

VILLAGE OF BARTLETT

BOARD AGENDA

AUGUST 16, 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 19, 2016
- \*7. BILL LIST: August 2, 2016 and August 16, 2016
8. TREASURER'S REPORT: June, 2016  
Sales Tax Report – April, 2016  
Motor Fuel Tax Report – May, 2016

9. PRESIDENT'S REPORT:
  1. Bartlett Royals Proclamation
  2. National Night Out Recognition Awards

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. D^Licious Crepes & Roti Special Use
2. Bartlett Ridge Subdivision PICA

B. BUILDING COMMITTEE, CHAIRMAN HOPKINS

1. None

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

1. Amended Estimated Redevelopment Project Costs in Bartlett Quarry (BCBP) Redevelopment Plan
- \*2. Brewster Creek TIF Developer Note #3, Payout #36

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN ARENDS

1. Wayne Township Bicycle Plan
- \*2. Heritage Oaks Tree Preservation Damaged Tree Removal
- \*3. Bartlett Lions Day Dash Parade Permit Request
- \*4. Banbury Fair Amplifier Permit Request
- \*5. Heritage Days Amplifier Permit Request
- \*6. Lomeli Amplifier Permit Request

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

1. None

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

1. Smart-Ready LED Street Lighting Agreement
2. Spaulding Road Quiet Zone - Eagle Z & Global Recycling Amended Agreement

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 19, 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 (via webcam), 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, Planner, Angela Zubko, Building Director Brian Goralski, Grounds Superintendent Kevin DeRoo, Police Chief Kent Williams, Deputy Chief Patrick Ullrich, Village Attorney Bryan Mraz and Village Clerk Lorna Gilles.

3. INVOCATION

Pastor Andy Doyle from Christ Community Church did the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Reinke stated that he would like to add item 1 under the Planning & Zoning Committee (Ordinance 2016-57, 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) to the Consent Agenda.

Trustee Camerer moved to amend the Consent Agenda by adding item 1 under the Planning & Zoning Committee (Ordinance 2016-57, 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) in addition to



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the items already shown on the Consent Agenda, and that motion was seconded by Trustee Deyne.

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

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

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

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

**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

Finance Director, Jeff Martynowicz summarized the Municipal Sales Tax Report through March, 2016 was \$2,071,432 and it represented a 14.29% increase over the same time period last year. He stated that the Motor Fuel Tax distribution through April, 2016 totaled \$1,053,412 and represented a 2.82% increase over the same time period last year.

He updated the Board on what happened in Springfield with the budget. He stated that the State passed a six month budget. The Village will continue to see all of the revenues flowing and that includes motor fuel tax, income tax, video gaming and use tax. None of those revenues will be held up like they were last year. The budget also includes funds for capital and any grants. Most importantly, funds are flowing for the EPA loan program which is important because of the improvement with the water and sewer program.

President Wallace asked if the payments were on time.

Mr. Martynowicz stated "yes", they have been very good and on time.



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9. PRESIDENT'S REPORT

President Wallace read a Proclamation into the record for National Night Out 2016 on Tuesday, August 2, 2016 and encouraged everyone to attend. He announced that in celebration of the Village's 125<sup>th</sup> Anniversary, we will try to break a world record for the number of simultaneous people blowing a train whistle. He encouraged everyone to attend to break the record of 1,127 whistle blows.

President Wallace stated that Pasta Mia requested a Class O Liquor License to sell alcohol at a wedding hosted at 211 W. Railroad Avenue on August 27, 2016. He stated that he intended to issue that license.

President Wallace stated that 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. He stated that he intended to issue that license.

President Wallace stated that the police department had a video presentation that will be postponed to a future date. He recognized the police department and the Board's support to them with everything that is going on in the country. He thanked the Chief for running such a great organization and stated that they are 100% behind him.

Chief Williams stated that he would pass that on to his staff.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

11. TOWN HALL

**Eric Shipman, 883 Prairie**

Mr. Shipman stated that he wanted to echo the sentiments of many of the people in the community mentioned regarding our police department and police officers everywhere. About two hours ago there was another murder of an officer, this time in Kansas City. His thoughts go with all the brothers and sisters in blue. We are very lucky to have the organization we have here in the community.

He commended the Board for being pro-business. He was glad they were looking for alternative businesses and this wedding chapel is certainly that. He found it ironic that it competes with the Village's own golf course which just had several hundred thousand dollars in recent renovations. His question was "do we need this"? The first question is location and he assumed that most residents in the audience live close to the proposed location. He stated that he did not live terribly close to this location, he was close enough to have concerns. It seems that there are better locations for this type of business in this



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community. We have several vacancies along Route 20 where there is TIF funding and hoped they would consider them. There have been other businesses that have been denied because of their proximity to residential neighborhoods; businesses that would not have drawn nearly the same type of crowds or number of people. The lot has been vacant forever and the question begets, is now the right time to build just anything there because it comes along? What if it was an adult entertainment facility? What about a waste transfer station? He asked the Board to consider those things in their deliberations. He felt that the Village takes a pro-business stance in everything that they do. Let's consider the worst and bleak alternative. What if they build this beautiful facility and it does not work? We have this big vacant chapel and banquet facility in the middle of a residential neighborhood to be used for what? We can't fill other retail space and yet permit the building of the white elephant that has one unique use. He had additional concerns for the parking and hoped they would take those things into consideration,

**Jim Regan, 446 Hillandale Drive**

Mr. Regan begged the Board to stop Ashton Gardens from building on Prospect and Devon. He has seen their other locations on the website and was not swayed by the window dressing. With or without a preceding wedding ceremony, you will be effectively approving a private dance club to be adjacent to one of the quietest residential neighborhoods in Bartlett. This business would host a one hour ceremony followed by a four to six hour party where hundreds of people would gather to eat, drink alcohol and dance to music. They have known that this plat is zoned for commercial use but this particular business is wrong for this location. His issues included increased traffic, guests passing through a residential area, parking issues. Their homes are accessible from two streets which are the closest streets to this facility. There is no possible way for the residents of the neighborhood to avoid this business by traveling south or west. This business would bring in noise late into the night, guests outside smoking or talking and overserved guests stumbling to their cars and fighting in the parking lot. Most alarming, the certain increase in impaired drivers driving through the heart of Bartlett. He wanted to highlight how horrible of a decision this would be to place this type of business in a residential location. If you approve this plan to move forward, you would be allowing a loud business to operate late into the evening when working people and families are trying to sleep and inviting impaired drivers to meander the streets trying to find their way home. He asked the Board if they would like this type of business behind their homes? The residents of this neighborhood do not, and he implored them to stop this project from moving forward.



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

Ms. Bollman stated that she spoke at the last Board meeting when they were going through the water taste and odor issue. She learned through various phone conversations about the harmful effects of algae ([www.friendsofthefox](http://www.friendsofthefox)). She stated that in the last couple days it has calmed down but she still can't drink it. She found out about some harmful bacteria that can come about. She spoke about HAB (Harmful Algal Bacteria) and stated that the taste and odor does not have to be present in order for the algal to be present. She spoke about testing and stated that the Village only tests once per year and found that concerning.

President Wallace stated that she was at five minutes and would have to stop. He suggested she discuss this with the water department and felt that they do tests quite frequently.

Ms. Bollman stated that she would speak at the next meeting.

**Roy Hunt, 442 Hillandale Drive**

Mr. Hunt stated that he was concerned about the capacity of Ashton Gardens.

**Brian Ozog, 568 Versaille**

Mr. Ozog spoke about the Spaulding Road improvement project. Global Recycling occupies the intersection of Lambert and Spaulding. They are currently parking along Spaulding, directly in front of Lambert. The proposal is to move the driveway onto Lambert which is a "No Truck Zone" which will encourage additional parking along Lambert by staff and customers. Without a turn lane at that location, trucks backing in or pulling out will congest Lambert further. There are only two points of egress and ingress into the Castle Creek subdivision, one at Lake and Lambert and another at Spaulding and Lambert. It makes it extremely difficult to get out in the morning with the trucks there as early as 7:00 a.m.

**Allison Ozog, 568 Versaille**

Ms. Ozog stated that she heard about the Spaulding Road project from the Examiner and she talked to several residents who knew nothing about this. Her biggest concern is the safety. There is a park down the road and trucks already violate the "No Truck" rule. Every morning she crossed the Metra and CNN railroads and is stalled by large trucks that have to back up into Global Recycling. Today, they were up to seven cars on Spaulding. If you move the entrance to Lambert, it will be backed up on Lambert. There is also inappropriate behavior while they are waiting and she gets to witness that. She



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knew that this all relates to the Quiet Zone but she would personally rather have the horn than the traffic on Lambert. She submitted photos for the record.

**Ms. Saboor, 204 Lido Trail**

Ms. Saboor stated that she had concerns about Ashton Gardens and the noise pollution as well as the retention pond will be close to her backyard.

**Monika Ratajczyk, 216 Lido Trail**

Ms. Ratajczyk stated that she is amazed that this development is being considered for their neighborhood. The area may be zoned commercial but it is surrounded by houses and townhouses on all four sides. Two sides of the property will be adjacent to resident backyards and one is hers. This venue will be noisy, cause traffic congestion and will introduce drunk drivers onto our streets where kids play. How can any of us feel safe having our kids outside with that venue next door. They live in Bartlett because it is safe, quiet and has good schools. With this venue, Bartlett will no longer be safe and will be loud. They will have a hard time moving and their property values will drop along with their homes being a lot less desirable. She talked about the 300 guests and parking on the streets. She didn't feel that parking for 130 cars is satisfactory and asked the Board what they would say to a family that loses a child to a drunk driver that parked in their neighborhood.

**Krishna Kalagara, 637 Versaille Drive**

Mr. Kalagara was there to address the Spaulding Road improvement project. He stated that they have a lot of problems on Spaulding with trucks backing out and their customers parking their cars on the blind spot. Lambert has been a quiet road and there is a "No Trucks" sign and he didn't understand how it could be made into an entrance. There is a bike and walkway starting from Spaulding Road to Edinburgh that families and kids utilize. He would like to request that the Board do something to stop this. He spoke about cars parked in the intersection near the tracks. He wanted to see improvement in the in/out for the entrance to the junkyard.

**Jim Sauter, 237 John Drive**

Mr. Sauter stated that he was there to oppose Ashton Gardens. He believed that it would change the neighborhood a lot. He went to the meeting at Pasta Mia and talked to the petitioner regarding revamping of the Dominick's or the Fresh Market. He was told that he had a different vision. Residents were told that they would have parking for 143 cars. He later found that the Village had to revamp the parking and it would be at 133 with 30 employees, so now they are down to 103 parking spots. The Village stated to him that they will ask him to utilize the Fresh Market parking lot for overflow. He was concerned



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with people cutting through their neighborhood and parking on Lido if the parking lot is full. The hours of operation stated that the facility will be open until 12:30 p.m. The petitioner stated that they would have armed security. What kind of a crowd would necessitate armed security? The Village owns Bartlett Hills and the Park District owns Villa Olivia. Why build another reception hall that takes business away from them? The amount of money that they pay for taxes is quite a bit. What kind, if any, of a tax incentive is he getting?

**Angelita Garcia, 624 Grenache Court**

Ms. Garcia was there to speak against building Ashton Gardens. She is not directly behind the facility but was concerned about her property values going down and the quality of the neighborhood as well drunk driving, safety of the children and citizens.

**Joe Zdybel, 213 John Drive**

Mr. Zdybel stated that he has lived in East Point Estates for 23 years. He does not support the Ashton Gardens project. All of his neighbors have voiced their opinions very clearly and he supports that. He addressed the traffic and stated that the neighbors at 233 Lido had a professional event at the house in which valet service was provided. He stated that there is no room for two cars to pass when parking is allowed on both sides of the street. He wondered if they have looked at the idea of having "No Parking" signs there.

**Scott Erickson, 211 Lido Trail**

Mr. Erickson stated that he represented the subdivision and 20-30% of the residents were in the audience. In his preliminary survey, the majority of the residents at East Point Estates are opposed to Ashton Gardens. They are concerned about the effects of this facility on their quality of life, property values and all the other things previously mentioned. It has been a peaceful, tranquil neighborhood that they have raised their families in. A facility like this will bring in people, traffic noise, odors and activity. They understand the business side of this and the primary concerns are the roadway, drunk drivers and safety to Bartlett families, spill over parking, back to back events (excessive cars), loud noise from the building. The builder has stated the noise will not transmit but as an engineer he knew that low frequencies get through anything. They will hear thumping as well as the guest cars in the parking lot. A lot of the people that back up to the facility have two story homes and the fence is only one story. When they are in their bedrooms they will look down and see all the effects of that parking lot. He spoke about the dumpsters and garbage trucks. He wanted to make sure that they were addressed. What are the rules for the future? It is a great concept and their website has great examples of their other businesses. If it does fail, what happens to the buildings? Who will take over and what types of businesses would fit into these buildings?



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He submitted pictures of Lido Trail and what it looks like when it is fully loaded with cars. He also submitted photos of the Seville including dumpsters, smoking lounges and other considerations. He also included aerial views of Ashton Garden's other locations. He stated that from what he has gathered, most of them have a barrier of trees, forest and don't seem to be close to neighbors like they are here.

### **Zofia Butkiewicz, 432 Anita Drive**

Ms. Butkiewicz stated that Leisburg baseball park is adjacent to the Ashton Gardens facility and weddings or bridal showers are sometimes at noon when kids are riding bicycles to the park. Has anyone considered that this could be a hazard for the kids? She can hear the train from her home that is almost a mile away and felt that the dumpsters next store would be unbelievable noise. She didn't think this was the right place for this facility.

### **Brad Schreiber, Ashton Gardens**

Mr. Schreiber stated that the question, comments and concerns of the residents are exactly the same everywhere they go. He wanted to address some of the comments from the audience. He stated that they have letters on record to the City from Mayor's praising their business, community involvement and good neighboring. They have three properties that are directly adjacent to homeowners (two are virtually the same number as Bartlett). They have not had any issues with them at all.

They are not a private dance club. They are a high end, expensive wedding facility. The company is run by the top professionals in the industry. Their level of integrity, business ethics, concern for the neighbors is better than any business he knows. They understand the value of being a good invisible neighbor. Ashton Garden's did traffic studies that show there will be no impact even during peak hours. They have to follow regulations set up by the State and County as well as the Village. Their parking is adequate by everyone's calculation. Should there be a need for overflow parking, they will find a local business that has a parking lot to shuttle. They have never had to utilize this option at any of the properties. He stated that the buildings are pretty solid and there should be no noise escaping. He appreciated the residents input and they have done extensive research and money on this location and feel it is a good business for the community. There is all kinds of speculation on what could happen. They have responses or requirements that will address many of those and he looked forward to the Committee meeting to do that.

### **Mike Baggot, 200 W. Lido Trail**

Mr. Baggot stated that he has been a resident for 34 years and purchased his home with the intention that he would like here for the rest of his life. He stated that he was an



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attorney and did insurance defense work and represents companies like Mr. Schreibers and bars. He stated that there would be intoxicated people at the facility because it happens everywhere. There will be drunks and fights and incidents. He spoke about the police calls to Cadillac Ranch on Friday or Saturday night and if they are going to move that to a neighborhood where children are playing? It's a public safety issue. You are the custodians of the Village – do what's right. Its public safety and personal safety. He has a 15 and 13 year old. He would not leave them home alone while there is an event going on there. He will have to move from his home if this happens. He stated that they have to look at potential liability for the neighbors for things that happen when people are drinking there. You go to a reception to have a good time and drink. Whether it's 300 or 150 people or just 2 that are drunk – fights happen. He stated that they are the custodians and they should do what's right.

**Scott Ummel, 225 John Drive**

Mr. Ummel stated that he was part of the National Guard as a military police officer. His perspective is purely the law enforcement side. We have five sectors in Bartlett and he has done many ride-along's with Bartlett and has been on many DUI calls. If you have a fight, there will be multiple officers responding so you have two and possibly three sectors that are not covered any more. A DUI takes a lot of time (hours) to process where you now have officers who are supposed to be guarding and safekeeping the rest of this community that are not there. If there is a fight, that takes even more officers and you now have the whole town unguarded because of one establishment. We have Bartlett Hills Golf Course and Cadillac Ranch banquet facilities. He believed that the representative from Ashton Gardens appointed a lot of opinions as facts. He would like to see some of those facts backed by statistics, such as the music level.

**Patti Ummel, 225 John Drive**

Ms. Ummel stated that she was the mother of the previous speaker. Her children have known nothing but to grow up in this house in Bartlett and he is very emotional about it as all the other residents are. We don't understand it, don't get it, it's not the right thing to do. She was concerned that they got a note saying "as you may already know, we purchased this property". They didn't know this. It is not okay and we don't want it there. She has lived there for 22 years and it is the wrong thing to do. It would be a devastating thing for this community to have the people here who back up Bartlett forced to leave because of something like this.



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12. STANDING COMMITTEE REPORTS

A. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that Ordinance 2016-57, 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 was covered and approved under the Consent Agenda.

Planner Angela Zubko stated that George Reveliotis on behalf of his client is requesting a Resolution from the Village supporting its Class 6B Application for the former Main Steel plant at 802 East Devon Avenue. The applicant proposes purchasing, rehabilitating and dividing the building into smaller units while lowering the property taxes and making the building more attractive to perspective tenants. The Class 6B incentive lowers the properties assessment to 10% of the market value for the first 10 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%. Applications to the Cook County Assessor must include a Resolution or Ordinance from the municipality in which the property is located supporting the application. If they do get this, they will be looking at a total cost savings of about \$2.1 million dollars in property taxes.

Petitioner George Reveliotis, attorney representing Dimitri Pouloukefalos of Pouloukefalos Enterprises II, the perspective purchaser of 802 Devon Avenue in Bartlett.

Mr. Reveliotis stated that the subject property consists of 89,000 SF and is an industrial building in Cook County. The property has been vacant for at least two years. In Cook County there is a tax incentive program which is called the Class 6B. The properties are assessed on a two tier basis, commercial and industrial at 25% of fair market value and residential/mixed use are assessed at 10% of fair market value. In all the other counties in the State of Illinois, all properties are assessed at 33-1/3% regardless of the type. Commercial and industrial properties in Cook County pay more tax on a per square footage basis than the same in DuPage County. Considering that the property has been vacant for at least two years and the building is functionally obsolescent in that it does not meet today's industrial needs. Considering that it is in the Cook County part of Bartlett in that it pays a little bit over double of what the DuPage counterpart industrial properties pay on a square footage basis. You must also consider the monetary investment that his client will put into the property of between \$4-\$5 million over and above the purchase price. They are asking the Board to approve the Class 6B property incentives. He stated that Mr. Pouloukefalos is a seasoned property owner, he owns AGT Technologies and this company makes plastics as well as holding various patents. He has recently been investing in industrial properties and most recently purchased 150 Gaylord in Elk Grove Village, IL of which he renovated and rebuilt and found a tenant. Improvements include



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raising the ceiling height from 15-20 feet to 30-35 feet, electrical, compartmentalize building for full occupancy.

Trustee Reinke asked how many tenant spaces they are planning.

Dimitri Pouloukefalos of Pouloukefalos Enterprises II stated that there will be four tenant spaces and they will be in 25,000 SF increments and a 43,000 SF increment.

Trustee Reinke asked if he had tenants lined up?

Mr. Pouloukefalos stated "no". He will be bringing one of his businesses in there with 30-40 employees.

Trustee Reinke stated that they will need to raise the roof to do that.

Mr. Pouloukefalos stated that they will demolish about 80,000 SF and bring it up.

Mr. Reveliotis stated that they are proposing to remove 48,000 SF and keep one section (42,000 SF). They will remove the exterior envelope and replace with new brick and block. The height of the existing building will remain but they will make a 75,000 SF addition, equally divided into 3 units.

Trustee Reinke asked if they submitted a site concept plans for staff review.

Ms. Zubko stated that they have not submitted anything yet. They are trying to get the incentive from Cook County first.

Administrator Salmons stated that the incentive was more clear cut than they are indicating. We would have had this on the Committee Agenda for more in-depth questioning if they understood the depth of this.

Trustee Reinke stated that the space has been vacant and the 6B program is out there but at the same time it seems that more information is needed. He spoke about motioning to Table this item.

