDING TIME OF EVENT: 7/30/16 Sat. 9:00 AM TO 10:00 PM.  
~~Contractor - ART INNOVATION Rental 847-870-0287 F140.1~~

AMPLIFIER DEVICE BEING USED: (e.g. DJ, live band, stereo) DJ in parking lot and fuel 40'x100' in parking lot.

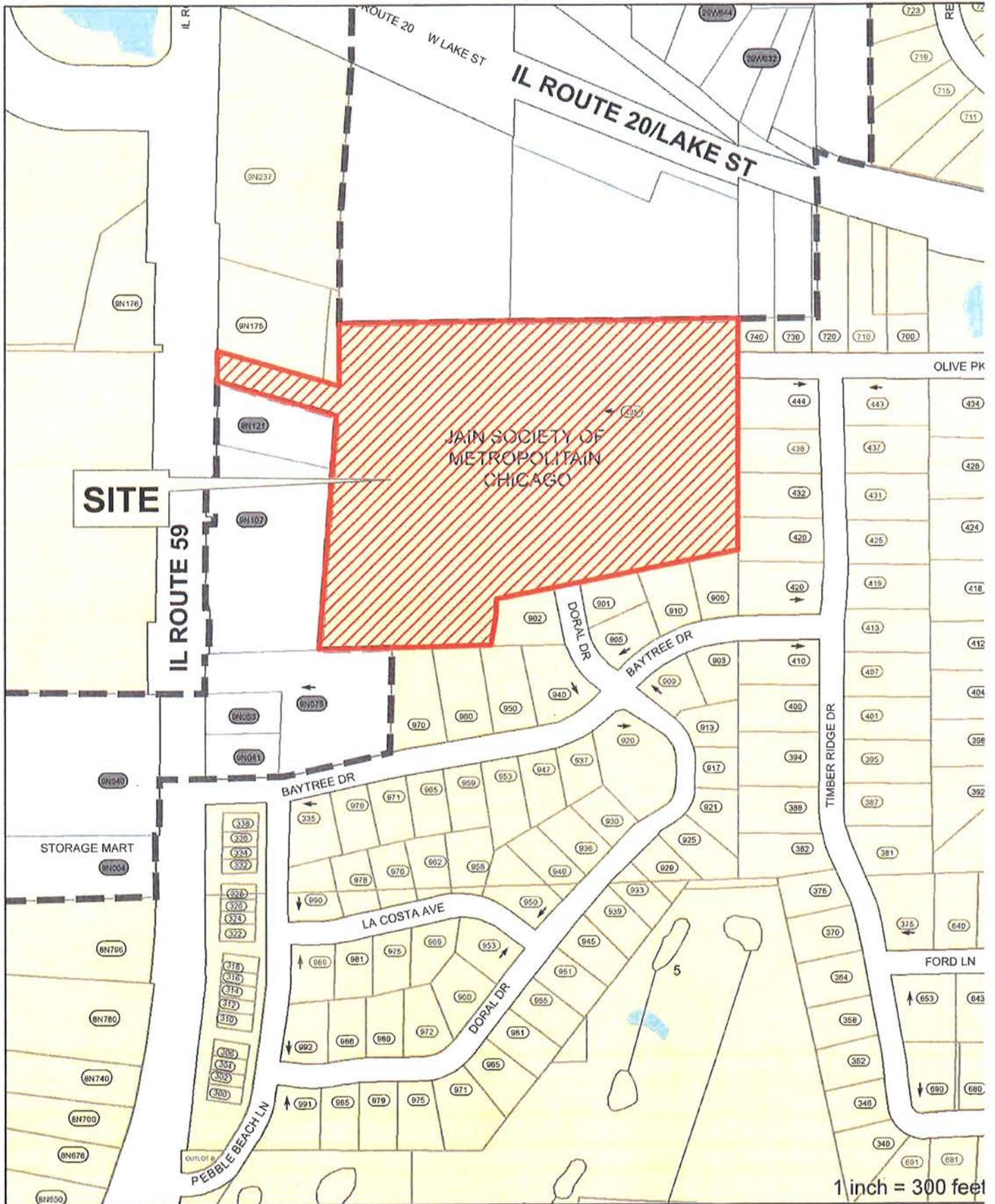
SIGNATURE OF APPLICANT: Dinalshah

SIGNATURE OF PROPERTY OWNER: For Dinalshah

**FOR OFFICE USE ONLY**

Zoning Dist. <u>ER-1</u>	FINAL INSPECTION DATE	ISSUED BY <u>AMB</u>	TOTAL FEE <u>15.00</u>
-----------------------------	-----------------------	-------------------------	---------------------------

# LOCATION MAP





# Agenda Item Executive Summary

Item Name Zamora 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 and microphone for a Luau Party at 570 Adare Road on Saturday, July 23<sup>rd</sup>, 2016 from 7:00 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 Vincenza Zamora for an Amplifier Permit to allow for a stereo and microphone for a Luau Party on Saturday, July 23<sup>rd</sup>, 2016 from 7:00 P.M. until 11:00 P.M. at 570 Adare Road.