Mr. Reveliotis stated that the Class 6B program will not be implemented by the assessor unless an occupancy permit is issued. However, with a Resolution, there is no roadmap that is put into place. The Class 6B will only be implemented by the assessor when there is occupancy in the building.

President Wallace stated that they need the Class 6B in order to start the horse.

Mr. Reveliotis stated that in order to make the considerable \$4-\$5 million dollars, it's good knowing there is a Class 6B which will enable that cash flow.



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Trustee Reinke stated that it is important to know what is going on with the property before the Board consents to this. We are conceivably losing some tax revenue and you are talking about replacing most of the building. It is much more complicated than just the Class 6B.

Mr. Reveliotis stated that this can be given under three different scenarios: re-occupancy of a vacant building that has been vacant for at least two years or construction of a new building or substantial rehabilitation. You can grant it on any of those three. With a considerable investment of \$4-\$5 million and because the building is functionally obsolescent, and the taxes currently are at \$99,530. With the incentive and occupancy, it would be increased to \$129,000 which is after the \$4-\$5 million dollar investment. To the community that means that all the incidental benefits like human beings coming in and out of the building, people going out to lunch at local restaurants, employment opportunities. If this continues to remain vacant, it will become completely useless.

Trustee Deyne asked if they had a contract? Is it contingent upon the Class 6B incentive?

Mr. Reveliotis stated that they have a contract that is not contingent upon the 6B.

Trustee Deyne stated that he knew there was additional information needed and they will have to work with staff. He thought before they spent any additional money, the Class 6B should be issued to this group. The building is vacant and the petitioner is willing to bring it up to par and offer jobs. He preferred to move forward with it.

President Wallace asked how many other potential suitors have there been for the building?

Administrator Salmons stated there have been two since Main Steel left. There is a lot of information that would cause this to be a Committee item.

President Wallace disagreed because they need some kind of assurance that the Class 6B is a possibility. If we don't act tonight they won't know if it is possible.

Mr. Reveliotis stated that if the Board grants the Class 6B tonight, it is not something that will be implemented tomorrow and only upon issuance of an occupancy permit will the assessor implement the 6B. You can't get the 6B and leave the property idle. From the time of purchase, until the time of occupancy, the incentive to race to find occupancy is there.

Attorney Mraz asked if they will need a variation to raise the building height they are proposing.



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Ms. Zubko stated that they will have to come through the site plan review and at that time they would see if they needed a variation.

Trustee Arends stated that even though they approve this ordinance, they do have recourse.

Trustee Reinke stated that if the purchaser closes and we grant the 6B and they decide not to make improvements to the building but the building is in such condition that they can get the 6B.

Ms. Zubko stated that the 6B has certain requirements in order to get the money. They have to use a certain amount of money for rehabilitation so they would have to make some type of improvements and follow those guidelines.

Trustee Reinke moved to approve Resolution 2016-58-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, and that motion was seconded by Trustee Camerer.

Trustee Hopkins asked what the loss of revenue would be to the Village if this is granted.

Administrator Salmons stated that there is none.

Trustee Hopkins asked if the impact is spread over all three counties.

Administrator Salmons stated just in Cook County.

Trustee Hopkins asked if the Cook County taxpayers will make up the difference.

Administrator Salmons stated that they all would.

Attorney Mraz stated that the property is vacant and probably getting tax relief. With these improvements it will be assessed higher. The 6B gives them some tax relief for a period of ten years and then it kicks in at the assessed value.

President Wallace stated that once the property is improved and developed, even the discounted tax rate will be higher than the current rate of tax now.

Ms. Zubko stated that it is about \$30,000 extra per year.

Mr. Reveliotis stated that the current taxes, with vacancy and no incentive are at \$99,530. If the building were to be improved, occupied, with Class 6B at the current square footage the tax would be approximately \$129,000. The current square footage is 89,000 SF, the



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projected square footage after all the improvements will be approximately 113,000 SF so that could potentially be \$135,000 to \$140,000.

President Wallace stated that in ten years that will be double or triple that.

Mr. Reveliotis stated that in the thirteenth year it will be more than double.

**ROLL CALL VOTE TO APPROVE RESOLUTION 2016-58-R, APPROVING CLASS 6B CLASSIFICATION FOR 802 EAST DEVON AVENUE**

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

NAYS: None

ABSENT: None

**MOTION CARRIED**

**B. BUILDING COMMITTEE, CHAIRMAN HOPKINS**

Trustee Hopkins stated that there was no report.

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

Trustee Deyne stated that there was no report.

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

Trustee Arends stated that the National Night Out McGruff Balloon Special Display Permit Request, National Night Out Picnic in the Park Amplifier Permit Request, Modi Amplifier Permit Request, Jain Society Amplifier Permit Request, Zamora Amplifier Permit Request, Heritage Days Right of Way Permit Request were covered and approved under the Consent Agenda.

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

Trustee Carbonaro stated that there was no report.

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

Trustee Camerer presented Resolution 2016-59-R, Spaulding Roadway Improvements.

Trustee Camerer stated that staff went out to bid and five bids were submitted. The bids ranged from a high of \$448,243 to the low of \$246,309. Schroeder Asphalt Services, Inc. submitted the low bid of \$246,309.

Public Works Director Dan Dinges stated that they worked with Schroeder in the past and they have done good work.

Trustee Camerer moved to approve Resolution 2016-59-R, Spaulding Roadway Improvements and that motion was seconded by Trustee Deyne.



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Trustee Reinke stated that this is just part of the Spaulding Road improvement and doesn't directly correlate with the public comments. What is going on with the parking over there? We have to do something about this.

Attorney Mraz stated that there are ten off street parking spaces that would be on the Village property for which a license was granted (approved at last Board meeting). The Village will pay for seven of those spaces. The owner of Global/Eagle Z LLC and the operator of Global Towing were concerned that it was not enough parking and did not sign that Agreement. We need an Agreement with that owner so we can close down the entrance at the south end of the property. They met with him today and talked about the ability for him to add ten more spaces at his cost. There would be a license and he would pay the fair market value to add more parking as well as filling the area and putting down asphalt. They will bring that Agreement back to the next meeting. His concern is that there will not be enough parking. He thinks that this will solve the problem. The Village if trying to get this contract within the window of Metra doing the crossing improvements to try and save some money. Staff is working to figure out what we can do to not block off his access, construct the alternative entrance, approve this with Schroeder but not issue it or direct the contractor to proceed until the Village is sure that it has a signed revised agreement with Eagle Z and Global. Staff will not proceed until the Board approves the Amendment at the next meeting. Staff previously believed it had an agreement with the Owner's attorney but the Owner balked at signing over concerns about enough parking.

Trustee Reinke asked if he saw the photos.

Attorney Mraz stated that what Staff is proposing will solve the issue, more so than what was originally proposed. Staff thought the ten off street parking spaces was sufficient when you factor in parking along Spaulding. Based on the residents' comments and concerns, he may need the additional ten spaces, but it will not be on the Village's dime.

Trustee Reinke stated that they are working to resolve this situation.

President Wallace asked if this sounds like a working situation.

Attorney Mraz stated that the entrance will be off of Lambert and they will be able to pull up as far as the entrance or just past it. There will be no parking on Lambert. The trade-off is the quiet zone that will benefit over 2,000 residents.

Administrator Salmons stated that there is no change in the trucks that go up and down Lambert. That restriction is still there and they will ticket them if they do so.

Attorney Mraz stated that the new access will be safer and more efficient. There will be some trucks utilizing Lambert to get in but it would be safer and they won't be able to



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travel down Lambert off of Lake Street once the improvements are done. When the roads are closed there will be some truck traffic but once the construction is done, the same restrictions to keep them from going on Lake Street and pulling in there would remain in place. The only exception will be Global trucks coming off of Spaulding up to the new entrance.

**ROLL CALL VOTE TO APPROVE RESOLUTION 2016-59-R, APPROVING THE SPAULDING ROADWAY AGREEMENT WITH SCHROEDER ASPHALT**

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

NAYS: None

ABSENT: None

**MOTION CARRIED**

**13. NEW BUSINESS**

Trustee Deyne stated that he would like to recognize a special and dedicated individual with the following accomplishments:

1. Bicentennial Commission 1975
2. Park District Commission 1979-1991
3. Chairman of the Bartlett Salvation Army Unit 1982-2009
4. President of the Chamber of Commerce 1984
5. Park District President 1986
6. Economic Development Commission 1986
7. Zoning Board of Appeals 1987
8. President of Elgin PTO 1990
9. Chairperson for Bartlett Centennial 1991
10. Bartlett Living Legend 1991
11. Advisory Council for Iowa State Parents 1992-1995
12. First Chairman of Bartlett 4<sup>th</sup> of July Committee 1993-1994
13. Bartlett Veterans Memorial Foundation 2006-2009
14. President of Bartlett Rotary 2009
15. Village Trustee 1991-Present

She also received a couple of different awards which was the Melvin Jones Award issued by the Bartlett Lions Club in 2008 and the Paul Harris Fellow issued by the Bartlett Rotary in 2007.

He asked that they obtain a plaque for TL Arends and have this inscribed on this plaque to be placed on the Village fountain in the downtown area.



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Trustee Reinke stated that it is a very nice idea to honor the decades of work that Trustee Arends has put into this community. It is part of who we are in Bartlett that we recognize people who step forward and help.

It seemed to be the consensus of the Board that they would move forward with this.

President Wallace stated that he thought he left out a lot of information. She has been in the Lions Club and Rotary for numerous years and an active member of the community for a long, long, time.

Trustee Deyne stated that he knew the list would be reviewed and scrutinized by other individuals to perfect it.

Trustee Arends thanked them.

Trustee Hopkins stated that it was a wonderful idea.

President Wallace thought it was a great idea.

Trustee Arends stated that she ran across a typewritten poem in her grandmother's papers that she wanted to share with the Board. It read as follows:

*5,000 years ago, Moses said "pick up your shovel, mount your ass or camel and I will lead you to the Promised Land"*

*5,000 years later, Roosevelt said, "Lay down your shovels, sit on your asses, and light up your Camel."*

*If you don't watch out, Truman will take away your shovel, and take away your promised land.*

*I'm glad that I am an American, I'm glad that I am free, I wish I was a great big dog and Truman was a tree.*

She stated that unhappiness with leadership is not new at all!

President Wallace thanked her and stated that it was very enlightening.

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None



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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 and a five minute break.

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 8:42 p.m.

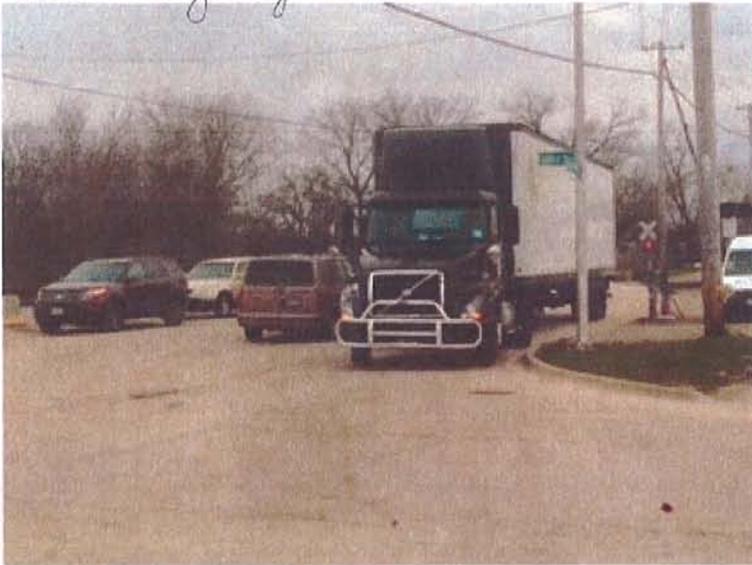
Lorna Giles  
Village Clerk



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*Global Recycling*



*March  
30, 2016*





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*Lambert  
&  
Spaulding  
Intersection*

*7/19/16 3:00 PM*





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*Lambert  
+  
Spaulding  
intersection*

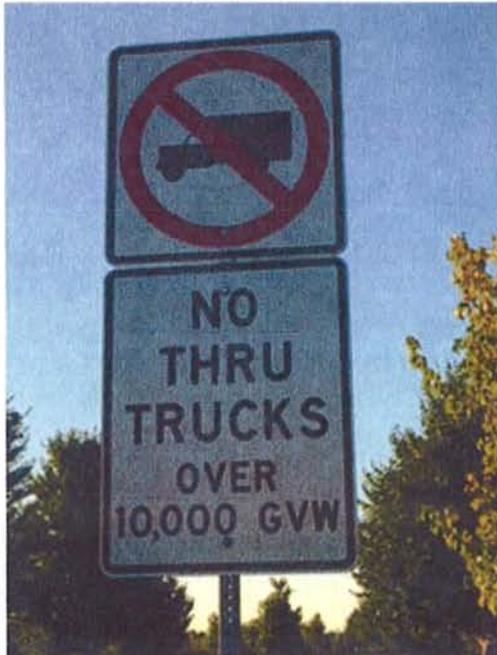


*7/8-16*



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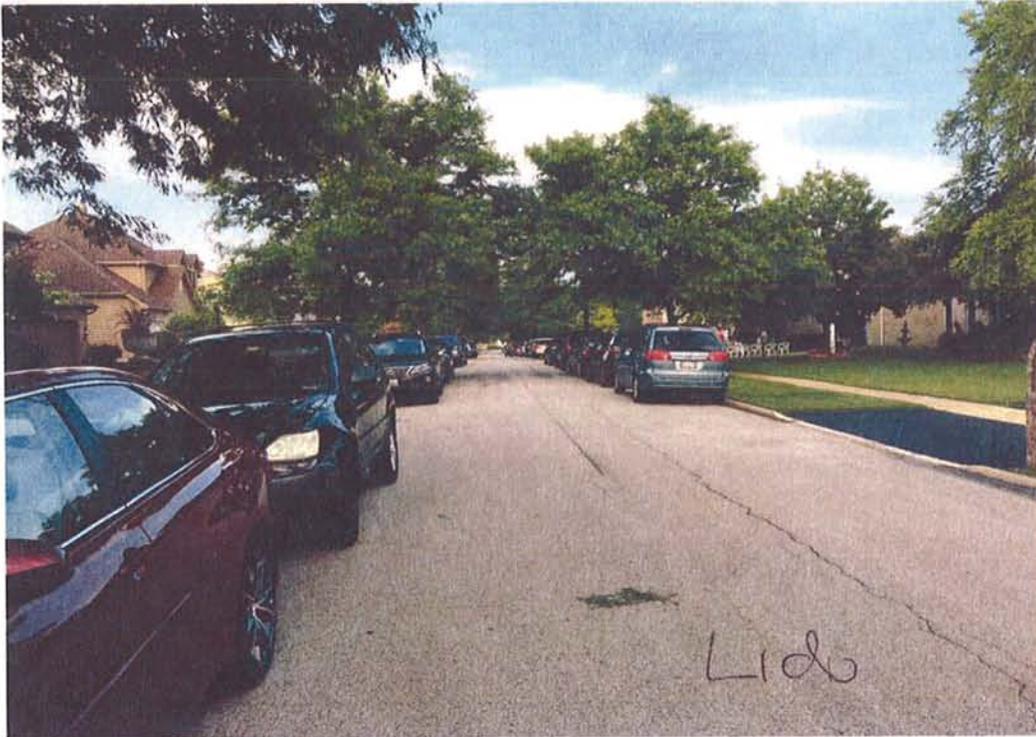
*6/18/16  
Recycling  
Parking  
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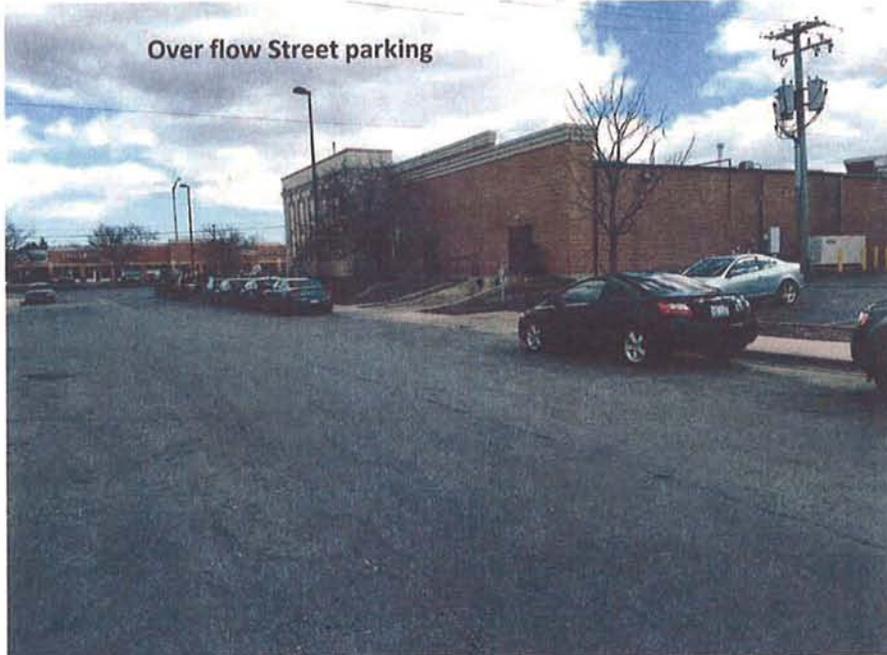
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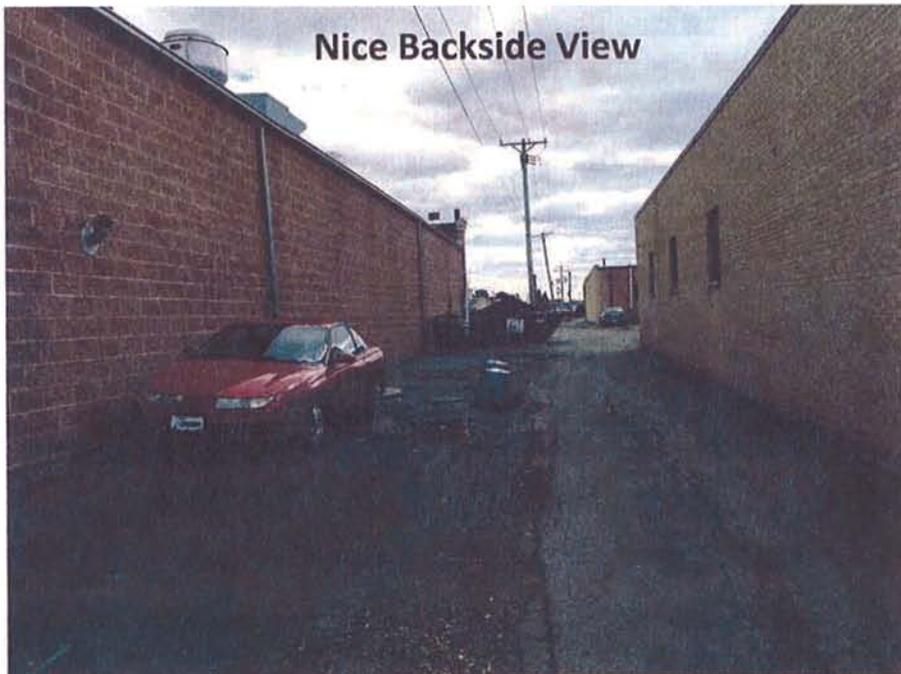
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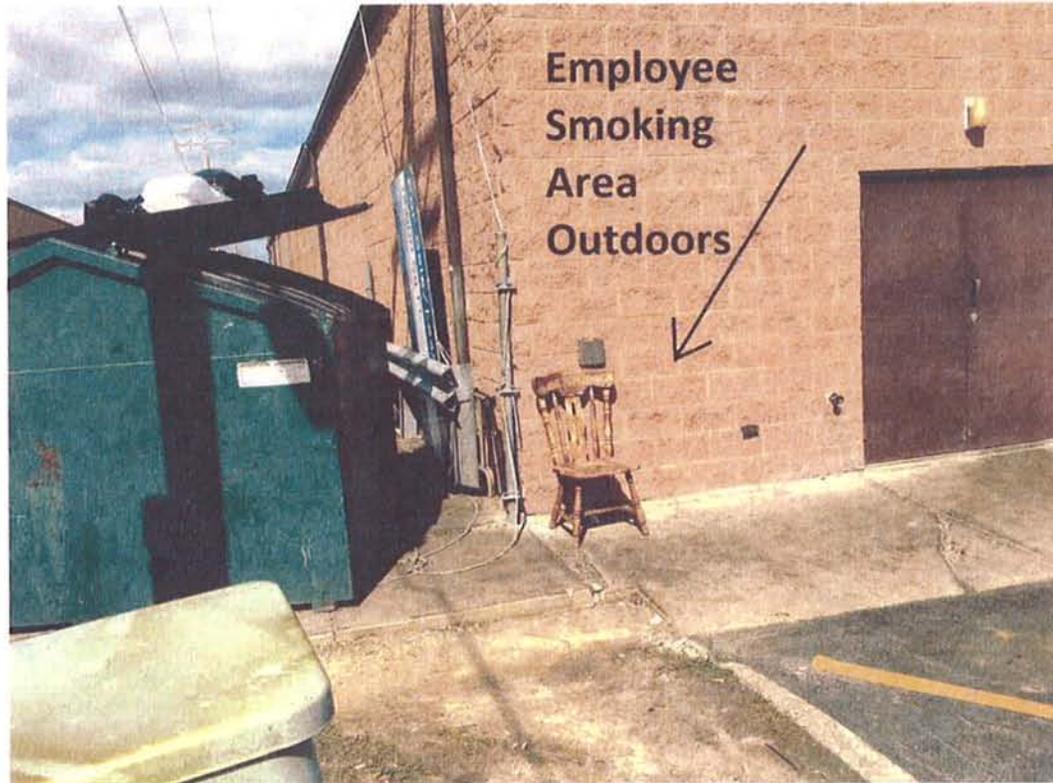
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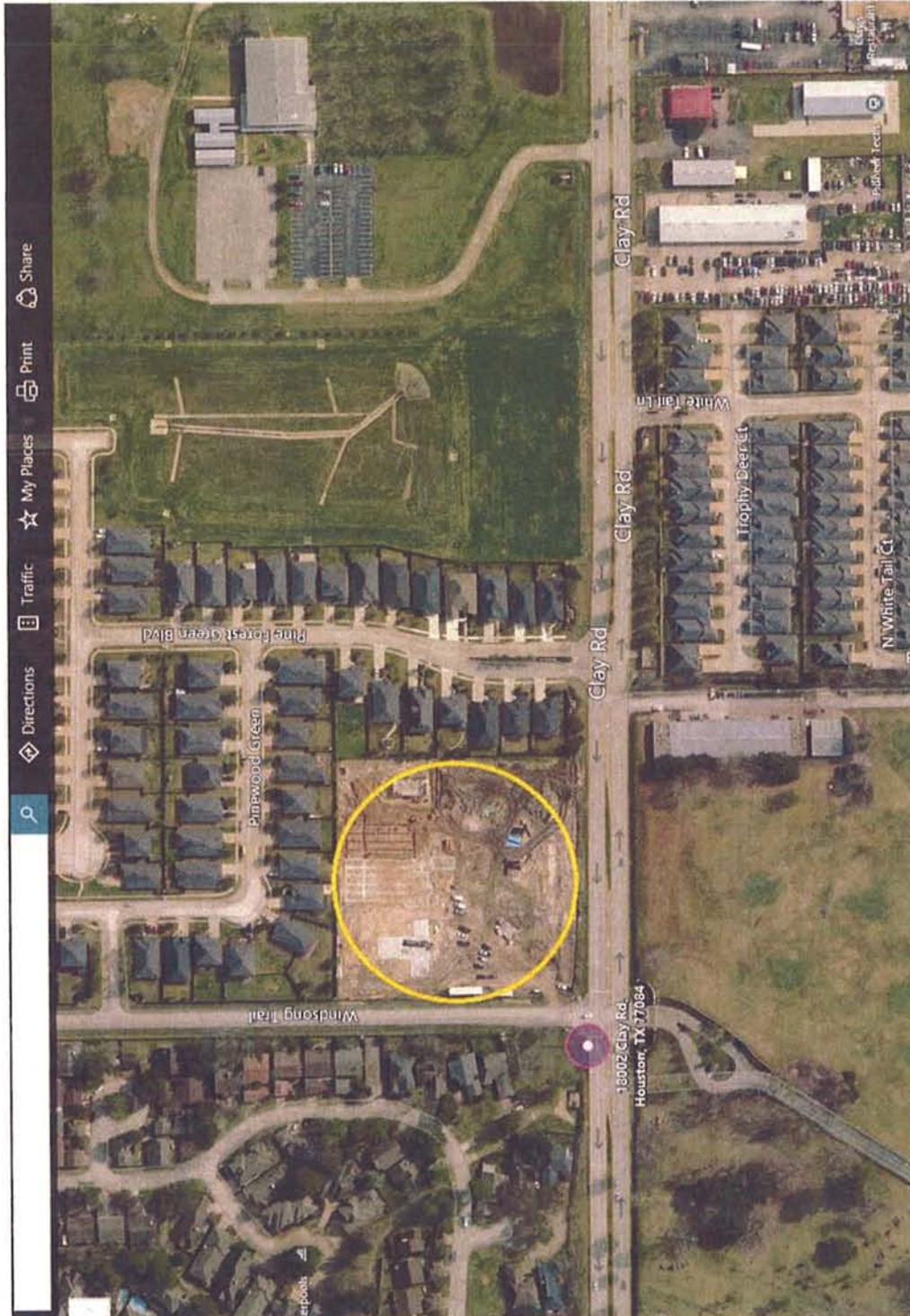
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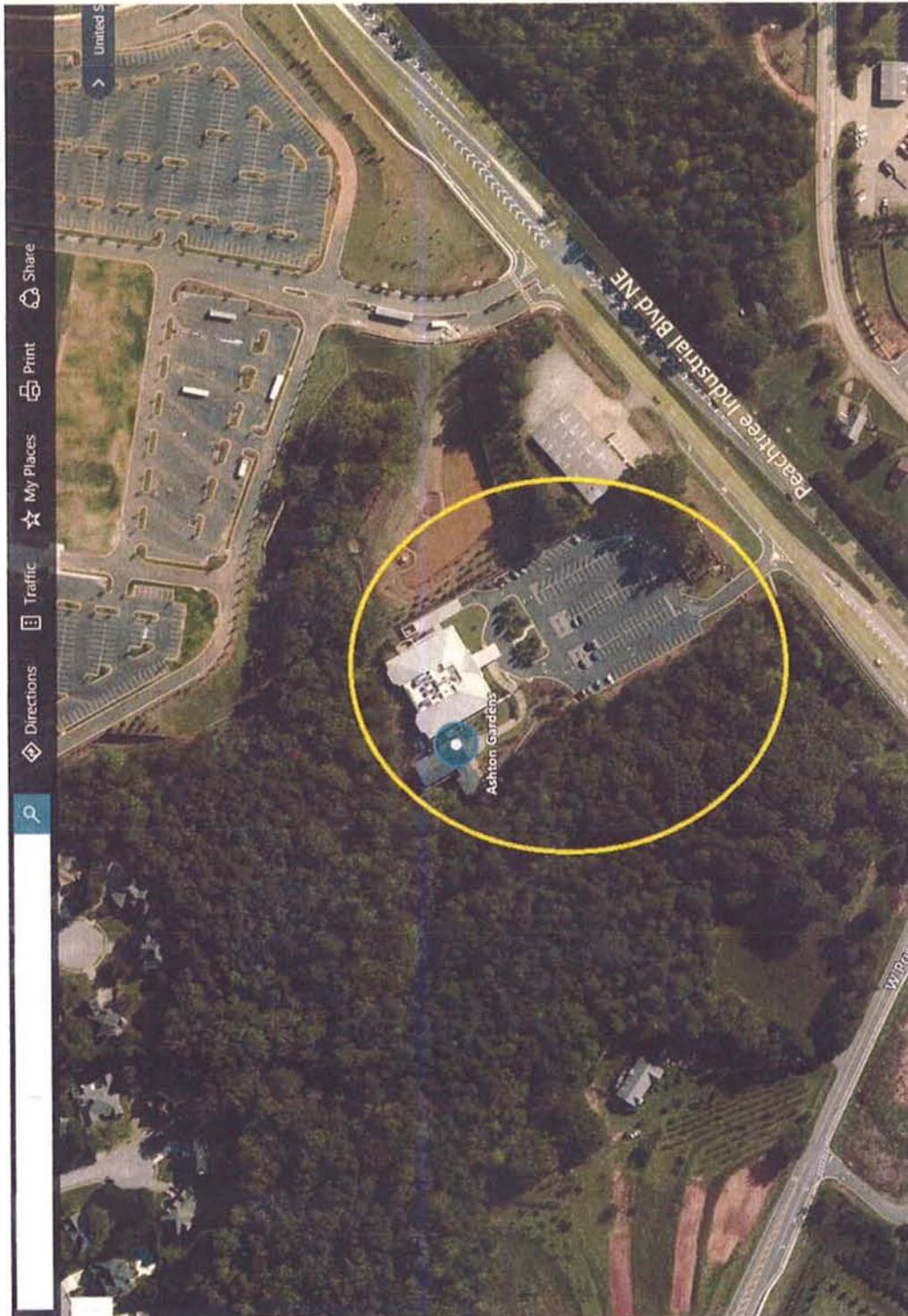


# VILLAGE OF BARTLETT BOARD MINUTES July 19, 2016



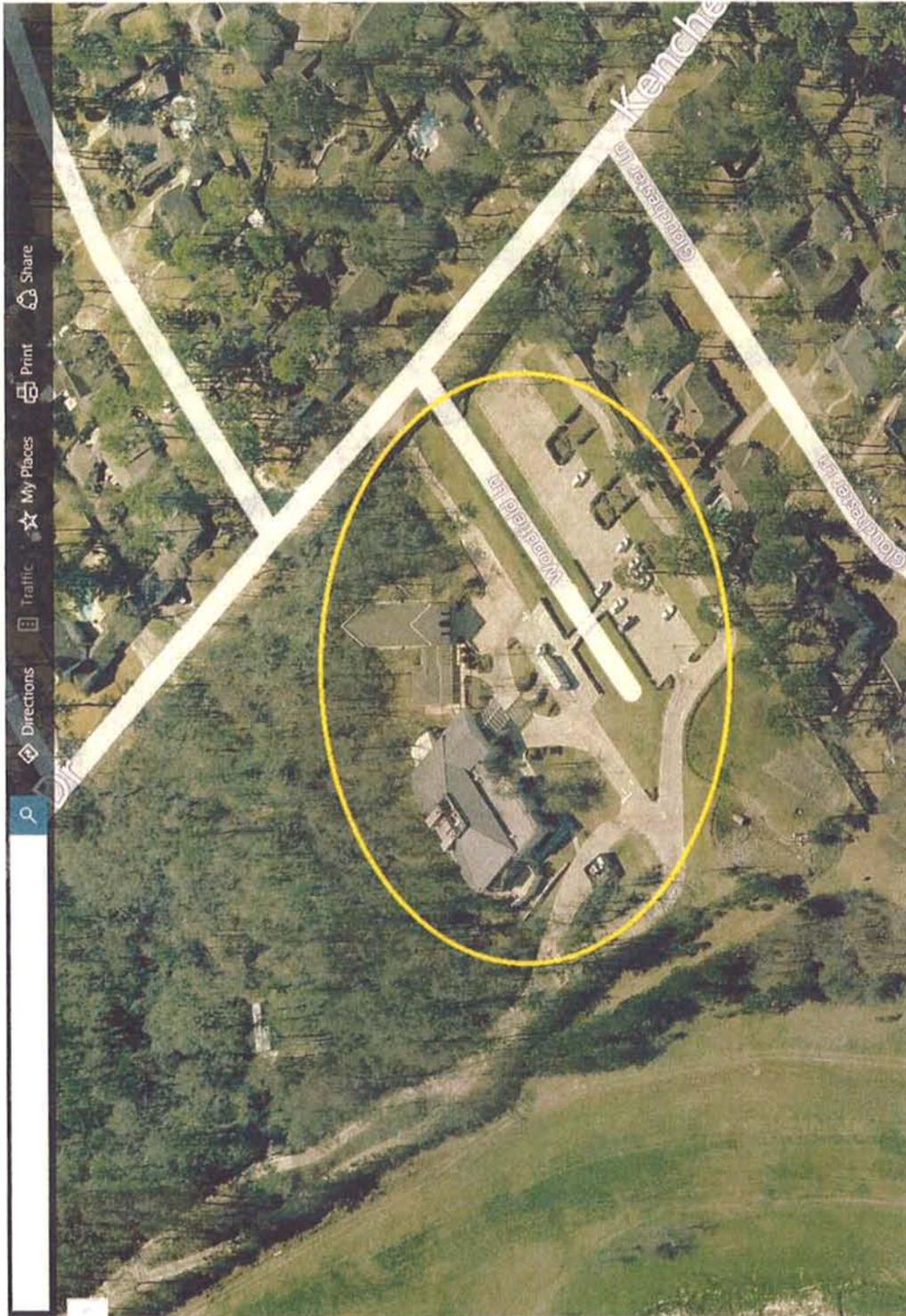


# VILLAGE OF BARTLETT BOARD MINUTES July 19, 2016





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

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

ABSENT: Trustee Arends

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, Planner, Angela Zubko, Building Director Brian Goralski, Grounds Superintendent Kevin DeRoo, Police Chief Kent Williams, Deputy Chief Patrick Ullrich, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

**PLANNING & ZONING COMMITTEE**

**BAPS Final PUD Plan – Phase 4**

Trustee Reinke stated that Council and the petitioners are here and he turned the matter over to the staff.

Village Planner Angela Zubko stated that the petitioner BAPS is requesting a final PUD plan review for their family activity center to be constructed on their property. There is a total of six different phases on the property and they have completed one through three. This Phase 4 building is a mirror image of the current building that is out there. Phase 5 and 6 will eventually be a commercial component. They are also looking to finish a parking lot which is located next to the storm water detention.

Trustee Reinke welcomed the petitioner and stated that they have been tremendous neighbors and part of the Bartlett community. He was concerned about traffic. The traffic study says that in eight years they will not have the capacity. He was also worried about parking and specifically the traffic on Route 59 and then potentially out on to Army Trail Road. He asked if they were anticipating a traffic light on Army Trail Road?

Janet Johnson, Legal Council from Schiff Hardin spoke on BAPS behalf. She stated that at this point in time there are no plans to do anything onto Army Trail Road. They are not building Phases 5 and 6, which is the commercial sites that front on Army Trail. They don't wish to put in any kind of a driveway because that creates another security issue for them. They don't have any problems on Route 59. The traffic studies are showing that might be a possible problem. They have renamed this building from a family activity center to a youth center. It is mostly designed for children's programming and they will be adding a gymnasium. The children served here will primarily come with



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their parents so this will not be a lot of added cars or traffic. The only time they have any difficulties with enough parking is the once a year celebration. They have handled that with off-site parking. Because they added additional parking with Phase 2, they have been able to accommodate the Sunday parking with no difficulties. They do not foresee any difficulties for a number of years, if ever.

Trustee Reinke confirmed that there is no timeframe for Phase 5.

President Wallace asked if the Chief knew how many hours per year the department supplies traffic patrol on Route 59.

Police Chief Kent Williams stated that it is about one week per year during their event.

President Wallace asked them if they have had conversations with IDOT to fix their entrance to make it safer to go in and out.

BAPS engineer stated that most of the traffic is on Sunday evening. He didn't think that this location would warrant a traffic signal.

Trustee Reinke stated that this will be turned over to the Plan Commission for further review.

President Wallace thanked BAPS for the wonderful donation to the Park District foundation and the event they put on.

### **Ashton Gardens Preliminary/Final PUD Plan & Special Uses**

Trustee Reinke presented the Ashton Gardens Preliminary/Final PUD Plan & Special Uses. This will be discussed at the Committee level and the next step in the legal process, and it is in fact a legal process where the petitioner has certain legal rights just as the interested parties do. It will then move on to the Zoning Board of Appeals and the Plan Commission. The Board will not be approving anything, just considering it and moving it along for the proper legal processes.

Village Planner Angela Zubko stated that the petitioner Brad Schreiber is requesting the Preliminary/Final PUD Plan review for a proposed wedding and special events facility which includes a chapel, reception/banquet hall and small office to be located on the 3.8 acre vacant property at the southwest corner of Devon and Prospect. They are also requesting Special Uses for a PUD, a banquet hall, the serving of liquor and building height for the chapel. The last request is for a parking variation to reduce the number of parking spaces to 136 stalls. The current plan has you counting parking for each individual building. Since they will be using the chapel and reception with the same



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people, the traffic study shows that they support the request to reduce the parking. They are also asking for some landscape variations. The petitioner is proposing to put trees and an eight foot fence along the south and west property lines to buffer the uses from the residential use. A traffic study has been completed. It did bring up the overlap if they were having two different events in one day and also suggested no parking signs on Prospect.

Trustee Reinke asked if the individual packet of materials for Ashton Gardens that the Board has tonight could be put up on the website for easier access. He stated that they were here for discussion and vetting this proposed use. He wanted to keep an open mind. He stated that the traffic study was not creditable. He didn't understand how the traffic study could conclude that this business will not impact traffic. It seems like it would and he didn't believe that there would be no impact.

Ms. Zubko stated that they looked at the traffic and have stated that there would not be an adverse impact to the surrounding areas. They look at street congestion, effects on the level of service (which is a B level), peak times of the current roadway usage versus having a banquet and she didn't think they will conflict.

Trustee Reinke asked about the hours of operation. As part of the Special Use, one of the conditions will be the hours of operation.

Ms. Zubko stated that they can put those as "conditions".

Trustee Reinke spoke about armed security.

Mr. Schreiber stated that their policy and practice is that at every property they have an off duty police officer, understanding that the Village officers cannot suppress off-duty. The director of security for their company is speaking to the County. Their presence is there on an as-needed basis for the operation. They have strict guidelines as far as what their responsibilities are and it has to do with traffic control, noise control, monitoring the exit of guests and employees and working with local law enforcement as well.

Trustee Reinke stated that they talked about a berm on the west side of the property the last time he was there. He asked if the berm was still on the table.

Trustee Camerer stated that he suggested the berm for additional sound aversion.

Attorney Mraz stated that they can define hard and fast hours of operation as a condition in the Special Use permit.



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Trustee Camerer stated that one of the major resident concerns is parking off the side streets. His concern is with the amount of parking on the actual proposed facility. He stated that they have more parking than the Village has asked and asked how amenable are they to increasing that amount to help with this potential overflow that people are concerned about and the runoff into the streets.

Mr. Schreiber stated that they would consider it. Based on their experience and based on similar and larger sized properties and ratios to parking, they have not had any issues. They would be open to squeezing more parking spaces without compromising the aesthetics of the property. They also intend to have defined off-site parking where they would provide shuttle service for employees and/or guests. Something very important to understand about the guest count is that there is a measurable percentage of guests that come in from out of town. Their statistics show somewhere around 20%. They would arrive by friends, relatives, hotel shuttle, bus service, etc. Statistically this still works, however, they do have a "Plan B" at their expense, and will talk to local business owners to arrange for backup parking.

Trustee Camerer stated that some of the residents mentioned that there would be a conflict of interest between the banquet facilities owned by the Village and the Park District and asked for an explanation.

Mr. Schreiber stated that there will be some competition. They do competition studies and look at material, visit the sites, talk to the owners and representatives and try to get a feel for where the business is and where it is coming from. Their business is a destination property and their experience is that people drive to their properties up to forty plus miles to get to them. Their facility is different than the Seville or a country club with the chapel and reception concept in one location. It sets them apart from others. They are a city regional destination and will attract people from all parts of the western suburbs north and northwest of the City of Chicago that normally would not come to a local country club or an independent facility. He suspects that their business will come from 25-30 miles around.

Trustee Camerer asked about the noise levels and how they plan to circumvent that issue. Do they use a particular building grade material that is soundproof?