Staff: Jim Plonczynski Date: July 13, 2016

COMMUNITY DEVELOPMENT MEMORANDUM

16-148

**DATE:** July 13, 2016  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jim Plonczynski, CD Director  
**RE:** Amplifier Permit Request – Zamora

---

Attached is the application requesting approval for an Amplifier Permit to allow a stereo and microphone as part of a Luau Party at 570 Adare Road on Saturday, July 23<sup>rd</sup>, 2016 from 7:00 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 #: \_\_\_\_\_  
**RECEIVED**  
**COMMUNITY DEVELOPMENT**  
**JUL 13 2016**

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. Application must be received at least one week prior to the Village Board meeting.**

**APPLICANT MUST COMPLETE AND SIGN APPLICATION**

**PERMIT APPLICANT:**

VINCENZA ZAMORA 570 Alare Rd 847-630-4844  
 NAME ADDRESS PHONE

**ADDRESS OF EVENT:** 570 Alare Rd. Bartlett

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

VINCENZA & VICTOR ZAMORA 570 Alare Rd 847-630-4844  
 NAME ADDRESS PHONE

**DESCRIPTION OF EVENT:** Leau Party

**DAY, DATE, BEGINNING & ENDING TIME OF EVENT:** July 23rd 2016  
 7pm - 11:00 pm

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

**SIGNATURE OF APPLICANT:** Vincenza Zamora

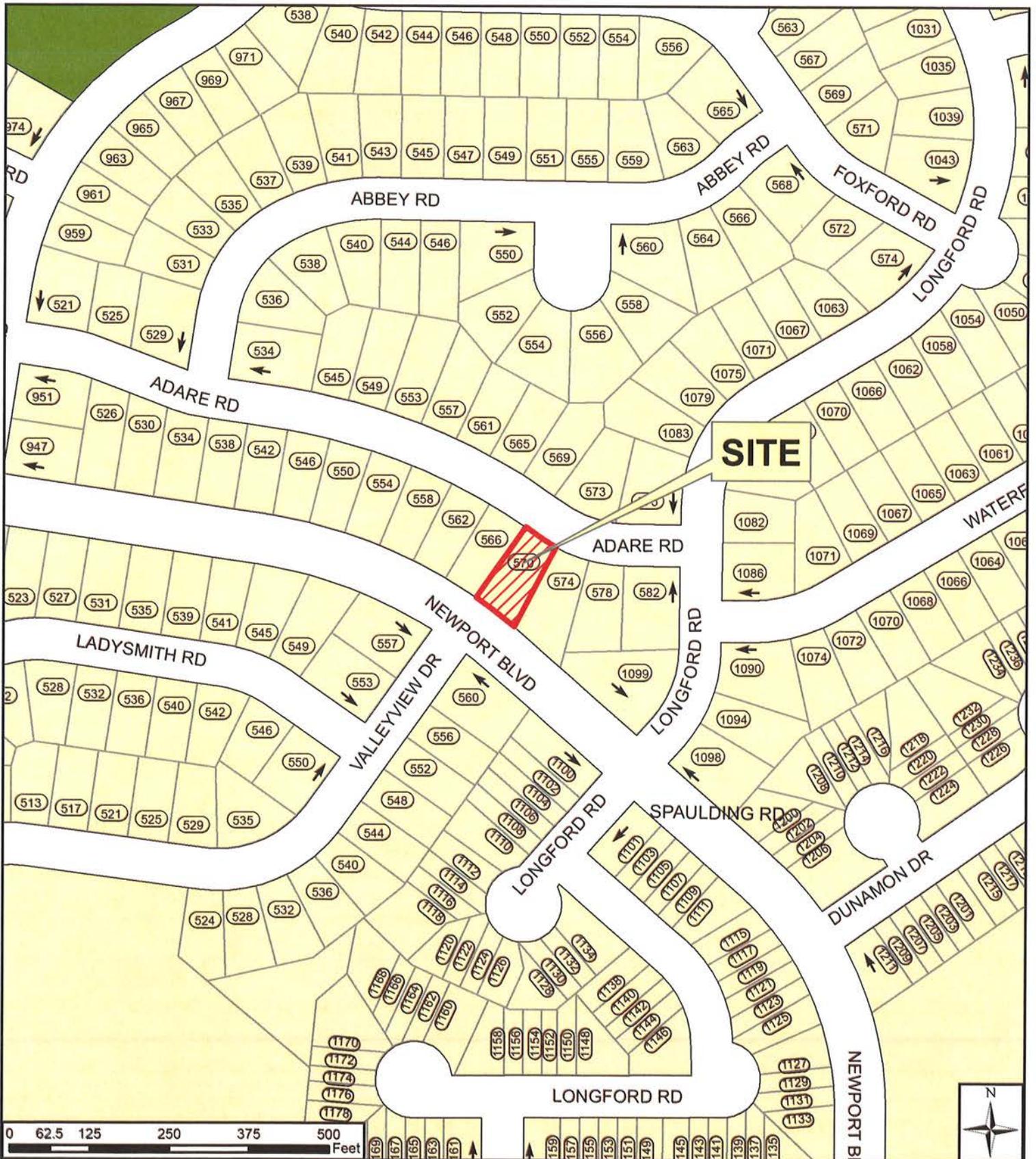
**SIGNATURE OF PROPERTY OWNER:** Vincenza Zamora

**FOR OFFICE USE ONLY**

Zoning Dist.	FINAL INSPECTION DATE	ISSUED BY	TOTAL FEE 15.00
--------------	-----------------------	-----------	--------------------

# LOCATION MAP

570 Adare Rd.





# Memorandum

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

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

**DATE:** July 12, 2016

**SUBJECT:** Heritage Days Right of Way Request

---

Bartlett Heritage Days is requesting a permit to allow for the closing of Oak Street from Bartlett Avenue to Oneida Avenue for the hours of 11 a.m. to 3:00 p.m. on Saturday, September 10 and Sunday, September 11, 2016.