Mr. Schreiber stated that it is a steel structure with stucco, insulation and double pane windows. The banquet hall has a divider wall that will frequently be closed because the typical size of a wedding is about 144 guests. From a business and tax generation standpoint, they hope they have 300 people every day of the week but that just doesn't happen that way. There is a very small percentage of times that they are at capacity. They will typically be using only half of the property. They set up their bands so they face the exterior wall so the noise does not have an opportunity to escape from there.



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He stated that some of the other properties are completely glass enclosed so they don't have the solid wall structure and it is still very sound.

Trustee Deyne thanked the residents for their comments this evening. He asked the petitioner to explain how they picked this location and asked if they currently own the property.

Mr. Schreiber stated that it is under contract pending approval of the plan.

Trustee Deyne stated that there is some validity with what the residents said that it is not on a major thoroughfare and he wondered why they picked that location.

Mr. Schreiber stated that they do well in smaller communities. They get better interaction with the City Officials and residents. From a business standpoint, it is a lot easier not to work in a major city because of restrictions, cost, etc. They studied several markets and Chicago is a great market for the wedding business. They then decide on the demographics and arteries for the area. Because they are a "destination" and major roadways lead here, they decided they did not want to be as far south to be in Naperville but wanted to attract that business area. They did not want to go north of Chicago because you alienate the business on the west and southwest side of the city. They like the location, access, and like the town.

Trustee Deyne stated that the property has been vacant for a long time and ultimately will be developed. If it were to be developed with a strip shopping center, residents would encounter more difficulties with noise, dumpsters, etc. and the hours would be from 7:00 a.m. until 12:00 p.m. and wondered if the residents considered that.

Mr. Schreiber stated that they have heard that point in other locations. It is an upscale, classy project that is professionally run. All of the great stuff you think about with managing and running a business as well as core values – they are it. The point that other residents have made is "we could do a lot worse" – there could be a strip center where everyone is responsible for their own trash. They have heard that there could be a lot of other businesses that won't enhance the city like they will.

Trustee Deyne asked if the security will be a uniformed police officer.

Mr. Schreiber stated that is their policy at every property.

Trustee Reinke stated Trustee Deyne's comments fit in with former Trustee Shipman's. He had mentioned the possibility of an adult business or a waste transfer facility. A lot of that is well outside the realm of possibility but he did look at the B-3 Zoning District and the residents have to understand that there are other things that can go in there that may not be as nice. Staff is in the process of re-writing the B-3 so there may be



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some unintended consequences. He thought they should look at “no parking” on Hillandale as well as Lido. The consequences would be that the residents would also have no guest parking. The Plan Commission and the Zoning Board need to address these issues. There are a lot more questions tonight than answers but he thought they identified a lot of issues and the petitioner has a flavor of where they need to go. He talked with the Village Administrator on the break and it sounds like she has an idea about how to encourage some discussion in going forward.

Administrator Salmons stated that she took good notes from the residents and they will try to put together some kind of sense of what the issues are. They are pretty much the same and we have heard them again and again. We will talk to the petitioner and see if there are some compromises. I think that’s an effort worth putting out there. The next step in the process is to go on to the Plan Commission Public Hearing on August 11<sup>th</sup>.

Trustee Reinke stated that will be a formal Public Hearing with a court reporter and residents will be entitled to speak as well as the petitioner and his experts. The Board will be furnished with the transcript and they will have a sense of what has transpired. After the Plan Commission it will go to the Zoning Board of Appeals which will be another Public Hearing to discuss the different variations requested and that will take place on September 1<sup>st</sup>. At that point, those recommendations will come before the Committee of the Whole again and back to the Board, possibly, at the end of September.

Trustee Hopkins asked what the likelihood is of Ashton Gardens using off-site parking?

Mr. Schreiber stated that the likelihood is rare, considering what they know statistically about wedding attendance, timing, traffic, etc. It does not mean they would not have it ready to plan for. They very rarely use it at the other facilities. Out of 800 weddings last year, they used it only once.

Attorney Mraz stated that a strict reading of the ordinance calls for 158 parking spaces and they want some credit for the overlap and the fact that their chapel is on the same site as the reception hall. It does require a variation of 22 spaces and there is some discretion relative to that. People have asked for variations before and the Board often wants to see the easement or agreement before they will take credit for any off-site parking. It is spelled out pretty well in the staff memo relative to why they are requesting 136 parking spots and their studies stating that it would be sufficient but the residents have raised the concern of the overlapping.

Mr. Schreiber stated that if you take the chapel out, the most they could ever accommodate at one time is 300 people. There is no scenario where they will have 300 guests in the reception building and have a ceremony going on in the chapel. The ceremony and reception are interdependent. If there is 150 people on one side having



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a reception and another wedding overlapping that somehow, they can only fit 150 people in there regardless of the chapel capacity. Mathematically it just doesn't work. The maximum number of employees they would have at capacity would be 20.

Trustee Reinke asked how big the storm water retention area was. It looks like it will be in four backyards. How deep will it be? Is there a topo?

Mr. Schreiber stated that he has an expert on that.

Trustee Reinke asked if the bottom of the retention will be wet?

Chris Keppner, PE from Eriksson Engineering stated that the detention pond is designed to be a dry bottom base. They need to provide 1.6 acre feet of volume and they will actually provide .38 acre feet in the pond. The rest is in pipes and stone under the parking lot and will never be seen.

President Wallace stated that comments from the audience are not accepted during this meeting. There will be a couple Public Hearings and it will move on from there. A few of the uphill battles that we have here from his notes are:

- They need to end their events earlier.
- Prove that the noise is not an issue.
- Prove the fact, from the other facilities that safety is not an issue in those residential areas. He was a little bit confused on this being an issue since there are not a lot of younger kids running around at 12:00 at night. Anything that you put in this commercial area is going to drive in traffic and if it doesn't, not a single business is going to survive there.
- Property values – perhaps the Plan Commission can research this.

Those are the items he noted from the public comments. Could the location be better? That's the petitioner's choice. One of the questions that keeps ringing in his mind is the competition thing with the other banquet facilities. He asked what their average price per plate is?

Mr. Schreiber stated that their average event cost is north of \$15,000 and that includes 300 people on a Saturday night for as much as they will spend and a Sunday afternoon for 100 people having brunch. The average per guest cost is \$115 per plate.

President Wallace stated that now they have something to compare. It gives them somewhat of an answer as to how competitive this would be as to what we offer. He



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thought they were at a lower end at both venues. Some of the issues that the residents have brought up are measurable and there are compromises that we can come up with. If it still does not seem like the Plan Commission and Zoning Board feels it is comparable to the area then we will go from there.

**PUBLIC WORKS COMMITTEE**

Trustee Camerer stated that they have two items but due to the late time, he motioned to Table the Mosquito Funding and Sewer Rate Study until the next meeting and that motion was seconded by Trustee Reinke.

**ROLL CALL VOTE TO TABLE MOSQUITO FUNDING AND SEWER RATE STUDY**

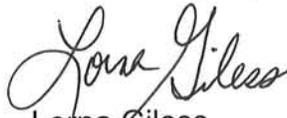
AYES: Trustees Camerer, Carbonaro, Deyne, Hopkins, Reinke  
NAYS: None  
ABSENT: Trustee Arends  
MOTION CARRIED

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

**ROLL CALL VOTE TO ADJOURN**

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

The meeting adjourned at 9:36 p.m.

  
Lorna Gilles  
Village Clerk

LG/

VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 8/2/2016

**100-GENERAL FUND REVENUES**

**420230-BUILDING PERMITS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETER BECKWITH	BUILDING PERMIT REFUND	50.00
** 1 JOE FRIEND	VBR BOND REFUND	500.00
<b>INVOICES TOTAL:</b>		<b>550.00</b>

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - AUG 2016	15,163.80
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - AUG 2016	141.35
<b>INVOICES TOTAL:</b>		<b>15,305.15</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	641.42
<b>INVOICES TOTAL:</b>		<b>641.42</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	470.46
** 1 WEX BANK	FUEL PURCHASES	111.21
<b>INVOICES TOTAL:</b>		<b>581.67</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	POCKET FOLDERS	32.99
<b>INVOICES TOTAL:</b>		<b>32.99</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	29.72
<b>INVOICES TOTAL:</b>		<b>29.72</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PAULA SCHUMACHER	ILCMA CONFERENCE EXPENSES	332.04
<b>INVOICES TOTAL:</b>		<b>332.04</b>

**543101-DUES**

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

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 8/2/2016**

••	1 AMERICAN ASSOC FOR STATE	MEMBERSHIP DUES	115.00
••	1 BARTLETT ROTARY CLUB	FOREIGN EXCHANGE ASSESSMENT	20.00
••	1 BARTLETT ROTARY CLUB	DUES	179.00
<u>INVOICES TOTAL:</u>			<u>314.00</u>

**543900-COMMUNITY RELATIONS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 A-1 TROPHIES & AWARDS INC	ENGRAVED NAME BADGE	11.95
<u>INVOICES TOTAL:</u>		<u>11.95</u>

**546900-CONTINGENCIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
•• 1 BARTLETT SPORTS	125TH ANNIVERSARY T-SHIRTS	2,700.00
<u>INVOICES TOTAL:</u>		<u>2,700.00</u>

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 BRYAN E MRAZ & ASSOC PC	PROFESSIONAL SERVICES	26,314.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	720.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	150.00
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	675.00
<u>INVOICES TOTAL:</u>		<u>28,784.00</u>

**523401-ARCHITECTURAL/ENGINEERING SVC**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
•• 1 COULTER TRANSPORTATION	TRAFFIC ENGINEERING SERVICES	675.00
<u>INVOICES TOTAL:</u>		<u>675.00</u>

**546900-CONTINGENCIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CHRISTOPHER B BURKE ENG LTD	SPAULDING ROAD QUIET ZONE	10,264.22
<u>INVOICES TOTAL:</u>		<u>10,264.22</u>

**1400-FINANCE**

**523110-LEGAL PUBLICATIONS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
•• 1 PADDOCK PUBLICATIONS INC	PUBLIC HEARING NOTICE	83.95
<u>INVOICES TOTAL:</u>		<u>83.95</u>

**532200-OFFICE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CENTURY PRINT & GRAPHICS	PRESSURE SEAL CHECKS	148.10

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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1 CENTURY PRINT & GRAPHICS	PRESSURE SEAL CHECKS	143.10
1 WAREHOUSE DIRECT	CHAIRMAT/INK CARTRIDGES	144.81
1 WAREHOUSE DIRECT	TONER	230.89
1 WAREHOUSE DIRECT	ADDING MACHINE TAPE/SUPPLIES	90.07
	<u>INVOICES TOTAL:</u>	<u>756.97</u>

**532300-POSTAGE**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 U S POSTAL SERVICE	POSTAGE FOR METER	5,000.00
	<u>INVOICES TOTAL:</u>	<u>5,000.00</u>

**542100-REBATES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
•• 1 JOYCE ANDERSON	UTILITY TAX REBATE	30.00
•• 1 MILTON BOULOUKOS	UTILITY TAX REBATE	30.00
•• 1 EDWARD GABRENYA	UTILITY TAX REBATE	30.00
•• 1 SANDRA GLENN	UTILITY TAX REBATE	30.00
•• 1 LAWRENCE LEDERER	UTILITY TAX REBATE	30.00
•• 1 ELIZABETH P ROMERO	UTILITY TAX REBATE	30.00
•• 1 LORRAINE L STANDIFORD	UTILITY TAX REBATE	30.00
•• 1 RALPH SWIATEK	UTILITY TAX REBATE	30.00
	<u>INVOICES TOTAL:</u>	<u>240.00</u>

**1500-COMMUNITY DEVELOPMENT**

**530100-MATERIALS & SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
•• 1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	110.00
1 WAREHOUSE DIRECT	FOLDERS/ADDRESS LABELS/TAPE	77.71
1 WAREHOUSE DIRECT	PENS	7.66
	<u>INVOICES TOTAL:</u>	<u>195.37</u>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 EXAMINER PUBLICATIONS INC	PUBLIC HEARING NOTICE	85.50
1 EXAMINER PUBLICATIONS INC	PUBLIC HEARING NOTICE	82.50
	<u>INVOICES TOTAL:</u>	<u>168.00</u>

**532000-AUTOMOTIVE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 WEX BANK	FUEL PURCHASES	41.48
	<u>INVOICES TOTAL:</u>	<u>41.48</u>

**542100-REBATES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
•• 1 WELCH BROS INC	SALES TAX REBATE	3,815.81

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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INVOICES TOTAL: **3,815.81**

**1600-BUILDING**

**526005-PLAN REVIEW SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	5,668.00
1 KESLIN ENGINEERING INC	PLAN REVIEW SERVICES	600.00
<u>INVOICES TOTAL:</u>		<b>6,268.00</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	146.95
<u>INVOICES TOTAL:</u>		<b>146.95</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 TOSHIBA BUSINESS SOLUTIONS	COPIER MAINTENANCE SERVICE	242.88
1 WAREHOUSE DIRECT	STAMP	29.68
<u>INVOICES TOTAL:</u>		<b>272.56</b>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADT SECURITY SERVICES	ALARM MONITORING SERVICES	43.45
1 CHICAGO OFFICE TECHNOLOGY GROUP	COPIER STAPLES	131.00
•• 1 COUNTRYSIDE FUNERAL HOME	TRANSPORTATION SERVICES	400.00
1 ID NETWORKS	ANNUAL MAINTENANCE FEE	3,495.00
•• 1 PROSHRED NORTH	PAPER SHREDDING SERVICES	180.00
•• 1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	670.38
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE AGREEMENT	700.00
•• 1 VERIZON WIRELESS	WIRELESS SERVICES	397.80
<u>INVOICES TOTAL:</u>		<b>6,017.63</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHN THOMAS INC	TRAFFIC SIGNAL SYSTEM RENTAL	4,400.00
1 KROPP EQUIPMENT INC	SCISSOR LIFT RENTAL	511.00
•• 1 VERIZON WIRELESS	WIRELESS SERVICES	1,014.90
<u>INVOICES TOTAL:</u>		<b>5,925.90</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 ASSEMBLED PRODUCTS CORPORATION	DOCKING STATION REPAIRS	70.00
•• 1 AUTOZONE INC	VEHICLE MAINTENANCE SUPPLIES	52.94

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	30.60
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	75.96
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	486.35
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	29.95
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	34.75
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 ULTRA STROBE COMMUNICATIONS INC	MICROPHONE INSTALLATION	49.95
<b>INVOICES TOTAL:</b>		<b>876.30</b>

**526100-AUTO BODY REPAIRS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ROYAL COACH LTD	AUTO BODY REPAIRS	283.37
<b>INVOICES TOTAL:</b>		<b>283.37</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	190.10
1 GALLS LLC	RECHARGER KIT FOR METAL DETECTOR	32.95
•• 1 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	206.69
•• 1 STEVEN SPRADLING	REIMBURSEMENT/LARGE SCALE PRINTS	141.56
1 WAREHOUSE DIRECT	NITRILE GLOVES/INKJET CARTRIDGE	37.02
** 1 KENT WILLIAMS - PETTY CASH	PETTY CASH REIMBURSEMENT	223.44
** 1 KENT WILLIAMS - PETTY CASH	PETTY CASH REIMBURSEMENT	186.92
<b>INVOICES TOTAL:</b>		<b>1,018.68</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LANDS' END BUSINESS OUTFITTERS	POLO SHIRTS	801.80
•• 1 RAY O'HERRON CO INC	UNIFORM/ACCESSORIES	1,334.59
•• 1 RAY O'HERRON CO INC	UNIFORM ACCESSORIES	516.97
1 STREICHER'S INC	BODY ARMOR	600.00
<b>INVOICES TOTAL:</b>		<b>3,253.36</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

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

**530125-SHOOTING RANGE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 RAY O'HERRON CO INC	BATON HOLDERS	146.00
1 TASER INTERNATIONAL INC	TASER SUPPLIES	955.24
<b>INVOICES TOTAL:</b>		<b>1,101.24</b>

**532000-AUTOMOTIVE SUPPLIES**

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

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
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**	1 WEX BANK	FUEL PURCHASES	8,069.18
			INVOICES TOTAL: 8,069.18

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	52.95
1 STATE GRAPHICS	CASE FOLDERS	1,152.17
1 WAREHOUSE DIRECT	NITRILE GLOVES/INKJET CARTRIDGE	58.98
1 WAREHOUSE DIRECT	STAMP	42.70
1 WAREHOUSE DIRECT	STAPLER/BATTERIES/PENS	307.04
INVOICES TOTAL: 1,613.84		

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 THE UPS STORE	SHIPPING CHARGES	12.02
INVOICES TOTAL: 12.02		

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO BADGE & INSIGNIA CO	BADGE REPAIRS	14.45
INVOICES TOTAL: 14.45		

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	100.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	500.00
•• 1 GEOFFREY T PRETKELIS	CONFERENCE EXPENSES	197.60
** 1 THE SAFARILAND GROUP	INSTRUCTOR TRAINING	895.00
1 VILLAGE OF FOREST PARK POLICE DEPT	NAPWDA CERTIFICATION FEE	120.00
INVOICES TOTAL: 1,812.60		

**542810-SAFETY PROGRAM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WORLDPOINT ECC INC	CPR/AED SUPPLIES	412.25
INVOICES TOTAL: 412.25		

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY CHILDREN'S CENTER	ANNUAL DUES	3,500.00
1 MAJOR CASE ASSISTANCE TEAM	ANNUAL DUES	3,000.00
INVOICES TOTAL: 6,500.00		

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 CHICAGO BULLS	BENNY THE BULL APPEARANCE/NNO	525.00
•• 1 DIVISION LLC	STUNT BIKE APPEARANCE/NNO	1,600.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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••	1 JOE COTTON FORD	MINI RACE TRACK RENTAL/NNO	500.00
••	1 NATIONAL ASSOC OF TOWN WATCH	NATIONAL NIGHT OUT SHIRTS	3,405.65
••	1 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	11.97
**	1 KENT WILLIAMS - PETTY CASH	PETTY CASH REIMBURSEMENT	48.98
••	1 YOU'RE #1 INC	NATIONAL NIGHT OUT GIVEAWAYS	1,296.22
••	1 YOU'RE #1 INC	NATIONAL NIGHT OUT GIVEAWAYS	504.22
<b>INVOICES TOTAL:</b>			<b>7,892.04</b>

**544001-PRISONER DETENTION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	70.58
•• 1 VILLAGE SUDS STATION INC	DETENTION BLANKET CLEANING	27.10
<b>INVOICES TOTAL:</b>		<b>97.68</b>

**545100-EMERGENCY MANAGEMENT**

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

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	570.00
<b>INVOICES TOTAL:</b>		<b>570.00</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MID-STATES ORGANIZED CRIME	VIDEO SURVEILLANCE EQUIPMENT	3,000.00
•• 1 NATIONAL ASSOC OF TOWN WATCH	NAT'L NIGHT OUT MASCOT COSTUME	3,742.00
1 ULTRA STROBE COMMUNICATIONS INC	POLICE RADAR UNITS	12,451.39
<b>INVOICES TOTAL:</b>		<b>19,193.39</b>

**1800-STREET MAINTENANCE**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 UNIFIRST CORP	UNIFORM RENTAL	95.92
•• 1 UNIFIRST CORP	UNIFORM RENTAL	95.92
•• 1 UNIFIRST CORP	UNIFORM RENTAL	65.54
<b>INVOICES TOTAL:</b>		<b>257.38</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A TO Z RENTALS	WEED MOWER RENTAL	51.00
1 A TO Z RENTALS	HEDGE TRIMMER RENTAL	62.84
•• 1 CHARLES EQUIPMENT ENERGY SYSTEMS	EQUIPMENT RENTAL/JULY 4TH	3,585.00
•• 1 COMCAST	VPN SERVICE	2.11

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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1 PARTY CENTRAL - WAREHOUSE

CHAIR RENTAL

24.00

**INVOICES TOTAL: 3,724.95**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	177.17
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	74.37
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	14.49
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2,106.38
1 MIDAMERICAN ENERGY SERVICES LLC	ELECTRIC BILL	5,390.84
1 NICOR GAS	GAS BILL	82.78
1 NICOR GAS	GAS BILL	81.27
1 NICOR GAS	GAS BILL	72.41
<b>INVOICES TOTAL:</b>		<b>7,999.71</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	310.95
1 INTERSTATE BILLING SERVICE INC	VEHICLE MAINTENANCE	391.95
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	306.73
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	306.73
1 MIDAMERICAN TECHNOLOGY INC	VEHICLE MAINTENANCE	1,044.00
<b>INVOICES TOTAL:</b>		<b>2,360.36</b>