The organization would like to present entertainment as part of the Bartlett Heritage Days festivities in the roadway to create a street festival kind of atmosphere in the downtown. The Heritage Days organizers have worked with the Administration and Police Department staff to identify a section of roadway that achieves the organization's goal of a visible location that connects their activities and will create the least disruption to the traffic and pedestrian flow. A signage and barricade plan has been created to maximize safety.

The required certificate of insurance will need to be submitted by Bartlett Heritage Days, but the Board can approve the use of the right of way pending the receipt of the appropriate certificate of insurance.

A map of the section of Oak Avenue that will be used is also attached.

## **MOTION**

I move to approve the right of way request from Bartlett Heritage Days, for September 10 and 11, 2016 between the hours of 11a.m. and 3:00 p.m. on Oak Avenue between Bartlett Avenue and Oneida Avenue, pending the receipt of the appropriate certificate of insurance





## Agenda Item Executive Summary

Item Name	Spaulding Roadway Improvements	Committee or Board	Board
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### BUDGET IMPACT

Amount:	\$246,309.05	Budgeted	\$270,000.00
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List what  
fund            CN Mitigation Agreement

### EXECUTIVE SUMMARY

As we discussed at the last Board meeting, we went out to bid for the Spaulding Roadway improvements that are necessary to obtain a quiet zone at the railroad crossing. Five bids were submitted and opened on July 8<sup>th</sup>. The bids ranged from a high of \$448,243.40 to the low of \$246,309.05. Schroeder Asphalt Services, Inc. submitted the low bid of \$246,309.05.

Based on the bid results, we are recommending entering into an agreement with Schroeder Asphalt Services, Inc. We have worked with them in the past and found their work acceptable.

### ATTACHMENTS (PLEASE LIST)

Memo, Bid Tab, Agreement, and Resolution

### ACTION REQUESTED

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

Resolution \_\_\_X\_\_\_

Ordinance \_\_\_\_\_

Motion: : I move the Village Board approve Resolution 2016-\_\_\_\_\_, a Resolution Approving of the Spaulding Roadway Improvements Agreement Between the Village of Bartlett and Schroeder Asphalt Services, Inc.

Staff:	Daniel Dinges, Public Works Director	Date:	July 11, 2016
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# MEMO

**Date:** July 11, 2016

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

**From:** Dan Dinges, Public Works Director

**Re:** *Spaulding Roadway Improvements Bid Opening*

As we discussed at the last Board meeting, we went out to bid for the Spaulding Roadway improvements that are necessary to obtain a quiet zone at the railroad crossing. Five bids were submitted and opened on July 8th. The bids ranged from a high of \$448,243.40 to the low of \$246,309.05. Schroeder Asphalt Services, Inc. submitted the low bid of \$246,309.05.

Based on the bid results, we are recommending entering into an agreement with Schroeder Asphalt Services, Inc. We have worked with them in the past and found their work acceptable.



## SPAULDING ROADWAY IMPROVEMENTS

### Bid Tabulation

Item No.	Items	Unit	Quantity	Schroeder Asphalt, Inc.		Alamp Concrete Contractors		Mariam Const.		Landmark Contractors		Brothers Asphalt Paving	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	20	\$25.68	\$513.60	\$50.00	\$1,000.00	\$50.00	\$1,000.00	\$60.00	\$1,200.00	\$26.40	\$528.00
2	SEEDING, CLASS 2A, SALT TOLERANT	ACRE	0.03	\$43,870.00	\$1,316.10	\$50,000.00	\$1,500.00	\$14,600.00	\$438.00	\$36,000.00	\$1,080.00	\$37,268.00	\$1,118.04
3	NITROGEN FERTILIZER NUTRIENT	POUND	3	\$21.40	\$64.20	\$1.00	\$3.00	\$1.00	\$3.00	\$25.00	\$75.00	\$5.50	\$16.50
4	PHOSPHORUS FERTILIZER NUTRIENT	POUND	3	\$21.40	\$64.20	\$1.00	\$3.00	\$1.00	\$3.00	\$25.00	\$75.00	\$5.50	\$16.50
5	POTASSIUM FERTILIZER NUTRIENT	POUND	3	\$21.40	\$64.20	\$1.00	\$3.00	\$1.00	\$3.00	\$25.00	\$75.00	\$5.50	\$16.50
6	EROSION CONTROL BLANKET	SQ YD	140	\$5.35	\$749.00	\$5.00	\$700.00	\$6.00	\$840.00	\$6.25	\$875.00	\$4.40	\$616.00
7	AGGREGATE SUBGRADE IMPROVEMENT, 12"	SQ YD	1700	\$15.00	\$25,500.00	\$13.50	\$22,950.00	\$24.00	\$40,800.00	\$29.85	\$50,745.00	\$13.50	\$22,950.00
8	AGGREGATE SHOULDERS, TY B, 6"	SQ YD	150	\$8.00	\$1,200.00	\$19.00	\$2,850.00	\$31.00	\$4,650.00	\$22.70	\$3,405.00	\$12.00	\$1,800.00
9	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	1000	\$4.00	\$4,000.00	\$5.30	\$5,300.00	\$10.00	\$10,000.00	\$8.15	\$8,150.00	\$10.00	\$10,000.00
10	FULL DEPTH PAVEMENT REMOVAL	SQ YD	1300	\$13.00	\$16,900.00	\$15.00	\$19,500.00	\$14.00	\$18,200.00	\$31.50	\$40,950.00	\$17.50	\$22,750.00
11	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	250	\$6.96	\$1,740.00	\$3.75	\$937.50	\$10.00	\$2,500.00	\$15.10	\$3,775.00	\$10.00	\$2,500.00
12	STREET LIGHT REMOVAL AND RELOCATION	EACH	1	\$4,440.00	\$4,440.00	\$5,500.00	\$5,500.00	\$6,000.00	\$6,000.00	\$4,148.85	\$4,148.85	\$7,500.00	\$7,500.00
13	LEVELING BINDER (MACHINE METHOD), N50	TON	100	\$85.00	\$8,500.00	\$82.50	\$8,250.00	\$120.00	\$12,000.00	\$102.00	\$10,200.00	\$185.00	\$18,500.00
14	HOT-MIX ASPHALT BINDER COURSE, IL 19.5, N50	TON	400	\$63.00	\$25,200.00	\$77.00	\$30,800.00	\$108.00	\$43,200.00	\$90.00	\$36,000.00	\$88.00	\$35,200.00
15	HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	200	\$74.00	\$14,800.00	\$82.50	\$16,500.00	\$120.00	\$24,000.00	\$102.00	\$20,400.00	\$105.00	\$21,000.00
16	BITUMINOUS MATERIALS (PRIME COAT)	POUND	450	\$0.01	\$4.50	\$1.00	\$450.00	\$0.01	\$4.50	\$0.01	\$4.50	\$2.22	\$999.00
17	HOT-MIX ASPHALT PATH	SQ YD	75	\$25.00	\$1,875.00	\$40.00	\$3,000.00	\$35.00	\$2,625.00	\$67.55	\$5,066.25	\$66.00	\$4,950.00
18	TOVAR DRIVEWAY PAVEMENT	SQ YD	850	\$18.00	\$15,300.00	\$28.25	\$24,012.50	\$38.00	\$32,300.00	\$59.10	\$50,235.00	\$66.00	\$56,100.00
19	GLOBAL DRIVEWAY PAVEMENT	SQ YD	560	\$24.00	\$13,440.00	\$27.50	\$15,400.00	\$44.00	\$24,640.00	\$73.40	\$41,104.00	\$66.00	\$36,960.00
20	GLOBAL LIGHT DUTY PAVEMENT	SQ YD	360	\$20.00	\$7,200.00	\$27.00	\$9,720.00	\$33.00	\$11,880.00	\$54.30	\$19,548.00	\$50.00	\$18,000.00
21	GLOBAL GRAVEL PAVEMENT	SQ YD	140	\$18.00	\$2,520.00	\$20.00	\$2,800.00	\$22.00	\$3,080.00	\$38.05	\$5,327.00	\$45.00	\$6,300.00
22	SPECIAL WASTE DISPOSAL	CU YD	100	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$171.00	\$17,100.00	\$160.00	\$16,000.00	\$100.00	\$10,000.00
23	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	275	\$29.96	\$8,239.00	\$30.25	\$8,318.75	\$26.00	\$7,150.00	\$43.95	\$12,086.25	\$71.50	\$19,662.50
24	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-3.12	FOOT	100	\$29.96	\$2,996.00	\$30.25	\$3,025.00	\$44.00	\$4,400.00	\$42.50	\$4,250.00	\$71.50	\$7,150.00

### Bid Tabulation

Item No.	Items	Unit	Quantity	Schroeder Asphalt, Inc.		Alamp Concrete Contractors		Martiam Const.		Landmark Contractors		Brothers Asphalt Paving	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
25	CONCRETE MEDIAN SB-9.12	SQ FT	1000	\$25.15	\$25,150.00	\$15.00	\$15,000.00	\$16.00	\$16,000.00	\$26.25	\$26,250.00	\$28.00	\$28,000.00
26	FLEXIBLE PANEL MEDIAN SYSTEM	FOOT	250	\$97.53	\$24,382.50	\$81.00	\$20,250.00	\$98.00	\$24,500.00	\$115.30	\$28,950.00	\$102.30	\$25,575.00
27	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	5	\$775.75	\$3,878.75	\$350.00	\$1,750.00	\$450.00	\$2,250.00	\$247.50	\$1,237.50	\$450.00	\$2,250.00
28	INLET FILTERS	EACH	5	\$130.00	\$650.00	\$125.00	\$625.00	\$185.00	\$925.00	\$159.30	\$795.00	\$100.00	\$500.00
29	THERMOPLASTIC PAVEMENT MARKING LINE - 4"	FOOT	450	\$3.05	\$1,372.50	\$4.55	\$2,047.50	\$4.00	\$1,800.00	\$2.85	\$1,282.50	\$5.50	\$2,475.00
30	THERMOPLASTIC PAVEMENT MARKING LINE - 12"	FOOT	30	\$9.20	\$276.00	\$13.50	\$405.00	\$13.00	\$390.00	\$8.63	\$258.00	\$22.00	\$660.00
31	CONSTRUCTION LAYOUT	L. SUM	1	\$2,621.50	\$2,621.50	\$5,500.00	\$5,500.00	\$6,300.00	\$6,300.00	\$3,700.00	\$3,700.00	\$8,500.00	\$8,500.00
32	TRAFFIC CONTROL AND PROTECTION, COMPLETE	L. SUM	1	\$12,652.00	\$12,652.00	\$15,000.00	\$15,000.00	\$50,000.00	\$50,000.00	\$27,500.00	\$27,500.00	\$60,000.00	\$60,000.00
33	R15-1 SIGN ASSEMBLY	EACH	2	\$1,200.00	\$2,400.00	\$475.00	\$950.00	\$420.00	\$840.00	\$300.30	\$600.00	\$825.00	\$1,650.00
34	RAILROAD PROTECTIVE LIABILITY INSURANCE	L. SUM	1	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00	\$12,700.67	\$12,700.67	\$8,000.00	\$8,000.00
35	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	50	\$26.00	\$1,300.00	\$50.00	\$2,500.00	\$55.00	\$2,750.00	\$62.25	\$3,112.50	\$60.00	\$3,000.00
36	POROUS GRANULAR EMBANKMENT	CU YD	50	\$30.00	\$1,500.00	\$50.00	\$2,500.00	\$30.00	\$1,500.00	\$57.70	\$2,885.00	\$60.00	\$3,000.00
					<b>\$246,309.05</b>		\$269,050.25		\$381,571.50		\$444,046.02	corrected=	\$448,243.04
												Submitted=	\$448,243.40