**527110-SVCS TO MAINTAIN TRAFFIC SIGS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	TRAFFIC SIGNAL MAINTENANCE	350.25
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL RELOCATION	10,537.52
<b>INVOICES TOTAL:</b>		<b>10,887.77</b>

**527130-SIDEWALK & CURB REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GARY RAS	REIMBURSEMENT/PUBLIC SIDEWALK	660.00
<b>INVOICES TOTAL:</b>		<b>660.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	148.65
1 TRAFFIC CONTROL & PROTECTION INC	STREET SIGN MATERIALS	2,273.00
1 TRAFFIC CONTROL & PROTECTION INC	STREET SIGN MATERIALS	242.00
<b>INVOICES TOTAL:</b>		<b>2,663.65</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	EQUIPMENT MAINTENANCE SUPPLIES	19.79
<b>INVOICES TOTAL:</b>		<b>19.79</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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**532010-FUEL PURCHASES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	5,254.30
<b>INVOICES TOTAL:</b>		<b>5,254.30</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER TOWELS/TRASH BAGS	253.20
1 WAREHOUSE DIRECT	AIR FRESHENERS	65.74
<b>INVOICES TOTAL:</b>		<b>318.94</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 THE UPS STORE	SHIPPING CHARGES	32.14
•• 1 THE UPS STORE	SHIPPING CHARGES	10.69
<b>INVOICES TOTAL:</b>		<b>42.83</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M	EQUIPMENT MAINTENANCE SUPPLIES	7.92
•• 1 AUTOZONE INC	EQUIPMENT MAINTENANCE SUPPLIES	384.65
•• 1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	52.77
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	98.50
1 FASTENAL CO	EQUIPMENT MAINTENANCE SUPPLIES	2.76
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	491.92
•• 1 NAPA AUTO PARTS	EQUIPMENT MAINTENANCE SUPPLIES	88.15
•• 1 TERMINAL SUPPLY CO	EQUIPMENT MAINTENANCE SUPPLIES	87.27
•• 1 WEST SIDE ELECTRIC SUPPLY INC	FLUORESCENT LIGHTS	26.04
1 WEST SIDE TRACTOR SALES CO	EQUIPMENT MAINTENANCE SUPPLIES	30.35
<b>INVOICES TOTAL:</b>		<b>1,270.33</b>

**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M	MAINTENANCE SUPPLIES	621.00
1 ALLIED ASPHALT PAVING CO	ASPHALT PURCHASE	51.45
1 BRACING SYSTEMS-NORTH	MAINTENANCE SUPPLIES	288.00
•• 1 WEST SIDE ELECTRIC SUPPLY INC	LIGHTING SUPPLIES	200.00
•• 1 WEST SIDE ELECTRIC SUPPLY INC	EQUIPMENT MAINTENANCE SUPPLIES	10.98
•• 1 WEST SIDE ELECTRIC SUPPLY INC	LIGHTING SUPPLIES	118.96
<b>INVOICES TOTAL:</b>		<b>1,290.39</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAFARGE NORTH AMERICA	GRAVEL PURCHASE	188.16
<b>INVOICES TOTAL:</b>		<b>188.16</b>

\*\* Indicates pre-issue check.

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**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 AMERICAN PUBLIC WORKS ASSOC	2016 EXPO REGISTRATION	266.33
<b>INVOICES TOTAL:</b>		<b>266.33</b>

**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	STORM SEWER PROJECT	581.24
1 WELCH BROS INC	MAINTENANCE SUPPLIES	3,294.08
1 WELCH BROS INC	MAINTENANCE SUPPLIES	52.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	2,342.40
1 WELCH BROS INC	MAINTENANCE SUPPLIES	199.20
<b>INVOICES TOTAL:</b>		<b>6,468.92</b>

**2200-MFT EXPENDITURES**

**583082-STEARN'S RD COUNTY CRK CULVRT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HR GREEN INC	STEARN'S ROAD EXTENSION	2,534.57
<b>INVOICES TOTAL:</b>		<b>2,534.57</b>

**3000-DEBT SERVICE EXPENDITURES**

**523700-AGENTS FEES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 WELLS FARGO BANK	AGENT FEES/SERIES 2009	250.00
<b>INVOICES TOTAL:</b>		<b>250.00</b>

**4300-DEVELOPER DEPOSITS EXPENDITURE**

**585000-LOC DRAW PROJECTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MACKIE CONSULTANTS LLC	HERONS LANDING DETENTION POND	10,713.26
<b>INVOICES TOTAL:</b>		<b>10,713.26</b>

**430000-DEVELOPER DEPOSITS FUND**

**245002-DONATIONS DUE TO PARK DISTRICT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 BARTLETT PARK DISTRICT	DEVELOPER DONATIONS	4,900.80
<b>INVOICES TOTAL:</b>		<b>4,900.80</b>

**245003-DONATIONS DUE G BORDEN LIBRARY**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 GAIL BORDEN LIBRARY DISTRICT	DEVELOPER DONATIONS	543.32

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 543.32

**245005-DONATIONS -S ELGIN FIRE DIST**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 SOUTH ELGIN FIRE DISTRICT	DEVELOPER DONATIONS	751.17
		<u>INVOICES TOTAL: 751.17</u>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 SVETLANA COLE	VBR BOND REFUND	500.00
•• 1 ALEX DUFF	VBR BOND REFUND	500.00
•• 1 ANDRZEJ HAMERSKI	VBR BOND REFUND	250.00
•• 1 ERICA KING	VBR BOND REFUND	500.00
•• 1 AVNI MANKODI	VBR BOND REFUND	500.00
		<u>INVOICES TOTAL: 2,250.00</u>

**270398-BARTLETT POINTE WEST**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	BARTLETT POINTE WEST	1,557.00
1 HAMPTON LENZINI AND RENWICK INC	BARTLETT POINTE WEST	497.00
		<u>INVOICES TOTAL: 2,054.00</u>

**4400-TOWN CENTER TIF EXPENDITURES**

**585012-UNDERGRD TOWN CTR POWER POLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	STREET LIGHT RELOCATION	2,727.25
		<u>INVOICES TOTAL: 2,727.25</u>

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

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAW BULLETIN PUBLISHING CO	ADVERTISING	625.00
		<u>INVOICES TOTAL: 625.00</u>

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRYAN E MRAZ & ASSOC PC	PROFESSIONAL SERVICES	1,245.50
		<u>INVOICES TOTAL: 1,245.50</u>

**5000-WATER OPERATING EXPENSES**

**520025-ELGIN WATER AGREEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CITY OF ELGIN	ELGIN WATER BILL	401,314.70

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 401,314.70

**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	21.32
<u>INVOICES TOTAL:</u>		<u>94.34</u>

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORRPRO CO INC	TANK INSPECTION SERVICES	4,345.00
1 JULIE INC	QUARTERLY SERVICE FEES	1,080.83
<u>INVOICES TOTAL:</u>		<u>5,425.83</u>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	511.00
<u>INVOICES TOTAL:</u>		<u>511.00</u>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	BID NOTICE	61.50
<u>INVOICES TOTAL:</u>		<u>61.50</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 COMMONWEALTH EDISON CO	ELECTRIC BILL	41.52
•• 1 COMMONWEALTH EDISON CO	ELECTRIC BILL	33.53
•• 1 NICOR GAS	GAS BILL	24.22
•• 1 NICOR GAS	GAS BILL	31.85
•• 1 NICOR GAS	GAS BILL	53.63
<u>INVOICES TOTAL:</u>		<u>184.75</u>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	939.32
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	33.51
<u>INVOICES TOTAL:</u>		<u>972.83</u>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE COUNTY TRANSPORTATION	PERMIT APPLICATION FEE	380.00
1 STARK & SON TRENCHING INC	HYDRANT INSTALLATIONS	3,780.00
<u>INVOICES TOTAL:</u>		<u>4,160.00</u>

\*\* Indicates pre-issue check.

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**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 AUTOZONE INC	EQUIPMENT MAINTENANCE SUPPLIES	44.88
	<b>INVOICES TOTAL:</b>	<b>44.88</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	1,156.41
	<b>INVOICES TOTAL:</b>	<b>1,156.41</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER TOWELS/TRASH BAGS	253.21
	<b>INVOICES TOTAL:</b>	<b>253.21</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	JULY BILLS POSTAGE	1,630.09
	<b>INVOICES TOTAL:</b>	<b>1,630.09</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	52.77
1 THE FLOLO CORP	PUMP REPLACEMENT	3,702.75
	<b>INVOICES TOTAL:</b>	<b>3,755.52</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAFARGE NORTH AMERICA	GRAVEL PURCHASE	686.81
	<b>INVOICES TOTAL:</b>	<b>686.81</b>

**534810-METER MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS	2,200.00
	<b>INVOICES TOTAL:</b>	<b>2,200.00</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 AMERICAN PUBLIC WORKS ASSOC	2016 EXPO REGISTRATION	266.33
	<b>INVOICES TOTAL:</b>	<b>266.33</b>

**500000-WATER FUND**

**121054-WATER/SEWER BILLING A/R**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 KARTHAR SERVICES LLC	REFUND/WATER BILL OVERPAYMENT	44.05

\*\* Indicates pre-issue check.

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••	1 VICTOR RISSER	REFUND/WATER BILL OVERPAYMENT	31.28
••	1 STEPHEN THOMPSON	REFUND/WATER BILL OVERPAYMENT	31.00
<b>INVOICES TOTAL:</b>			<b>106.33</b>

**5090-WATER CAPITAL PROJECTS EXP**

**581025-STEARNES RD IRON FILTER REPLCT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 REPUBLIC SERVICES #933	WASTE DISPOSAL SERVICES	725.25
<b>INVOICES TOTAL:</b>		<b>725.25</b>

**5100-SEWER OPERATING EXPENSES**

**522300-UNIFORM RENTALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
•• 1 UNIFIRST CORP	UNIFORM RENTAL	66.22
•• 1 UNIFIRST CORP	UNIFORM RENTAL	66.22
•• 1 UNIFIRST CORP	UNIFORM RENTAL	51.03
<b>INVOICES TOTAL:</b>		<b>183.47</b>

**522400-SERVICE AGREEMENTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 JULIE INC	QUARTERLY SERVICE FEES	1,080.84
<b>INVOICES TOTAL:</b>		<b>1,080.84</b>

**522800-ANALYTICAL TESTING**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	652.20
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	304.00
<b>INVOICES TOTAL:</b>		<b>956.20</b>

**524120-UTILITIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
•• 1 CONSTELLATION ENERGY	ELECTRIC BILL	92.14
•• 1 CONSTELLATION ENERGY	ELECTRIC BILL	171.64
•• 1 NICOR GAS	GAS BILL	23.76
•• 1 NICOR GAS	GAS BILL	24.43
•• 1 NICOR GAS	GAS BILL	73.74
•• 1 NICOR GAS	GAS BILL	23.73
•• 1 NICOR GAS	GAS BILL	24.90
•• 1 NICOR GAS	GAS BILL	24.90
•• 1 NICOR GAS	GAS BILL	82.65
•• 1 NICOR GAS	GAS BILL	26.82
•• 1 NICOR GAS	GAS BILL	24.28
<b>INVOICES TOTAL:</b>		<b>592.99</b>

\*\* Indicates pre-issue check.

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**524210-SLUDGE REMOVAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	3,400.25
<b>INVOICES TOTAL:</b>		<b>3,400.25</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EJ EQUIPMENT	VEHICLE MAINTENANCE	580.13
<b>INVOICES TOTAL:</b>		<b>580.13</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	PADLOCKS/KEYS	233.22
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	148.65
1 GRAPHIC CONTROLS LLC	MATERIALS & SUPPLIES	533.02
1 HD SUPPLY WATERWORKS LTD	MATERIALS & SUPPLIES	1,200.00
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	179.26
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	1,063.69
<b>INVOICES TOTAL:</b>		<b>3,357.84</b>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FULLIFE SAFETY CENTER	SAFETY BOOTS/GLOVES	490.58
<b>INVOICES TOTAL:</b>		<b>490.58</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	1,445.79
<b>INVOICES TOTAL:</b>		<b>1,445.79</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CASE LOTS INC	CLEANING SUPPLIES	813.15
<b>INVOICES TOTAL:</b>		<b>813.15</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	JULY BILLS POSTAGE	1,630.09
<b>INVOICES TOTAL:</b>		<b>1,630.09</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	52.77
1 CERTIFIED BALANCE & SCALE CORP	LAB SUPPLIES	1,288.50
1 FASTENAL CO	EQUIPMENT MAINTENANCE SUPPLIES	10.15
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	26.18

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1 GRAINGER	FILTERS	74.16
1 HD SUPPLY WATERWORKS LTD	EQUIPMENT MAINTENANCE SUPPLIES	118.02
1 NAPCO STEEL INC	EQUIPMENT MAINTENANCE SUPPLIES	117.00
1 STANDARD EQUIPMENT CO	STREET SWEEPER SUPPLIES	134.66
1 TERRACE SUPPLY COMPANY	EQUIPMENT MAINTENANCE SUPPLIES	85.30
1 TERRACE SUPPLY COMPANY	WELDING EQUIPMENT	50.50
** 1 USA BLUE BOOK	EQUIPMENT MAINTENANCE SUPPLIES	224.00
1 WEST SIDE ELECTRIC SUPPLY INC	EQUIPMENT MAINTENANCE SUPPLIES	6.44
1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	43.48
1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	137.74
1 XYLEM WATER SOLUTIONS USA INC	SUBMERSIBLE PUMP/MATERIALS	7,368.74
	<b>INVOICES TOTAL:</b>	<b>9,737.64</b>

**541600-PROFESSIONAL DEVELOPMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 AMERICAN PUBLIC WORKS ASSOC	2016 EXPO REGISTRATION	266.34
	<b>INVOICES TOTAL:</b>	<b>266.34</b>

**510000-SEWER FUND**

**200504-FRWRD PAYABLE**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FRWRD	KANE COUNTY SEWER TREATMENT	194.24
	<b>INVOICES TOTAL:</b>	<b>194.24</b>

**5190-SEWER CAPITAL PROJECTS EXP**

**582023-PHOSPHORUS REMOVAL SYSTEM**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 RJN GROUP INC	PROJECT PLAN DEVELOPMENT	7,117.25
1 STRAND ASSOCIATES INC	WASTEWATER FACILITY PLAN UPDATE	2,961.86
	<b>INVOICES TOTAL:</b>	<b>10,079.11</b>

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	36.00
** 1 UNIFIRST CORP	MATS	12.00
** 1 UNIFIRST CORP	MATS	12.00
	<b>INVOICES TOTAL:</b>	<b>60.00</b>

**524120-UTILITIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 COMCAST	VPN SERVICE	114.90
** 1 COMMONWEALTH EDISON CO	ELECTRIC BILL	59.48

\*\* Indicates pre-issue check.

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••	1 COMMONWEALTH EDISON CO	ELECTRIC BILL	108.23
••	1 CONSTELLATION ENERGY	ELECTRIC BILL	622.48
••	1 CONSTELLATION ENERGY	ELECTRIC BILL	73.87
••	1 NICOR GAS	GAS BILL	30.35
••	1 NICOR GAS	GAS BILL	23.77
<u>INVOICES TOTAL:</u>			<u>1,033.08</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOMATED PARKING TECHNOLOGIES I	PAYSTATION REPAIRS	775.00
<u>INVOICES TOTAL:</u>		<u>775.00</u>

**570200-BLDG & GROUNDS IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 CINTAS CORPORATION	TILE CLEANING/METRA STATION	3,206.00
1 CLIMATE PROS INC	LIGHTING INSTALLATION/METRA STN	1,165.75
<u>INVOICES TOTAL:</u>		<u>4,371.75</u>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - JUNE 2016	570.00
** 1 INDUSTRIAL DOOR COMPANY	WALL/PARTITION MAINTENANCE	590.00
<u>INVOICES TOTAL:</u>		<u>1,160.00</u>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 CHANNEL FORE INC	ADVERTISING	415.83
•• 1 GREATGREENFEES.COM	ADVERTISING	2,500.00
<u>INVOICES TOTAL:</u>		<u>2,915.83</u>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	325.38
<u>INVOICES TOTAL:</u>		<u>325.38</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 CONSTELLATION ENERGY	ELECTRIC BILL	2,741.56
<u>INVOICES TOTAL:</u>		<u>2,741.56</u>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 NADLER GOLF CAR SALES INC	ANNUAL CAFE RENTAL	2,675.00
<u>INVOICES TOTAL:</u>		<u>2,675.00</u>

\*\* Indicates pre-issue check.

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**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 ALL STAR PRO GOLF	GOLF TEES	197.51
•• 1 CREEKSIDE PRINTING	SCORECARDS	995.00
•• 1 HORNUNG'S PRO GOLF SALES INC	CART KEY TAGS	92.95
<b>INVOICES TOTAL:</b>		<b>1,285.46</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	809.26
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	648.20
<b>INVOICES TOTAL:</b>		<b>1,457.46</b>

**534200-GOLF CART MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	162.80
•• 1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	14.69
•• 1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	23.44
•• 1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	373.67
•• 1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	994.58
•• 1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	161.70
•• 1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	332.43
•• 1 NADLER GOLF CAR SALES INC	MISC. CHARGES	14.70
<b>INVOICES TOTAL:</b>		<b>2,078.01</b>

**534331-PURCHASES - GOLF SHOES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 NIKE USA INC	GOLF SHOES	1,496.00
<b>INVOICES TOTAL:</b>		<b>1,496.00</b>

**534332-PURCHASES - GOLF BALLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 BRIDGESTONE GOLF INC	GOLF BALLS	6.03
<b>INVOICES TOTAL:</b>		<b>6.03</b>

**534333-PURCHASES - GOLF CLUBS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 ACUSHNET COMPANY	GOLF CLUBS	467.55
•• 1 CHICAGO BILL'S GOLF INC	GOLF CLUBS	125.00
•• 1 CHICAGO BILL'S GOLF INC	GOLF CLUBS	350.00
•• 1 CHICAGO BILL'S GOLF INC	GOLF CLUBS	125.00
<b>INVOICES TOTAL:</b>		<b>1,067.55</b>

**534335-PURCHASES - MISC GOLF MDSE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 ALL STAR PRO GOLF	GOLF TEES	102.98
•• 1 ALL STAR PRO GOLF	GOLF BALL MARKERS	104.43

\*\* Indicates pre-issue check.