RESOLUTION 2016 - \_\_\_\_\_

**A RESOLUTION APPROVING THE SPAULDING ROADWAY IMPROVEMENT PLAN  
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT  
AND SCHROEDER ASPHALT SERVICES, INC.**

---

**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 bid for the Village's Spaulding Roadway Improvement work (the "Project Work") in the amount of \$246,309.05, as set forth on the bid proposal form attached hereto as Exhibit A and incorporated herein, is hereby awarded to Schroeder Asphalt Services, Inc. as the lowest responsible and responsive bidder meeting specifications, subject to the terms and conditions of the below defined Agreement.

**SECTION TWO:** The Spaulding Roadway Improvement Agreement dated July 19, 2016, between Schroeder Asphalt Services, Inc. and the Village of Bartlett, a copy of which is appended hereto as Exhibit B and expressly incorporated herein by this reference (the "Agreement") is hereby approved.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** July 19, 2016

**APPROVED:** July 19, 2016

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

**ATTEST:**

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

**CERTIFICATION**

I, Lorna Giles, 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 19, 2016 and approved on July 19, 2016 as the same appears from the official records of the Village of Bartlett.

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

RETURN WITH BID

Local Public Agency  
Formal Contract Proposal

PROPOSAL SUBMITTED BY		
Schroeder Asphalt Services, Inc.		
Contractor's Name		
P.O. Box 831		
Street		P.O. Box
Huntley,	IL	60142
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Cook  
Village of Bartlett  
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Spaulding Road  
 SECTION NO. N/A  
 TYPES OF FUNDS Local

SPECIFICATIONS (required)

PLANS (required)

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

SCHEDULE OF PRICES

County Cook  
 Local Public Agency Village of Bartlett  
 Section N/A  
 Route Spaulding Road

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements	<u>246,309.<sup>05</sup></u>
--	------------------------------

Item No.	Items	Unit	Quantity	Unit Price	Total
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	20	<u>25.<sup>68</sup></u>	<u>513.<sup>60</sup></u>
2	SEEDING, CLASS 2A, SALT TOLERANT	ACRE	0.03	<u>43,870.<sup>00</sup></u>	<u>1316.<sup>10</sup></u>
3	NITROGEN FERTILIZER NUTRIENT	POUND	3	<u>21.<sup>40</sup></u>	<u>64.<sup>20</sup></u>
4	PHOSPHORUS FERTILIZER NUTRIENT	POUND	3	<u>21.<sup>40</sup></u>	<u>64.<sup>20</sup></u>
5	POTASSIUM FERTILIZER NUTRIENT	POUND	3	<u>21.<sup>40</sup></u>	<u>64.<sup>20</sup></u>
6	EROSION CONTROL BLANKET	SQ YD	140	<u>5.<sup>35</sup></u>	<u>749.<sup>00</sup></u>
7	AGGREGATE SUBGRADE IMPROVEMENT, 12"	SQ YD	1700	<u>15.<sup>00</sup></u>	<u>25,500.<sup>00</sup></u>
8	AGGREGATE SHOULDERS, TY B, 6"	SQ YD	150	<u>8.<sup>00</sup></u>	<u>1200.<sup>00</sup></u>
9	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	1000	<u>4.<sup>00</sup></u>	<u>4000.<sup>00</sup></u>
10	FULL DEPTH PAVEMENT REMOVAL	SQ YD	1300	<u>13.<sup>00</sup></u>	<u>16,900.<sup>00</sup></u>
11	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	250	<u>6.<sup>96</sup></u>	<u>1740.<sup>00</sup></u>
12	STREET LIGHT REMOVAL AND RELOCATION	EACH	1	<u>4440.<sup>00</sup></u>	<u>4440.<sup>00</sup></u>
13	LEVELING BINDER (MACHINE METHOD), N50	TON	100	<u>85.<sup>00</sup></u>	<u>8500.<sup>00</sup></u>

RETURN WITH BID

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
14	HOT-MIX ASPHALT BINDER COURSE, IL 19.5, N50	TON	400	63 <sup>00</sup>	25,200 <sup>00</sup>
15	HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	200	74 <sup>00</sup>	14,800 <sup>00</sup>
16	BITUMINOUS MATERIALS (PRIME COAT)	POUND	450	.01	4.50
17	HOT-MIX ASPHALT PATH	SQ YD	75	25 <sup>00</sup>	1875 <sup>00</sup>
18	TOVAR DRIVEWAY PAVEMENT	SQ YD	850	18 <sup>00</sup>	15,300 <sup>00</sup>
19	GLOBAL DRIVEWAY PAVEMENT	SQ YD	560	24 <sup>00</sup>	13,440 <sup>00</sup>
20	GLOBAL LIGHT DUTY PAVEMENT	SQ YD	360	20 <sup>00</sup>	7,200 <sup>00</sup>
21	GLOBAL GRAVEL PAVEMENT	SQ YD	140	18 <sup>00</sup>	2520 <sup>00</sup>
22	SPECIAL WASTE DISPOSAL	CU YD	100	100 <sup>00</sup>	10,000 <sup>00</sup>
23	CURB AND GUTTER, TYPE B-6.12	FOOT	275	29.96	8239 <sup>00</sup>
24	CURB AND GUTTER, TYPE M-3.12	FOOT	100	29.96	2996 <sup>00</sup>
25	CONCRETE MEDIAN SB-9.12	SQ FT	1000	25.15	25,150 <sup>00</sup>
26	FLEXIBLE PANEL MEDIAN SYSTEM	FOOT	250	97.53	24,382.50
27	STRUCTURES TO BE ADJUSTED	EACH	5	775.75	3878.75
28	INLET FILTERS	EACH	5	130 <sup>00</sup>	650 <sup>00</sup>
29	THERMOPLASTIC PAVEMENT MARKING LINE - 4"	FOOT	450	3.05	1372.50
30	THERMOPLASTIC PAVEMENT MARKING LINE - 12"	FOOT	30	9.20	276.00
31	CONSTRUCTION LAYOUT	L. SUM	1	2621.50	2621.50
32	TRAFFIC CONTROL AND PROTECTION, COMPLETE	L. SUM	1	12,652 <sup>00</sup>	12,652 <sup>00</sup>
33	R15-1 SIGN ASSEMBLY	EACH	2	1200 <sup>00</sup>	2400 <sup>00</sup>
34	RAILROAD PROTECTIVE LIABILITY INSURANCE	L. SUM	1	3500 <sup>00</sup>	3500 <sup>00</sup>
35	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	50	26 <sup>00</sup>	1300 <sup>00</sup>
36	POROUS GRANULAR EMBANKMENT	CU YD	50	30 <sup>00</sup>	1500 <sup>00</sup>

RETURN WITH BID

SIGNATURES

County Cook  
Local Public Agency Village of Bartlett  
Section Number N/A  
Route Spaulding Rd.

(If an individual)

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

(If a partnership)

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

Inset Names and Addressed of All Partners

} \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a corporation)

Corporate Name Schroeder Asphalt Services, Inc.

Signed By Ronald Schroeder  
President

Business Address P.O. Box 831  
Huntley, IL, 60142

Inset Names of Officers

} President Ronald Schroeder  
Secretary Grace Foss  
Treasurer Karen Schroeder

Attest:

Grace A. Foss  
Secretary

## SPAULDING ROAD IMPROVEMENT AGREEMENT

This Spaulding Road Improvement Agreement (the "Agreement") is entered as of this 19<sup>th</sup> day of July, 2016, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Schroeder Asphalt Services, 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. The work consists of roadway resurfacing and widening, curb and gutter removal and replacement, median, driveway pavement required for the establishment of a quiet zone along the adjacent railroads.

All Project Work shall be performed in strict compliance with the below defined Contract Documents.

B. Contract Documents mean and include: (i) this Agreement; (ii) General Conditions and Instructions to Bidders and General Requirements attached hereto and incorporated herein; (iii) all Specifications, Plans and Drawings attached hereto as and incorporated herein by reference; (iv) the Performance and Payment Bond or Letter of Credit as defined herein; (v) the Contractor's Bid Proposal; and (v) Addendum #1 attached hereto and incorporated herein as Exhibit C (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. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before October 1, 2016.

3. Payment Procedure. The payment procedures are as follows:

A. All payments under the Agreement shall be based on the unit prices set forth in Contractor's Schedule of Prices (the "Unit Pricing"); attached hereto and incorporated and based on actual quantities 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.

Owner does not guaranty the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

B. Contractor shall provide the following documentation to the Village: Contractor shall provide monthly invoices to the Village throughout the Project Work. It shall be a condition precedent to the Village, 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) Certified payrolls as defined herein.

(ii) An itemized Application of Payment for operations completed in accordance with the schedule of values, using AIA G702 and G703 forms, supported by such data to substantiate the Contractor's right to payment as the Village 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.

(iii) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company. ("Contractor's Sworn Statement")

(iv) 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.

(v) All of the Contractor's Progress Payment Documents shall be signed, sworn to and notarized and submitted in duplicate.

(vi) Such additional documentation and/or information requested by the Village relative to said payment.

C. Following completion of the Project Work, Contractor shall furnish the Village the following documents: (i) certified payrolls as defined herein; (ii) an itemized Application of Payment for operations completed in accordance with the schedule of values, using AIA G702 and G703 forms, supported by such data to substantiate the Contractor's right to payment as the Village 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); (iii) a general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company; (iv) final lien waivers from (1) Contractor; (2) all subcontractors of every tier that furnished labor and/or materials for the Project Work; and (3) all suppliers that furnished materials in connection with the Project Work; and (v) such additional documentation and/or information requested by the Village relative to said payment.