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••	1 THE ANTIGUA GROUP INC	MISC. GOLF MERCHANDISE	481.43
••	1 CGA PROMOTIONS	MISC. GOLF MERCHANDISE	3,024.46
••	1 CGA PROMOTIONS	MISC. GOLF MERCHANDISE	541.82
••	1 CGA PROMOTIONS	MISC. GOLF MERCHANDISE	1,576.65
••	1 MAXX SUNGLASSES	SUNGLASSES	273.77
••	1 MIZUNO USA INC - NDC	MISC. GOLF MERCHANDISE	1,633.57
••	1 SUNICE USA INC	WOMEN'S GOLF APPAREL	228.00
<u>INVOICES TOTAL:</u>			<u>7,967.11</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
••	1 CINTAS FIRE PROTECTION	FIRE ALARM REPAIRS	421.00
<u>INVOICES TOTAL:</u>			<u>421.00</u>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
••	1 DURAGUARD	FLOOR COVERING INSTALLATION	8,650.00
<u>INVOICES TOTAL:</u>			<u>8,650.00</u>

**5510-GOLF MAINTENANCE EXPENSES**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
••	1 CINTAS CORPORATION	UNIFORM RENTAL	33.59
••	1 CINTAS CORPORATION	UNIFORM RENTAL	33.59
••	1 CINTAS CORPORATION	UNIFORM RENTAL	33.59
••	1 CINTAS CORPORATION	UNIFORM RENTAL	33.59
••	1 CINTAS CORPORATION	UNIFORM RENTAL	33.59
••	1 CINTAS CORPORATION	UNIFORM RENTAL	33.59
<u>INVOICES TOTAL:</u>			<u>201.54</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
••	1 CONSTELLATION ENERGY	ELECTRIC BILL	913.84
<u>INVOICES TOTAL:</u>			<u>913.84</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
••	1 ARTHUR CLESEN INC	GREENS FERTILIZER	1,192.00
••	1 CHICAGOLAND TURF	HERBICIDE	1,624.00
••	1 CHICAGOLAND TURF	GREENS MATERIALS & SUPPLIES	2,503.48
••	1 CHICAGOLAND TURF	GREENS MATERIALS & SUPPLIES	18.50
••	1 HARRELL'S LLC	MATERIALS & SUPPLIES	840.00
••	1 PENDELTON TURF SUPPLY	HERBICIDE/SUPPLIES	555.00
<u>INVOICES TOTAL:</u>			<u>6,732.98</u>

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**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	809.25
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	548.42
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	648.19
•• 1 MID-TOWN AQUISITION LLC	AUTOMOTIVE SUPPLIES	568.16
<b>INVOICES TOTAL:</b>		<b>2,574.02</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 AUTOZONE INC	EQUIPMENT MAINTENANCE SUPPLIES	70.35
•• 1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	134.44
•• 1 J W TURF INC	CREDIT - RETURNED ITEM	-72.00
•• 1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	116.07
•• 1 O'REILLY AUTOMOTIVE INC	EQUIPMENT MAINTENANCE SUPPLIES	114.74
•• 1 REINDERS INC	EQUIPMENT MAINTENANCE SUPPLIES	198.83
•• 1 REINDERS INC	EQUIPMENT MAINTENANCE SUPPLIES	159.28
•• 1 REINDERS INC	EQUIPMENT MAINTENANCE SUPPLIES	59.94
<b>INVOICES TOTAL:</b>		<b>781.65</b>

**5520-GOLF DRIVING RANGE EXPENSES**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 WILSON GOLF DIVISION	MATERIALS & SUPPLIES	2,217.60
<b>INVOICES TOTAL:</b>		<b>2,217.60</b>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - JUNE 2016	75.00
•• 1 DARLING INGREDIENTS INC	SERVICE AGREEMENT	68.00
<b>INVOICES TOTAL:</b>		<b>143.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 CONSTELLATION ENERGY	ELECTRIC BILL	456.92
<b>INVOICES TOTAL:</b>		<b>456.92</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	53.23
•• 1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	55.97
<b>INVOICES TOTAL:</b>		<b>109.20</b>

\*\* Indicates pre-issue check.

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**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 ELGIN BEVERAGE CO	BEER PURCHASE	200.40
•• 1 EUCLID BEVERAGE LTD	BEER PURCHASE	96.94
•• 1 GORDON FOOD SERVICE INC	FOOD PURCHASE	37.99
•• 1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	277.40
•• 1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	335.65
•• 1 LAKESHORE BEVERAGE	BEER PURCHASE	40.61
•• 1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	78.44
•• 1 TURANO BAKING CO	FOOD PURCHASE	40.86
•• 1 TURANO BAKING CO	FOOD PURCHASE	34.40
<b>INVOICES TOTAL:</b>		<b>1,142.69</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 A MAESTRANZI SONS	EQUIPMENT REPAIRS	254.75
<b>INVOICES TOTAL:</b>		<b>254.75</b>

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	53.00
•• 1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	53.80
•• 1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - JUNE 2016	75.00
•• 1 DARLING INGREDIENTS INC	SERVICE AGREEMENT	68.00
•• 1 MICKEY'S LINEN	LINEN SERVICES	12.50
•• 1 MICKEY'S LINEN	LINEN SERVICES	130.17
•• 1 MICKEY'S LINEN	LINEN SERVICES	202.67
<b>INVOICES TOTAL:</b>		<b>595.14</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 CONSTELLATION ENERGY	ELECTRIC BILL	456.92
<b>INVOICES TOTAL:</b>		<b>456.92</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	53.23
•• 1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	74.91
•• 1 MLA WHOLESALE INC	FLOWERS	25.85
<b>INVOICES TOTAL:</b>		<b>153.99</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 ELGIN BEVERAGE CO	BEER PURCHASE	57.63

\*\* Indicates pre-issue check.

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••	1 GORDON FOOD SERVICE INC	FOOD PURCHASE	55.65
••	1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	596.81
••	1 GORDON FOOD SERVICE INC	FOOD PURCHASE	64.11
••	1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	695.26
••	1 GRECO AND SONS INC	FOOD PURCHASE	51.90
••	1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	355.80
••	1 LAKESHORE BEVERAGE	BEER PURCHASE	40.62
••	1 NEW ALBERTSONS INC	FOOD PURCHASES	656.51
••	1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	78.44
••	1 TURANO BAKING CO	FOOD PURCHASE	31.20
••	1 TURANO BAKING CO	FOOD PURCHASE	103.90
<b>INVOICES TOTAL:</b>			<b>2,787.83</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 A MAESTRANZI SONS	EQUIPMENT REPAIRS	254.75
<b>INVOICES TOTAL:</b>		<b>254.75</b>

**5580-GOLF MIDWAY EXPENSES**

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 ELGIN BEVERAGE CO	BEER PURCHASE	119.95
•• 1 EUCLID BEVERAGE LTD	BEER PURCHASE	55.80
•• 1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	396.95
•• 1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	212.60
•• 1 LAKESHORE BEVERAGE	BEER PURCHASE	179.53
•• 1 LAKESHORE BEVERAGE	BEER PURCHASE	143.35
•• 1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	219.87
•• 1 TURANO BAKING CO	FOOD PURCHASE	40.00
<b>INVOICES TOTAL:</b>		<b>1,368.05</b>

**6000-CENTRAL SERVICES EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	285.23
•• 1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	255.00
<b>INVOICES TOTAL:</b>		<b>540.23</b>

**522700-COMPUTER SERVICES**

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

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**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	193.00
•• 1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	1,350.00
•• 1 CINTAS CORPORATION	CLEANING SERVICES	64.40
•• 1 CINTAS CORPORATION	CLEANING SERVICES	64.40
•• 1 CINTAS CORPORATION	CLEANING SERVICES	208.19
•• 1 CINTAS CORPORATION	CLEANING SERVICES	64.40
1 DEPENDABLE BUILDING SERVICES	VALVE REPLACEMENT FEES	1,975.00
1 DEPENDABLE BUILDING SERVICES	PUMP INSTALLATION FEES	5,875.00
•• 1 TRUGREEN-CHEMLAWN SCHAUMBURG	FERTILIZER APPLICATION	129.00
•• 1 UNIFIRST CORP	MATS	41.80
•• 1 UNIFIRST CORP	MATS	41.80
<b>INVOICES TOTAL:</b>		<b>10,006.99</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 CALL ONE	TELEPHONE BILL	159.28
•• 1 PAETEC	TELEPHONE BILL	502.01
<b>INVOICES TOTAL:</b>		<b>661.29</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 COMMONWEALTH EDISON CO	ELECTRIC BILL	125.94
•• 1 CONSTELLATION ENERGY	ELECTRIC BILL	41.44
•• 1 NICOR GAS	GAS BILL	128.88
<b>INVOICES TOTAL:</b>		<b>296.26</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 GREAT LAKES COCA COLA DISTRIBUTION	SOFT DRINK PURCHASE	97.20
1 WAREHOUSE DIRECT	PAPER/PAPER PLATES	384.58
1 WAREHOUSE DIRECT	PAPER	255.84
1 WAREHOUSE DIRECT	PAPER/PAPER TOWELS/SUPPLIES	719.04
<b>INVOICES TOTAL:</b>		<b>1,456.66</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 WEST SIDE ELECTRIC SUPPLY INC	FLUORESCENT LIGHTS	57.76
•• 1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	36.62
•• 1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	65.08
•• 1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	287.30
<b>INVOICES TOTAL:</b>		<b>446.76</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
•• 1 GLOBAL KNOWLEDGE	VOIP FOUNDATIONS CLASS	947.50

\*\* Indicates pre-issue check.

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**INVOICES TOTAL: 947.50**

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CDW GOVERNMENT INC	UNINTERRUPTIBLE POWER SUPPLY	1,174.00
1 L-3 COMMUNICATIONS	CAMERA/EQUIPMENT REPLACEMENT	15,970.00
<b>INVOICES TOTAL:</b>		<b>17,144.00</b>

**6100-VEHICLE REPLACEMENT EXPENSES**

**570550-GOLF VEHICLE REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 J W TURF INC	LAWN MOWERS	15,144.32
<b>INVOICES TOTAL:</b>		<b>15,144.32</b>

**GRAND TOTAL: 781,471.74**

GENERAL FUND	185,728.68
MOTOR FUEL TAX FUND	2,534.57
DEBT SERVICE FUND	250.00
DEVELOPER DEPOSITS FUND	21,212.55
TOWN CENTER TIF FUND	2,727.25
BREWSTER CREEK TIF MUN ACCT	1,870.50
WATER FUND	423,549.78
SEWER FUND	34,808.66
PARKING FUND	6,239.83
GOLF FUND	55,391.26
CENTRAL SERVICES FUND	32,014.34
VEHICLE REPLACEMENT FUND	15,144.32
<b>GRAND TOTAL</b>	<b>781,471.74</b>

\*\* Indicates pre-issue check.

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**100-GENERAL FUND REVENUES**

**420230-BUILDING PERMITS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DENISE RAE	BUILDING PERMIT REFUND	45.00
	<b>INVOICES TOTAL:</b>	<b>45.00</b>

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - AUG 2016	259,004.95
** 1 DEARBORN NATIONAL	MONTHLY INSURANCE - AUG 2016	2,735.87
** 1 FIDELITY SECURITY LIFE	MONTHLY INSURANCE - AUG 2016	759.50
	<b>INVOICES TOTAL:</b>	<b>262,500.32</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	PDF ARCHITECT SOFTWARE	25.44
	<b>INVOICES TOTAL:</b>	<b>25.44</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	AIRFARE FEES	582.80
	<b>INVOICES TOTAL:</b>	<b>582.80</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 METROPOLITAN MAYORS CAUCUS	ANNUAL DUES	1,854.36
	<b>INVOICES TOTAL:</b>	<b>1,854.36</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT LIONS CLUB	LIONS DAY DASH	500.00
** 1 CARDMEMBER SERVICE	LUNCH MEETING	33.77
	<b>INVOICES TOTAL:</b>	<b>533.77</b>

**543910-HISTORY MUSEUM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MUSEUM SUPPLIES	544.86
	<b>INVOICES TOTAL:</b>	<b>544.86</b>

**546900-CONTINGENCIES**

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

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1 COMCAST	VPN SERVICE	8.45
** 1 SAM'S CLUB	FOOD PURCHASES/MEMBERSHIP DUES	90.00
1 WAREHOUSE DIRECT	CLIPBOARDS	38.70
<b>INVOICES TOTAL:</b>		<b>137.15</b>

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
<b>INVOICES TOTAL:</b>		<b>2,000.00</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	STORMWATER REVIEW PROJECT	79.00
1 ENGINEERING ENTERPRISES INC	STORMWATER REVIEW PROJECT	2,148.50
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	16.36
<b>INVOICES TOTAL:</b>		<b>2,243.86</b>

**1400-FINANCE**

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	STORAGE BOXES/FOLDERS	115.36
<b>INVOICES TOTAL:</b>		<b>115.36</b>

**542100-REBATES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOANN MARTIN	UTILITY TAX REBATE	30.00
1 DONNA WEBB	UTILITY TAX REBATE	30.00
<b>INVOICES TOTAL:</b>		<b>60.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	FOOD PURCHASES/MEMBERSHIP DUES	55.00
<b>INVOICES TOTAL:</b>		<b>55.00</b>

**1500-COMMUNITY DEVELOPMENT**

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARK YOUR SPACE INC	BIKE RACE POLE BANNERS	633.00
1 MARK YOUR SPACE INC	BIKE RACE POLE BANNERS	633.00
1 SOLOMON CORDWELL BUENZ	ADVERTISING	99.00
<b>INVOICES TOTAL:</b>		<b>1,365.00</b>

\*\* Indicates pre-issue check.

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**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PLANNING ASSOC	MEMBERSHIP DUES	613.00
1 IL ASSOC OF CODE ENFORCEMENT	MEETING FEES	70.00
<b>INVOICES TOTAL:</b>		<b>683.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LYNN M EVANS	REPORTING SERVICES	752.00
<b>INVOICES TOTAL:</b>		<b>752.00</b>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COUNTRYSIDE FUNERAL HOME	TRANSPORTATION SERVICES	400.00
1 PROSHRED NORTH	PAPER SHREDDING SERVICES	120.00
1 STERICYCLE INC	SERVICE AGREEMENT	160.23
1 VERIZON WIRELESS	WIRELESS SERVICES	684.22
<b>INVOICES TOTAL:</b>		<b>1,364.45</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	1,774.56
<b>INVOICES TOTAL:</b>		<b>1,774.56</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	98.99
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	223.60
<b>INVOICES TOTAL:</b>		<b>322.59</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CABLE LOCKS/BATTERIES	721.43
1 HOME DEPOT CREDIT SERVICES	PADLOCKS/SUPPLIES	67.79
** 1 SAM'S CLUB	FOOD PURCHASES/MEMBERSHIP DUES	378.79
1 ULINE	EVIDENCE SUPPLIES	254.31
1 WAREHOUSE DIRECT	PRINTER CARTRIDGE	104.21
<b>INVOICES TOTAL:</b>		<b>1,526.53</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	FITTED CAP/EMBROIDERY CHARGES	29.99
<b>INVOICES TOTAL:</b>		<b>29.99</b>

\*\* Indicates pre-issue check.

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**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	FOOD PURCHASES/MEMBERSHIP DUES	90.00
	<u>INVOICES TOTAL:</u>	<u>90.00</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PENS/BATTERIES/CASSETTES	57.74
1 WAREHOUSE DIRECT	INDEX TABS/BINDERS	56.56
1 WAREHOUSE DIRECT	NOTARY STAMP	27.50
1 WAREHOUSE DIRECT	BINDERS/SUPPLIES	74.76
	<u>INVOICES TOTAL:</u>	<u>216.56</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JASON AMORE	TRAINING EXPENSES	88.50
1 IL ASSOC OF CHIEFS OF POLICE	TRAFFIC SAFETY AWARDS LUNCHEON	70.00
1 KATHRYN R JUZWIN	CONSULTING SERVICES	1,800.00
	<u>INVOICES TOTAL:</u>	<u>1,958.50</u>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BIG SIGN PROMOTIONS	AIR DANCER RENTAL/NNO	500.00
1 CREATIVE PRODUCT SOURCING INC	D.A.R.E. SUPPLIES	1,671.85
1 CROWN TROPHY	AWARDS/ENGRAVING FEES	443.50
1 GRECO AND SONS INC	HOTDOGS/CONDIMENTS FOR NNO	2,367.50
1 JAMES DALEY PHOTOGRAPHS LTD	BALANCE DUE/NNO DVD VIDEO	1,300.00
1 LITTLE BOOTS FOUNDATION	NNO CHILDREN'S ACTIVITIES	500.00
1 ROSE PARTY RENTAL	NNO EQUIPMENT RENTAL	2,460.10
	<u>INVOICES TOTAL:</u>	<u>9,242.95</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARION D BUNYEA	CARPET CLEANING REIMBURSEMENT	120.00
** 1 DANA S SANZERI	REIMBURSEMENT FOR LOST TIME	365.00
	<u>INVOICES TOTAL:</u>	<u>485.00</u>

**1800-STREET MAINTENANCE**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	95.91
	<u>INVOICES TOTAL:</u>	<u>95.91</u>

**522500-EQUIPMENT RENTALS**

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

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1 TRAFIC SERVICES INC	TRAFFIC CONTROL RENTAL/JULY 4TH	2,740.00
1 VERIZON WIRELESS	WIRELESS SERVICES	22.40
1 VERIZON WIRELESS	WIRELESS SERVICES	181.11
		<u>INVOICES TOTAL:</u>
		<u>2,943.51</u>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	449.64
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	571.88
1 SAFETY-KLEEN SYSTEMS INC	PARTS WASHER SOLVENT	325.95
		<u>INVOICES TOTAL:</u>
		<u>1,347.47</u>

**527100-SERVICES TO MAINTAIN STREETS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HR GREEN INC	STEARNS ROAD CULVERT EXTENSION	6,672.45
		<u>INVOICES TOTAL:</u>
		<u>6,672.45</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	588.00
1 CORNERSTONE LAND & LAWN INC	LANDSCAPING SERVICES	2,000.00
1 SEBERT LANDSCAPING CO	AUG 2016 LAWN MAINTENANCE	1,057.14
1 SEBERT LANDSCAPING CO	AUG 2016 LAWN MAINTENANCE	2,785.71
1 SEBERT LANDSCAPING CO	AUG 2016 LAWN MAINTENANCE	1,217.43
1 SEBERT LANDSCAPING CO	AUG 2016 LAWN MAINTENANCE	1,571.43
1 SEBERT LANDSCAPING CO	AUG 2016 LAWN MAINTENANCE	905.71
		<u>INVOICES TOTAL:</u>
		<u>11,266.85</u>

**527130-SIDEWALK & CURB REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONCRETE CONSTRUCTION INC	SIDEWALK/CURB REPLACEMENTS	44,922.60
		<u>INVOICES TOTAL:</u>
		<u>44,922.60</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M	MATERIALS & SUPPLIES	324.00
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING FLAGS	42.00
1 MIDWEST COMPOST - ELGIN	HAULED MATERIALS	1,600.00
		<u>INVOICES TOTAL:</u>
		<u>1,966.00</u>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AED PROFESSIONALS	AED MACHINES/MATERIALS	1,829.00
		<u>INVOICES TOTAL:</u>
		<u>1,829.00</u>

\*\* Indicates pre-issue check.

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**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGES/SOAP	51.57
	<b>INVOICES TOTAL:</b>	<b>51.57</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALUMITANK INC	EQUIPMENT MAINTENANCE SUPPLIES	555.18
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	34.14
** 1 CARDMEMBER SERVICE	CELL PHONE CASES	18.69
1 STANDARD EQUIPMENT CO	STREET SWEEPER MATERIALS	602.07
1 WEST SIDE TRACTOR SALES CO	EQUIPMENT MAINTENANCE SUPPLIES	499.84
	<b>INVOICES TOTAL:</b>	<b>1,709.92</b>

**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING CO	ASPHALT PURCHASE	51.94
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING FLAGS	112.75
	<b>INVOICES TOTAL:</b>	<b>164.69</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE TOPSOIL INC	GRAVEL PURCHASE	650.00
1 LAFARGE NORTH AMERICA	GRAVEL PURCHASE	260.67
1 MIDWEST TRADING SUPPLIES INC	LANDSCAPE MATERIALS	45.73
	<b>INVOICES TOTAL:</b>	<b>956.40</b>

**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONCRETE CONSTRUCTION INC	SIDEWALK/CURB REPLACEMENTS	3,234.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	152.17
1 WELCH BROS INC	MAINTENANCE SUPPLIES	48.75
1 WELCH BROS INC	MAINTENANCE SUPPLIES	291.15
1 WELCH BROS INC	MAINTENANCE SUPPLIES	232.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	155.00
	<b>INVOICES TOTAL:</b>	<b>4,113.07</b>

**4300-DEVELOPER DEPOSITS EXPENDITURE**

**585000-LOC DRAW PROJECTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	13.86
	<b>INVOICES TOTAL:</b>	<b>13.86</b>

**585044-STREET GARAGE BLDG ADDITION**

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

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1 SCHRAMM CONSTRUCTION CORPORATIO PUBLIC WORKS EXPANSION PROJECT	99,647.78
<b>INVOICES TOTAL:</b>	<b>99,647.78</b>

**430000-DEVELOPER DEPOSITS FUND**

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIRZA BAIG	VBR BOND REFUND	500.00
1 ROBERT CAPUANI	VBR BOND REFUND	500.00
<b>INVOICES TOTAL:</b>		<b>1,000.00</b>

**5000-WATER OPERATING EXPENSES**

**520025-ELGIN WATER AGREEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CITY OF ELGIN	ELGIN WATER BILL	417,821.42
<b>INVOICES TOTAL:</b>		<b>417,821.42</b>

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	36.52
<b>INVOICES TOTAL:</b>		<b>36.52</b>

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AQUA BACKFLOW INC	BACKFLOW TRACKING PROGRAM	1,046.55
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-4	10,539.75
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-7	2,293.33
<b>INVOICES TOTAL:</b>		<b>13,879.63</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	181.11
<b>INVOICES TOTAL:</b>		<b>181.11</b>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	JULY 2016 BILLING	422.12
<b>INVOICES TOTAL:</b>		<b>422.12</b>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PDC LABORATORIES INC	ANALYTICAL TESTING	35.00
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	152.00
<b>INVOICES TOTAL:</b>		<b>187.00</b>

\*\* Indicates pre-issue check.

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**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	NICOR CONTRACT UPGRADE	87.06
1 CONSTELLATION ENERGY	ELECTRIC BILL	450.28
1 CONSTELLATION ENERGY	ELECTRIC BILL	569.39
1 CONSTELLATION ENERGY	ELECTRIC BILL	3,997.46
1 CONSTELLATION ENERGY	ELECTRIC BILL	138.40
1 CONSTELLATION ENERGY	ELECTRIC BILL	1,967.67
1 CONSTELLATION ENERGY	ELECTRIC BILL	9,893.26
<b>INVOICES TOTAL:</b>		<b>17,103.52</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 OIL MASTERS	VEHICLE MAINTENANCE	40.24
<b>INVOICES TOTAL:</b>		<b>40.24</b>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONCRETE CONSTRUCTION INC	SIDEWALK/CURB REPLACEMENTS	9,213.60
<b>INVOICES TOTAL:</b>		<b>9,213.60</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HD SUPPLY WATERWORKS LTD	MATERIALS & SUPPLIES	166.56
1 HD SUPPLY WATERWORKS LTD	MATERIALS & SUPPLIES	985.87
<b>INVOICES TOTAL:</b>		<b>1,152.43</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGES/SOAP	51.56
<b>INVOICES TOTAL:</b>		<b>51.56</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	34.14
** 1 CARDMEMBER SERVICE	CELL PHONE CASES	37.05
1 HD SUPPLY WATERWORKS LTD	EQUIPMENT MAINTENANCE SUPPLIES	137.40
<b>INVOICES TOTAL:</b>		<b>208.59</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAFARGE NORTH AMERICA	GRAVEL PURCHASE	260.67
1 MIDWEST TRADING SUPPLIES INC	LANDSCAPE MATERIALS	45.73
<b>INVOICES TOTAL:</b>		<b>306.40</b>

**546900-CONTINGENCIES**

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

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1 AED PROFESSIONALS	AED MACHINES/MATERIALS	1,829.00
1 FANTASTIC CARPET CLEANING	CARPET CLEANING SERVICES	490.00
<b>INVOICES TOTAL:</b>		<b>2,319.00</b>

**50000-WATER FUND**

**121054-WATER/SEWER BILLING A/R**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEICHERT REALTORS - KINGSLAND	REFUND/WATER BILL OVERPAYMENT	31.60
<b>INVOICES TOTAL:</b>		<b>31.60</b>

**5100-SEWER OPERATING EXPENSES**

**522300-UNIFORM RENTALS**

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

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	181.12
<b>INVOICES TOTAL:</b>		<b>181.12</b>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	JULY 2016 BILLING	422.11
<b>INVOICES TOTAL:</b>		<b>422.11</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	NICOR CONTRACT UPGRADE	87.06
1 CONSTELLATION ENERGY	ELECTRIC BILL	51.46
1 CONSTELLATION ENERGY	ELECTRIC BILL	87.96
1 CONSTELLATION ENERGY	ELECTRIC BILL	54.15
1 CONSTELLATION ENERGY	ELECTRIC BILL	86.29
1 CONSTELLATION ENERGY	ELECTRIC BILL	81.51
1 CONSTELLATION ENERGY	ELECTRIC BILL	58.80
1 CONSTELLATION ENERGY	ELECTRIC BILL	103.22
1 CONSTELLATION ENERGY	ELECTRIC BILL	95.84
1 CONSTELLATION ENERGY	ELECTRIC BILL	103.12
1 CONSTELLATION ENERGY	ELECTRIC BILL	260.54
1 CONSTELLATION ENERGY	ELECTRIC BILL	161.39
1 CONSTELLATION ENERGY	ELECTRIC BILL	214.60
1 CONSTELLATION ENERGY	ELECTRIC BILL	142.34
1 CONSTELLATION ENERGY	ELECTRIC BILL	250.67
1 CONSTELLATION ENERGY	ELECTRIC BILL	23,865.78
1 CONSTELLATION ENERGY	ELECTRIC BILL	80.96
1 NICOR GAS	GAS BILL	26.63

\*\* Indicates pre-issue check.

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1 NICOR GAS	GAS BILL	83.38
1 NICOR GAS	GAS BILL	25.28
<b>INVOICES TOTAL:</b>		<b><u>25,920.98</u></b>

**526000-VEHICLE MAINTENANCE**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BUCK BROS INC	TIRES	233.04
1 INTERSTATE BILLING SERVICE INC	VEHICLE MAINTENANCE	767.56
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	30.00
<b>INVOICES TOTAL:</b>		<b><u>1,030.60</u></b>

**530100-MATERIALS & SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FASTENAL CO	MATERIALS & SUPPLIES	105.61
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	27.42
<b>INVOICES TOTAL:</b>		<b><u>133.03</u></b>

**530120-CHEMICAL SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HAWKINS INC	CHEMICAL SUPPLIES	1,326.44
<b>INVOICES TOTAL:</b>		<b><u>1,326.44</u></b>

**530160-SAFETY EQUIPMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AED PROFESSIONALS	AED MACHINES/MATERIALS	1,829.00
1 PRO CHEM INC	LATEX GLOVES	452.78
<b>INVOICES TOTAL:</b>		<b><u>2,281.78</u></b>

**532200-OFFICE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WAREHOUSE DIRECT	INK CARTRIDGES/SOAP	51.56
<b>INVOICES TOTAL:</b>		<b><u>51.56</u></b>

**534300-EQUIPMENT MAINTENANCE MATLS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	34.14
** 1 CARDMEMBER SERVICE	CELL PHONE CASES	37.06
1 LAN ELECTRIC INC	EQUIPMENT REPAIRS	3,137.00
1 LAN ELECTRIC INC	EQUIPMENT REPAIRS	1,170.28
1 WELCH BROS INC	MAINTENANCE SUPPLIES	203.76
1 WELCH BROS INC	MAINTENANCE SUPPLIES	189.00
<b>INVOICES TOTAL:</b>		<b><u>4,771.24</u></b>

**534500-GROUNDS MAINTENANCE MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	150.00

\*\* Indicates pre-issue check.

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1 LAFARGE NORTH AMERICA	GRAVEL PURCHASE	260.67
1 MIDWEST TRADING SUPPLIES INC	LANDSCAPE MATERIALS	45.74
<b>INVOICES TOTAL:</b>		<b>456.41</b>

**570100-MACHINERY & EQUIPMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 LAI LTD	DIGESTER VALVES	1,748.00
<b>INVOICES TOTAL:</b>		<b>1,748.00</b>

**5190-SEWER CAPITAL PROJECTS EXP**

**582026-COUNTRY CREEK LIFT STATION**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 KONCRETE CONSTRUCTION INC	SIDEWALK/CURB REPLACEMENTS	5,768.40
<b>INVOICES TOTAL:</b>		<b>5,768.40</b>

**520-PARKING FUND REVENUES**

**450200-PARKING METER REVENUES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 PETER STEPNIIEWSKI	PERMIT PARKING REFUND	60.00
<b>INVOICES TOTAL:</b>		<b>60.00</b>

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	525.00
1 UNIFIRST CORP	MATS	12.00
1 UNIFIRST CORP	MATS	12.00
<b>INVOICES TOTAL:</b>		<b>549.00</b>

**529000-OTHER CONTRACTUAL SERVICES**

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

**570200-BLDG & GROUNDS IMPROVEMENTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	2,108.00
<b>INVOICES TOTAL:</b>		<b>2,108.00</b>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
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\*\* Indicates pre-issue check.

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1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - JULY 2016	570.00
1 ROSCOE CO	MATS	102.66
1 ROSCOE CO	MATS	104.20
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	550.00
<u>INVOICES TOTAL:</u>		<u>1,326.86</u>

**524100-BUILDING MAINTENANCE SERVICES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 OTIS ELEVATOR CO	ELEVATOR MAINTENANCE	449.62
1 TEMPERATURE ENGINEERING INC	EXHAUST FAN MAINTENANCE	106.88
1 TEMPERATURE ENGINEERING INC	THERMOSTAT REPLACEMENT	205.18
<u>INVOICES TOTAL:</u>		<u>761.68</u>

**524120-UTILITIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 NICOR GAS	GAS BILL	307.86
<u>INVOICES TOTAL:</u>		<u>307.86</u>

**530100-MATERIALS & SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 CARDMEMBER SERVICE	PIPE VALVES/CAPS	38.05
1 EDWARD DON & COMPANY	PAPER TOWELS/HAND SOAP/GLOVES	220.18
1 EDWARD DON & COMPANY	ROLL TOWELS/NAPKINS/GLASSES	70.24
1 SUPPLYWORKS	BATH TISSUE/HAND SOAP	192.20
<u>INVOICES TOTAL:</u>		<u>520.67</u>

**532200-OFFICE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 SAM'S CLUB	FOOD PURCHASES/MEMBERSHIP DUES	38.96
1 WAREHOUSE DIRECT	TONER	260.30
<u>INVOICES TOTAL:</u>		<u>299.26</u>

**543101-DUES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 CARDMEMBER SERVICE	PGA MEMBERSHIP DUES	794.00
<u>INVOICES TOTAL:</u>		<u>794.00</u>

**5510-GOLF MAINTENANCE EXPENSES**

**524120-UTILITIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 NICOR GAS	GAS BILL	25.24
1 NICOR GAS	GAS BILL	102.62
<u>INVOICES TOTAL:</u>		<u>127.86</u>

**530100-MATERIALS & SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
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\*\* Indicates pre-issue check.

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1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	7,039.20
	<b>INVOICES TOTAL:</b>	<b>7,039.20</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	125.25
	<b>INVOICES TOTAL:</b>	<b>125.25</b>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	40.00
1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - JULY 2016	75.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	181.87
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	75.00
	<b>INVOICES TOTAL:</b>	<b>371.87</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TEMPERATURE ENGINEERING INC	THERMOSTAT REPLACEMENT	205.17
	<b>INVOICES TOTAL:</b>	<b>205.17</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	125.79
1 NICOR GAS	GAS BILL	51.31
	<b>INVOICES TOTAL:</b>	<b>177.10</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	ROLL TOWELS/NAPKINS/GLASSES	24.87
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	36.54
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	36.33
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	30.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	13.49
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	160.43
	<b>INVOICES TOTAL:</b>	<b>301.66</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	181.08
1 ELGIN BEVERAGE CO	BEER PURCHASE	78.33
1 ELGIN BEVERAGE CO	BEER PURCHASE	258.03
1 EUCLID BEVERAGE LTD	BEER PURCHASE	81.01
1 EUCLID BEVERAGE LTD	BEER PURCHASE	694.36

\*\* Indicates pre-issue check.

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1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	159.04
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	414.89
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	338.39
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	392.97
1 GRECO AND SONS INC	FOOD PURCHASE	32.28
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	56.72
1 SCHAMBERGER BROS INC	BEER PURCHASE	130.28
1 SCHAMBERGER BROS INC	BEER PURCHASE	165.19
	<b>INVOICES TOTAL:</b>	<b><u>2,982.57</u></b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	FOOD PURCHASES/MEMBERSHIP DUES	45.00
	<b>INVOICES TOTAL:</b>	<b><u>45.00</u></b>

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SERVICE	17.00
1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - JULY 2016	75.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	181.88
1 M & M SPECIAL EVENTS CO	CHAIR TIE RENTAL	16.00
1 M & M SPECIAL EVENTS CO	CHAIR TIE RENTAL	40.00
1 M & M SPECIAL EVENTS CO	CHAIR TIE RENTAL	25.00
1 M & M SPECIAL EVENTS CO	CHAIR TIE RENTAL	8.00
1 M & M SPECIAL EVENTS CO	CHAIR TIE RENTAL	22.00
1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	187.59
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	75.00
	<b>INVOICES TOTAL:</b>	<b><u>659.97</u></b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 M & M SPECIAL EVENTS CO	CHAIR RENTAL	770.00
	<b>INVOICES TOTAL:</b>	<b><u>770.00</u></b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TEMPERATURE ENGINEERING INC	THERMOSTAT REPLACEMENT	205.17
	<b>INVOICES TOTAL:</b>	<b><u>205.17</u></b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	51.31
	<b>INVOICES TOTAL:</b>	<b><u>51.31</u></b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 8/16/2016**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	PAPER TOWELS/HAND SOAP/GLOVES	81.78
1 EDWARD DON & COMPANY	STACKING BOWLS	214.34
1 EDWARD DON & COMPANY	ROLL TOWELS/NAPKINS/GLASSES	93.34
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	36.54
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	120.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	13.49
1 LOGSDON OFFICE SUPPLY	LASERPRINT PAPER	15.03
1 MLA WHOLESALE INC	FLOWERS	64.85
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	758.83
<b>INVOICES TOTAL:</b>		<b>1,398.20</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	422.53
1 ELGIN BEVERAGE CO	BEER PURCHASE	234.98
1 ELGIN BEVERAGE CO	BEER PURCHASE	84.63
1 EUCLID BEVERAGE LTD	BEER PURCHASE	421.00
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	788.57
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	656.04
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	1,032.04
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	462.34
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	639.92
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	323.75
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	113.44
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	56.72
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	396.96
1 TURANO BAKING CO	FOOD PURCHASE	132.99
<b>INVOICES TOTAL:</b>		<b>5,765.91</b>

**5580-GOLF MIDWAY EXPENSES**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	ROLL TOWELS/NAPKINS/GLASSES	24.88
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	36.54
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	24.21
<b>INVOICES TOTAL:</b>		<b>85.63</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN BEVERAGE CO	BEER PURCHASE	31.74
1 ELGIN BEVERAGE CO	BEER PURCHASE	94.95
1 EUCLID BEVERAGE LTD	BEER PURCHASE	204.30
1 EUCLID BEVERAGE LTD	BEER PURCHASE	418.89

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 8/16/2016**

1	GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	348.68
1	GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	375.16
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	145.70
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	276.60
1	LAKESHORE BEVERAGE	BEER PURCHASE	130.01
1	PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	125.64
1	PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	219.87
**	1 SAM'S CLUB	FOOD PURCHASES/MEMBERSHIP DUES	275.39
1	SCHAMBERGER BROS INC	BEER PURCHASE	192.19
<b>INVOICES TOTAL:</b>			<b>2,839.12</b>

**6000-CENTRAL SERVICES EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO OFFICE TECHNOLOGY GROUP	COPIER MAINTENANCE SERVICE	16.20
1 CHICAGO OFFICE TECHNOLOGY GROUP	COPIER MAINTENANCE SERVICE	33.61
<b>INVOICES TOTAL:</b>		<b>49.81</b>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACCELA INC	SOFTWARE SUBSCRIPTION	5,136.00
1 COMCAST	VPN SERVICE	134.85
<b>INVOICES TOTAL:</b>		<b>5,270.85</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	1,040.00
1 CINTAS CORPORATION	CLEANING SERVICES	64.40
1 CINTAS CORPORATION	CLEANING SERVICES	92.48
1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - JULY 2016	2,705.00
1 MIDWEST MECHANICAL	HVAC REPAIRS	2,304.00
1 UNIFIRST CORP	MATS	41.80
1 UNIFIRST CORP	MATS	41.80
<b>INVOICES TOTAL:</b>		<b>6,289.48</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 AT&T	TELEPHONE BILL	140.28	
**	1 CARDMEMBER SERVICE	DSL LINE FOR VILLAGE HALL	65.00
1 VERIZON WIRELESS	WIRELESS SERVICES	114.03	
<b>INVOICES TOTAL:</b>		<b>319.31</b>	

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACCUTECH SERVICES	PRINTER REPAIRS	257.40
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	71.15

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 8/16/2016**

**	1	CARDMEMBER SERVICE	COMPUTER SUPPLIES	69.09
	1	GREAT LAKES COCA COLA DISTRIBUTIO	EQUIPMENT RENTAL	90.00
	1	GREAT LAKES COCA COLA DISTRIBUTIO	SOFT DRINK PURCHASE	190.32
**	1	SAM'S CLUB	FOOD PURCHASES/MEMBERSHIP DUES	301.37
	1	TIME BUSINESS SYSTEMS INC	PHONE SYSTEM MAINTENANCE	156.00
	1	THE UPS STORE	SHIPPING CHARGES	185.95
				<u>INVOICES TOTAL:</u>
				<u>1,321.28</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOWN & COUNTRY GARDENS	FLOWERS	284.99
		<u>INVOICES TOTAL:</u>
		<u>284.99</u>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
**	1 CARDMEMBER SERVICE	CLOUD SERVICES	229.51
	1 DELL MARKETING L P	REPLACEMENT SERVER FOR PD	6,973.19
	1 ITSAVVY	WIRELESS ACCESS POINTS	204.59
	1 ITSAVVY	WIRELESS ACCESS POINTS	173.03
	1 ITSAVVY	WIRELESS ACCESS POINTS	173.03
		<u>INVOICES TOTAL:</u>	
		<u>7,753.35</u>	

**GRAND TOTAL: 1,027,520.10**

GENERAL FUND	368,548.49
DEVELOPER DEPOSITS FUND	100,661.64
WATER FUND	462,954.74
SEWER FUND	44,157.89
PARKING FUND	2,746.95
GOLF FUND	27,161.32
CENTRAL SERVICES FUND	21,289.07
<b>GRAND TOTAL</b>	<b>1,027,520.10</b>

\*\* Indicates pre-issue check.