D. It shall be a condition precedent to any payment required by the Village hereunder, that the Village 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. Payment shall be made on the third Wednesday of the month following receipt of Contractor's Progress Payment Documents, subject to the requirement and reductions set forth in this Section 3.

E. 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.

F. In the event the Contractor, and/or Village 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.

G. It shall also be a condition precedent to any payment hereunder that contractor 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.) using form furnished by the Department of Labor (the "Certified Payrolls"). The Village will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

H. Notwithstanding the foregoing, in no event shall the Village's acceptance of the Project Work, Contractor's Progress Payment Request Documents, the Contractor's final Payment Documents, 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, color, or 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, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable federal, state and local laws, rules and regulations relative thereto including, but not limited to, the Illinois Department of Transportation (IOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the US Department of Labor (USDOL), the Illinois Department of Labor (IDOL), EEOC, and all applicable 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, Engineer, Consultant and their respective officials, officers, directors, managers, employees, successors and assigns 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 between any 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, the Engineer, Eagle Z Properties, LLC, Global Recycling & Repair, Inc., Tovar Snow Professionals, Inc., the Canadian Railroad Company, the Dakota Minnesota & Eastern Railroad Company d/b/a Canadian Pacific, the Commuter Rail Division of the Regional Transportation Authority and its affiliated separate public corporation known as the Northeast Illinois Regional Railroad Corporation (the "NIRCRC"), and the Regional Transportation Authority (the "RTA"), and each of their respective officials, officers, directors, managers, employees, agents, successors, assigns, and all other persons, firms, and corporations acting on behalf of any of them or with their respective authority (collectively, the "Indemnified Parties"), against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, settlement judgments, prejudgment interest, post judgment interest, whether by direct suit or third parties 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, anyone directly employed by any of them and/or anyone for whose acts any of them may be liable (collectively, "Contractors Agents") except to the extent caused by the negligence of a party indemnified hereunder. In which case, 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 Contract Sum.

9. **Investigations by Contractor.** Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, inspections of all Project Site, 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 Contract Sum.

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. If such CGL insurance contains a general aggregate limit, it shall be in an amount of not less than \$2,000,000 or it shall apply separately to this Project/location.

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, the Engineer, Eagle Z Properties, LLC, Global Recycling & Repair Corp., Tovar Snow Professionals, Inc., the Canadian National Railway Company ("CN"), the Commuter Rail Division of the Regional Transportation Authority ("METRA"), the Illinois Regional Railroad Corporation ("NIRCRC"), and the Regional Transportation Authority ("RTA"), and each of their respective officials, officers, directors, managers, employees, agents, successors and assigns (collectively, the "Additional Insured"), shall be included as an insured under the CGL, Commercial Umbrella Liability Coverage, and Business Auto Liability Coverage, using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage, and also using additional insured endorsement CG 20 37 or a substitute providing equivalent coverage with respect to the below required continuing completed operations liability coverage (collectively, the "Additional Insured"). If the Additional insured have not been included as an insured under the Commercial General Liability and/ or Business Auto Liability insurance coverages required in the Contract, the Contractor waives all rights against

the Additional Insured, and each of them for recovery of damages arising out of or incidental to the Project Work.

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 \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

If the Additional Insured have 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 Additional Insured 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 \$1,000,000 each occurrence and \$1,000,000 aggregate. The minimum amount of Excess Umbrella Liability Insurance coverage may be reduced by the amount that Contractor's CGL coverage per occurrence exceeds \$1,000,000.

## **F. Railroad Protective Liability Insurance.**

Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications, except the limits shall be a minimum of \$5,000,000 combined single limit per occurrence for bodily injury and property damage liability with an aggregate liability of \$10,000,000 over the life of the policy. A separate policy is required for each railroad Named Insured requirements and additional information as set forth on Exhibit 1.

## **G. General Insurance Provisions.**

### **i. Evidence of Insurance**

Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), 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.

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.

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

The Village shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor 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.

Failure to maintain the required insurance may result in termination of this Contract at the Village's option.

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

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

### **ii. Acceptability of Insurers**

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.

iii. Cross-Liability Coverage

If Contractor'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.

iv. Deductibles and Self-Insured Retentions

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

v. 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.

vi. 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.

vii. 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.

viii. 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, its Engineer And/or Consultant.

ix. 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 does not, in any way, represent that the coverage's or limits of insurance specified is sufficient or adequate to protect the Additional Insured, 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.

x. Notice of Personal Injury or Property Damage

Contractor shall notify the Village, 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.

xi. Subcontractors

All subcontractors performing any Project Work shall purchase and maintain insurance of not less than the types and amounts of coverage's set forth above. When requested by the Village, Contractor shall provide certificates of insurance and such other insurance documentation evidencing such type and amounts of coverage's of said subcontractors.

11. Performance and Payment Bonds and/or Letter of Credit.

Prior to commencement of the Project Work, Contractor must submit to the Village: (a) 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 execute bonds, and the surety shall have a financial strength rating (FSR) of not less than "A-" as rated by A.M. Best Company, Moody's Investor Service, Standard & Poors Corporation or similar rating agency. in the State of Illinois with an A.M. Best's financial strength rating (FSR) of not less than "A" and an A.M. Best's issuer credit rating (ICR) ("Performance and Payment Bonds") or (b) an irrevocable letter of credit in the amount of **110%** of the Contract Sum guarantying Contractors obligations under the Contract Documents issued by a financial institution worth at least \$40,000,000 in assets and a capital to asset ratio of not less than 6% in form acceptable to the Village ("Letter of Credit"), which said Performance and Payment Bonds and/or Letter of Credit shall be conditioned upon proper and faithful performance by the Contractor of the work specified in strict accordance with the Contract and payment of all debts incurred by the Contractor in the execution of the Project Work, including those for labor and materials furnished and the payment of Prevailing Wages as required herein. The cost of said Performance and Payment Bonds and/or Letter of Credit is included in the Contract Sum.

12. Prevailing Wages.

A. All laborers, mechanics and other workers employed by the Contractor and by any subcontractors on Project Work, repair work, and Warranty Work shall be paid wages at rates not less than those required under the Illinois Prevailing wage act (820 ILCS 130/01 et seq.) (the "Act") for the respective County in which the Project Work is being performed (hereinafter, "Prevailing Wages"). Contractor and all subcontractors shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.

B. 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 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 Wages. Any increase in costs to the Contractor due to changes in the Prevailing 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 under the Act, 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.

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 Cook County as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage available at IDOL's website: <http://www.state.il.us/agency/idol/rates.htm>

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 other Indemnified Parties, and Contractor agrees not to make any claim or demand for such damages against the Village and/ or other Indemnified Parties.**

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 or controlled by the Village (collectively, "Owner's Property") by contractor, its employees, subcontractors of any tier, suppliers and anyone for whose acts and/or omissions for whom

Contractor may be liable (collectively "Contractor's Agents"). 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 agents, employees, 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.

(i) 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 Village. 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 Corporate Authorities of the Village 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.

(ii) All change orders will be calculated based solely on Contractor's Unit Pricing set forth in Contractor's Schedule of Prices 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.

A. 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.

B. 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. Neither the Village, Engineer, nor Consultant shall 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. Neither the Engineer, nor Consultant shall have any authority to stop the work of the Contractor or the work of any subcontractor on the Project.

#### 19. Exhibits and Contract Documents.

All exhibits to this Agreement and all documents and exhibits referred to therein, including but not limited to the State of Illinois "Standard Specifications for Road and Bridge Construction" adopted April 1, 2016, project Special Provisions, and Spaulding Road Improvement Plan are expressly incorporated herein.

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. 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:

(1) 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.

(2) 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.

(3) 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.

(4) 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 there under.

(5) 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.

(6) 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 Human Rights Act and the Department's Rules and Regulations.

(7) 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.

22. Guarantee.

(1) 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 relieve 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 there from.

(2) If the drawings 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

23. 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.

24. No Waiver of Immunities and/or Privileges by the Village.

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 and/or any of its officials, officers, employees, volunteers and/or agents as to any liability whatsoever.

25. 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.

26. 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.

27. 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.

28. Survey Equipment. The Contractor shall maintain a level and transit on the job, and shall employ competent personnel for the use thereof. The Contractor shall supply all grades and information for their subcontractors. The cost of said survey work is included in the Contract Sum.

29. Utilities. Notwithstanding any provision in any of the Contract Documents to the contrary, Contractor shall be responsible for locating any and all underground utility lines, pipes, mains, conduit, wires and cables necessary to perform the Project Work ("Utilities") at Contractors expense. Contractor shall promptly pay all costs to repair any such Utilities damaged by the Contractor, its subcontractors of any tier, employees and/or agents or anyone for whose acts any of them may be liable and Contractor shall be liable for any consequential damages resulting from such damage to any Utilities, including but not limited to any injuries, death or damage to any property attributable thereto.

30. 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 the 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 Village may require that other material or equipment of equal kind and quality be provided at no additional cost to the Village.

31. Miscellaneous.

(i) 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.

(ii) This Agreement may be executed in any number of counterparts, and by the Village and Contractor on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.

(ii) 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.

(iv) 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.

- (v) In construing this Agreement, section headings shall be disregarded.
- (vi) Time is of the essence of this Agreement and every provision contained herein.
- (vii) 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.
- (viii) 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.
- (ix) In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control.
- (x) Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

VILLAGE OF BARTLETT

CONTRACTOR:  
SCHROEDER ASPHALT  
SERVICES, INC.

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

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

Attest:

Attest:

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

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

**RAILROAD PROTECTIVE LIABILITY INSURANCE**

**Description.** Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications, except the limits shall be a minimum of \$5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$10,000,000 over the life of the policy A separate policy is required for each railroad unless otherwise noted.

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
<p>The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra, as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation.</p> <p>DOT/AAR No.: 372212E  RR Division: MWD</p> <p>RR Mile Post: 32.67  RR Sub-Division: Elgin</p> <p>For Freight/Passenger Information Contact: Marilyn Schlismann  For Insurance Information Contact: Marilyn Schlismann</p> <p>Phone: 312-322-7093  Phone: 312-322-7093</p>	<p>70 trains – 20-70mph</p>	<p>16 trains – 20 -70 mph</p>
<p>Dakota, Minnesota &amp; Eastern Railroad Company d/b/a Canadian Pacific</p> <p>DOT/AAR No.: 372212E  RR Division: MWD</p> <p>RR Mile Post: 32.67  RR Sub-Division: Elgin</p> <p>For Freight/Passenger Information Contact: Jim Krieger  For Insurance Information Contact: Jim Krieger</p> <p>Phone: 612-330-4555  Phone: 612-330-4555</p>	<p>N/A</p>	<p>4 trains – 10 mph</p>