CASH & INVESTMENT REPORT  
June 30, 2016

Fund	Detail of Ending Balance			
	5/31/2016	Receipts	Disbursements	6/30/2016
General	12,388,762	4,126,137	1,801,867	14,713,032
MFT	4,099,647	93,754	312,474	3,880,928
Debt Service	312,653	521,255	0	833,908
Capital Projects	(61,754)	0	0	(61,754)
Municipal Building	1,177,535	257	0	1,177,792
Developer Deposits	4,261,062	4,752	58,838	4,206,976
Town Center TIF	457,914	36	4,600	453,350
59 & Lake TIF	0	0	0	0
BC Municipal TIF	205,745	301,771	42,407	465,109
Bluff City Tif Municipal	5,077	2,191	0	7,268
Water	22,224,043	530,601	546,688	22,207,956
Sewer	21,643,606	273,983	488,136	21,429,453
Parking	109,705	25,748	13,608	121,845
Golf	1,393,370	319,145	253,977	1,458,539
Central Services	769,435	85,153	123,124	731,463
Vehicle Replacement	3,328,299	58,012	224,714	3,161,596
<b>TOTALS</b>	<b>72,315,099</b>	<b>6,342,794</b>	<b>3,870,433</b>	<b>74,787,460</b>

Fund	Detail of Ending Balance			6/30/2016
	Cash	Investments	Net Assets/Liab.	
General	6,228,804	6,932,782	1,551,445	14,713,032
MFT	2,089,456	1,809,663	(18,191)	3,880,928
Debt Service	393,352	439,152	1,404	833,908
Capital Projects	0	0	(61,754)	(61,754)
Municipal Building	423,758	473,098	280,935	1,177,792
Developer Deposits	131,026	3,657,008	418,941	4,206,976
Town Center TIF	128,870	143,875	180,605	453,350
59 & Lake TIF	0	0	0	0
BC Municipal TIF	227,613	254,115	0	465,109
Bluff City Tif Municipal	3,430	3,830	34,342	41,610
Water	1,332,931	1,488,019	19,387,005	22,207,956
Sewer	404,671	451,677	20,573,105	21,429,453
Parking	24,704	27,580	69,562	121,845
Golf	0	0	1,458,538	1,458,539
Central Services	303,238	338,546	89,678	731,463
Vehicle Replacement	668,343	746,161	1,747,093	3,161,596
<b>TOTALS</b>	<b>12,360,198</b>	<b>16,765,507</b>	<b>45,712,708</b>	<b>74,821,803</b>

BC Project TIF	5,336,938	0	0	5,336,937
Bluff City Project TIF	34,342	0	0	34,342
Bluff City SSA Debt Srv.	883,491	0	0	883,491
Police Pension	1,944,217	33,521,287	99,380	35,564,884

  
Jeff Martynowicz  
Finance Director



VILLAGE OF BARTLETT TREASURER'S REPORT  
 MAJOR REVENUE BUDGET COMPARISONS  
 FISCAL YEAR 2016/17 as of June 30, 2016

Fund	Current Year		Prior YTD %
	Actual	Budget	
Property Taxes	2,886,196	9,275,478	31.12%
Sales Taxes (General Fund)	339,856	2,205,000	15.41%
Income Taxes	1,218,578	4,368,048	27.90%
Telecommunications Tax	161,633	1,057,500	15.28%
Real Estate Transfer Tax	127,902	610,000	20.97%
Building Permits	102,093	641,275	15.92%
MFT	186,921	1,067,287	17.51%
Water Charges	1,002,075	6,700,000	14.96%
Sewer Charges	518,410	3,250,000	15.95%
Interest Income	7,262	49,375	14.71%
Gas Utility Tax	105,417	550,000	19.17%
Electric Utility Tax	29,621	153,000	19.36%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 GOLF FUND DETAIL (Excluding Capital Projects)  
 FISCAL YEAR 2016/17 as of June 30, 2016

Fund	Current Year		Percent
	Actual	Budget	
<b>Golf Program</b>			
Revenues	350,918	1,670,000	21.01%
Expenses	242,167	1,587,645	15.25%
Net Income	<u>108,751</u>	<u>82,355</u>	132.05%
<b>F&amp;B - Restaurant</b>			
Revenues	35,618	133,000	26.78%
Expenses	51,182	319,149	16.04%
Net Income	<u>(15,564)</u>	<u>(186,149)</u>	8.36%
<b>F&amp;B - Banquet</b>			
Revenues	125,340	735,000	17.05%
Expenses	89,177	660,230	13.51%
Net Income	<u>36,163</u>	<u>74,770</u>	48.37%
<b>F&amp;B - Midway</b>			
Revenues	34,320	120,000	28.60%
Expenses	10,720	65,300	16.42%
Net Income	<u>23,600</u>	<u>54,700</u>	43.14%
<b>Golf Fund Total</b>			
Revenues	546,197	2,658,000	20.55%
Expenses	393,246	2,632,324	14.94%
Net Income	<u>152,950</u>	<u>25,676</u>	595.69%

**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	178,006
<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>2,249,438</b>

**% increase -7.33% 0.86% 4.17% 0.30% 2.26% 4.52%**

**Budget 1,950,000 1,950,000 1,975,000 2,010,000 2,075,000 2,115,000**

<b>Warrant/EFT#: EF 0004878</b>				
Fiscal Year:	2016	Issue Date:	06/07/16	
Warrant Total:	\$178,006.09	Warrant Status:		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		AG959548	6AG959548	\$178,006.09

<b>IOC Accounting Line Details</b>						
Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
						DISTRIBUTE
0189	492	27	44910055	4491	\$178,006.09	MUNI/CNTY SALES TAX

<b>Payment Voucher Description</b>	
Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 06/06/2016
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: MAR. 2016 COLL MO: APR. 2016 VCHR MO: JUN. 2016
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

**MOTOR FUEL TAX**

Month	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17
May	89,807	85,450	89,115	104,788	106,665	89,988	93,139
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	93,782	corrected amount
<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>1,054,055</b>	<b>93,139</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>	<b>1,091,798</b>	
Budget	1,015,000	1,250,000	1,250,000	1,175,000	1,188,990	1,025,000	1,067,287
Annual Inc in \$ w/o High Growth	1.50%	-0.07%	-6.80%	3.71%	-0.73%	4.37%	3.50%



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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**VILLAGE OF BARTLETT PROCLAMATION  
TO CONGRATULATE THE BARTLETT ROYALS LITTLE LEAGUE  
TEAM ON ITS UNDEFEATED SEASON**

**WHEREAS**, the 9- and 10-year-old Bartlett Royals ended their championship Little League season by shaving the heads of their three waver-losing but happy coaches, a reward the team earned with their undefeated record; and

**WHEREAS**, invoking the mercy rule that ends games early when a team is up by 10 runs allowed the Royals to win 13 of the 16 regular season games after only four innings instead of six and the remaining three after only five innings; and

**WHEREAS**, this winning season was a true model of teamwork, with the five-man pitching staff allowing only 14 runs in the entire regular season and every ballplayer scoring a run during two of the games; and

**WHEREAS**, the team's many hours of practice, hard work and sheer love of baseball culminated during the last game of the District 13 Tournament of Champions when the Royals beat the Streamwood Yankees 10-0 in four innings; and

**WHEREAS**, each time these young Little Leaguers took to the ballfield, they inspired their family, friends and their fans with their passion and filled our hearts with unending pride;

**NOW, THEREFORE**, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, do hereby congratulate and applaud the Bartlett Royals Little League champions on their ace pitching, their crackerjack fielding and their mighty bats; and I furthermore call upon all Bartlett residents to cheer these fierce competitors and the unforgettable season they gave us.

Dated this 16<sup>th</sup> day of August, 2016



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Kevin Wallace, Village President

## Business Star Awards

### **Arties Towing**

Arties Towing was nominated for this year's Business Star Award for its continued support of Bartlett's National Night Out by donating and staffing the large inflatable slide. Arties Towing has also been a strong supporter of Special Olympics and the Bartlett Police Department's D.A.R.E. Family Fishing Derby.

### **Moretti's Ristorante & Pizzeria**

Moretti's Ristorante & Pizzeria was also nominated for this year's Business Star Award for its continued support of National Night Out by donating all of the pizzas for the National Night Out Tailgate Parties at the Jim Jensen Pavilion and the Twilight Skate Park Bashes the past few years.

## Citizen Star Awards

### **Maddie Rueffner, Allison Bucaro, Tessa Evans**

Maddie, Allison, and Tessa were nominated for this year's Citizen Star Award for helping a substitute teacher who suffered a medical issue at Hawk Hollow Elementary School. These 6<sup>th</sup> grade students noticed the substitute teacher was in distress and calmly stayed with her and notified another teacher of the medical situation. These three students were also recognized by Hawk Hollow Principal Markisha Bush-Mitchell during the Positive Behavioral Interventions and Supports School Assembly.

### **Kenny Schlobohm**

Kenny was nominated for this year's Citizen Star Award for assisting the Bartlett Police Department with the apprehension of a car burglary suspect. On December 31<sup>st</sup>, Kenny looked out his window and observed a suspicious person burglarizing unlocked parked vehicles. He immediately called 911 and provided the Bartlett Police Department with a detailed description of the suspect. Following a foot chase, Bartlett Police charged the juvenile offender with a Class 2 Felony for Burglary, a Class 4 Felony for Possession of Another's Credit or Debit Cards, and a Class A Misdemeanor for Theft.

### **Joseph Simpson**

Joseph was nominated for this year's Citizen Star Award for assisting the Bartlett Police Department with the apprehension of several offenders who committed a residential burglary. Joseph heard the sound of glass breaking and then observed the suspects entering the rear window of his neighbor's residence. He immediately called 911 and was able to provide the Bartlett Police Department with a detailed description of the burglary suspects and their vehicle. The suspects were later charged with Class 1 Felonies for Residential Burglary.

### **Block Party Winners:**

**Rookie of the Year – Cedar Lane – Renee Young**

**Best Theme – Summersweet Lane – Stephanie Querry**

**Best Participation – Village Church of Bartlett – Scott Dyck**

**Best Lighting – Steeplechase – Gary Schellerer**

**Most Charitable – Victory Centre – Rose Simone**

**Best Overall – Regency Drive – Sharnell Jackson**



# Agenda Item Executive Summary

Item Name D^Licious Crepes & Roti Special Use Committee or Board Committee

## BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

## EXECUTIVE SUMMARY

A request for a **SPECIAL USE PERMIT** to serve beer & wine at D^Licious Crepes & Roti located at 225 S. Main Street at the southeast corner of Railroad Avenue and Main Street at the Town Center.

The **Plan Commission** conducted the public hearing and reviewed the Petitioner's requests at their meeting on July 14, 2016. The Commission recommended **approval** subject to the conditions and Findings of Fact outlined in the Staff Memo.

Staff is requesting that the Petitioner's request be forwarded directly to the Village Board for a final vote in order for the petitioner to apply for their liquor license.

## ATTACHMENTS (PLEASE LIST)

CD Memo, Minutes from the July 14, 2016 Plan Commission Meeting, Ordinance, Applicant Cover Letter, Application, Location Map and Site Plan

## ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance
- Motion: Move to approve Ordinance #2016-\_\_\_\_\_ An Ordinance Granting A Special Use Permit to Allow for the Serving of Beer and Wine at D^Licious Crepes & Roti.

Staff: Jim Plonczynski, Com Dev Director Date: 8/05/2016

**COMMUNITY DEVELOPMENT MEMORANDUM**

**16-158**

DATE: August 5, 2016  
TO: Valerie L. Salmons, Village Administrator  
FROM: Jim Plonczynski, CD Director  
RE: **(#16-06) D^Licious Crepes & Roti**

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**PETITIONER**

Rakesh Chopra

**SUBJECT SITE**

225 S. Main Street – Town Center (Directly East of Village Hall)

**REQUEST**

Special Use Permit –To serve beer and wine.

***Staff is requesting that the Petitioner's request be forwarded directly to the Village Board for a final vote in order to for the petitioner to apply for their liquor license.***

**SURROUNDING LAND USES**

	<b><u>Land Use</u></b>	<b><u>Comprehensive Plan</u></b>	<b><u>Zoning</u></b>
<b>Subject Site</b>	<b>Commercial</b>	<b>Village Center Mixed Use</b>	<b>PD</b>
North	Commercial	Village Center Mixed Use	PD
South	Commercial	Village Center Mixed Use	PD
East	Condos	Attached Residential- Med.	PD
West	Village Hall	Municipal/Institutional	P-1

**DISCUSSION**

1. The petitioner is requesting a Special Use Permit to serve beer and wine at their current location for their patrons inside and outside.
2. D^Licious Crepes and Roti is located in the Town Center. Before D^Licious moved into this location the Italian Deli was granted a special use for outdoor seating by Ordinance #2008-43. The Special Use is associated with the address.

3. A 36" fence around the existing outdoor seating area is required for the outdoor consumption of alcohol and they must maintain an accessible pedestrian walkway between the enclosure and the street. The fence location will be located on private property and not in the public right-of-way.
4. D^Licious is currently open seven days a week Monday thru Saturday from 9 a.m. to 9 p.m. and Sunday from 9 a.m. to 4 p.m. These proposed hours meet the restrictions for the Class B liquor license of Sun.-Thurs. 8:00 a.m. to 1:00 a.m. and Fri.-Sat. 8:00 a.m. to 2:00 a.m. D^Licious is aware they can only serve beer or wine during the hours specified for the Class B liquor license.

### **RECOMMENDATION**

1. The Staff recommends approval of the Special Use for serving beer and wine as requested with the following conditions and findings of fact;
  - A. The petitioner shall obtain all required building permits;
  - B. The petitioner shall obtain a Class B liquor license;
  - C. The outdoor fence must be installed prior to the issuance of a liquor license;
  - D. Findings of Fact (Special Uses - Serving Liquor)
    - i. The proposed use of serving beer and wine at D^Licious located in the Town Center is desirable and will provide a service and facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
    - ii. That this use will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
    - iii. That the special use shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulation and conditions made a part of the authorization granted by the village board of trustees.
2. The Plan Commission conducted the public hearing and reviewed the Petitioner's request at their meeting on July 14, 2016. The Commission recommended **approval** of the Petitioner's request subject to the conditions outlined above and the Findings of Fact.
3. Minutes from the Plan Commission public hearing and background information are attached for your review and consideration.
4. The Ordinance is attached for your review.

1           Item 3 on the agenda is No. 16-06,  
2 D'Licious Crepes & Roti, special use permit for  
3 serving beer and wine. It's going to be a public  
4 hearing.

5           Do we have the documents for notification  
6 from the public?

7           MS. ZUBKO: Yes, we do.

8           COMMISSIONER LEMBERG: Okay. Do we have any  
9 cards that came in the mail?

10          MS. ZUBKO: They signed the affidavit.

11          MR. PLONCZYNSKI: We have the affidavit.

12          COMMISSIONER LEMBERG: Okay. Very good.  
13 That's going to be Angela. Can you give us a  
14 little background?

15          MS. ZUBKO: Sure. The petitioner is  
16 requesting a special use permit to serve beer and  
17 wine at their current location for their patrons  
18 inside and outside.

19                 D'Licious Crepes is located in the town  
20 center. Before D'Licious moved into this  
21 location, the Italian deli was granted a special  
22 use for outdoor seating in 2008 and the special  
23 use is associated with the address. A 36-inch  
24 fence around the existing outdoor seating area is

1 required for the outdoor consumption of alcohol,  
2 and they must maintain an accessible pedestrian  
3 walkway between the enclosure and the street.  
4 The fence location will be located on private  
5 property and not in the public right-of-way.

6 Currently, D'Licious is open seven days a  
7 week, Monday through Saturday from 9:00 a.m. to  
8 9:00 p.m. and Sunday from 9:00 a.m. to 4:00 p.m.  
9 These proposed hours meet the restrictions for  
10 the Class B liquor license, and D'Licious is  
11 aware that they can only serve beer or wine  
12 during the hours specified in the Class B liquor  
13 license.

14 Staff recommends approval of the special  
15 use with the findings of fact and conditions  
16 outlined in your report, and the petitioner is  
17 present.

18 COMMISSION LEMBERG: The members have any  
19 questions of staff at this time?

20 MR. RIDENOUR: Does the pizza -- the pizza  
21 restaurant, they have an outdoor area there,  
22 don't they?

23 MS. ZUBKO: Yes, Marco's does.

24 MR. RIDENOUR: So it would extend basically

1 the same then?

2 MS. ZUBKO: Correct.

3 COMMISSION LEMBERG: Any other questions?

4 Is petitioner here this evening?

5 MR. CHOPRA: Yes.

6 COMMISSIONER LEMBERG: Could you raise your  
7 right hand and be sworn in, please.

8 (Witness sworn.)

9 COMMISSIONER LEMBERG: Could you state your  
10 name and address, please.

11 MR. CHOPRA: Rakesh Chopra.

12 COMMISSIONER LEMBERG: Is there anything you  
13 would like to add to the staff's report?

14 MR. CHOPRA: No. Whatever they said is okay.  
15 This is fine.

16 COMMISSION LEMBERG: Everything is fine with  
17 that. Okay.

18 At this time I would like to open it up to  
19 the public. Is there anyone here that would like  
20 to have a comment, question, statement, anything?  
21 Anyone in the public at all?

22 Okay. Close this portion of the public  
23 hearing.

24 Staff have any further questions?

1 Questions. Comments.

2 MS. NEGELE: No.

3 COMMISSION LEMBERG: We will be looking for a  
4 motion for a recommendation for special use for  
5 serving beer and wine as requested and the  
6 following conditions and findings of fact.

7 MS. NEGELE: So moved.

8 MR. MIASO: Second.

9 COMMISSION LEMBERG: Any further discussion?

10 Secretary call the roll.

11 MS. GRILL: Mark Hopkins.

12 MR. M. HOPKINS: Yes.

13 MS. GRILL: Tim Ridenour.

14 MR. RIDENOUR: Yes.

15 MS. GRILL: John Miaso.

16 MR. MIASO: Yes.

17 MS. GRILL: Diane Negele.

18 MS. NEGELE: Yes.

19 MS. GRILL: Jack Allen.

20 MR. ALLEN: Yes.

21 MS. GRILL: Tom Connor.

22 MR. CONNOR: Yes.

23 COMMISSION LEMBERG: Good luck.

24 MR. CHOPRA: Thank you.

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

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ALLOW  
FOR THE SERVING OF BEER AND WINE AT D^LICIOUS CREPES AND ROTI**

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**WHEREAS**, Rakesh “Sunny” Chopra, Sunny Chopra Group, Inc. d/b/a D^Licious Crepes and Roti (the “Petitioner”) has filed a petition for a Special Use Permit to serve beer and wine for the property located at 225 S. Main Street, Bartlett, Illinois, for their patrons inside and outside in the Town Center, and which property is legally described as follows:

**LOT 4 IN BARTLETT TOWN CENTER SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, AND PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, BOTH IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**PERMANENT INDEX NUMBER: 06-34-410-014.**

(the “Subject Property”) and which property is zoned PD, Planned Development; and

**WHEREAS**, the owner of the Town Center, Bartlett Commercial, LLC, in which the Subject Property is located, has consented to the Petitioner’s request to serve beer and wine on the Subject Property; and

**WHEREAS**, the Bartlett Plan Commission conducted a public hearing on the Petitioner’s request for a Special Use Permit to serve beer and wine on the Subject Property for their patrons inside and outside on July 14, 2016 with respect to said petition (Case #16-06) and has recommended to the corporate authorities that the Special Use Permit be granted based upon the findings of fact and subject to the conditions outlined in their report; and

**WHEREAS**, the corporate authorities have determined that it is in the public interest to grant the Special Use Permit to serve beer and wine for their patrons inside and outside as recommended by the Plan Commission;

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

**SECTION ONE:** The corporate authorities do hereby make the following findings of fact pertaining to the Petitioner's Special Use Permit request:

1. The proposed use of serving beer and wine at D<sup>A</sup>Licious located in the Town Center is desirable and will provide a service and facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
2. That this use will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
3. That the special use shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulation and conditions made a part of the authorization granted by the village board of trustees.

**SECTION TWO:** That a Special Use Permit to serve beer and wine on the Subject Property for their patrons inside and outside is hereby granted subject to the conditions set forth in Section Three of this Ordinance.

**SECTION THREE:** That the Special Use Permit granted in Section Two of this Ordinance is subject to the following conditions:

- a. The petitioner shall obtain all required building permits; and
- b. The petitioner shall obtain a Class B liquor license; and
- c. The outdoor fence must be installed prior to the issuance of a liquor license; and

**SECTION FOUR:** The violation of any of the above conditions shall be cause for the revocation of the Special Use Permit herein granted.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**PASSED: August 16, 2016**

**APPROVED: August 16, 2016**

**ATTEST:**

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

\_\_\_\_\_  
**Lorna Giless, 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 Ordinance 2016-\_\_\_\_ enacted on August 16, 2016 and approved on August 16, 2016, as the same appears from the official records of the Village of Bartlett.

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Lorna Giles, Village Clerk

Rakesh Chopra

D^licious crepes and roti

225 S Main Street,

Bartlett, IL. 60103

630-855-3246

[Sunnychopragroup1@gmail.com](mailto:Sunnychopragroup1@gmail.com)

June 10, 2016

Village of Bartlett,

Request for Special Use Permit,

228 S Main Street,

Bartlett, IL 60103

Dear President and Board of Trustees:

D^licious Crepes and Roti (DCR) is locally owned and operated by Rakesh Chopra, resident of Bartlett since 1997 with over 30 years of experience in the restaurant and bar industry. DCR is looking to introduce and serve Beer and Wine to compliment both French and Indian Cuisines being presently served at our well known 5 Star rated establishment.

Our valued guests at DCR have been asking us to carry a unique variety of Beers and Wines for an experience not to be found at any restaurants in Bartlett. They would like to sip on these beverages, enjoying the cool summer breeze while sitting on the Brick front patio of our Caf /Bistro right in the heart of Downtown Bartlett.

We, at DCR would like to take this opportunity and request for permission for Special Use Permit to be approved at your earliest convenience, so, our guests can enjoy this benefit before it starts to get Chilly.

Thank you, Kindly

Regards

Rakesh Chopra

Owner/Operator

D^licious Crepes and Roti



VILLAGE OF BARTLETT  
SPECIAL USE PERMIT APPLICATION

For Office Use Only
Case # _____
<i>(Village Stamp)</i>

PROJECT NAME OLR Liquor Lic

PETITIONER INFORMATION (PRIMARY CONTACT)

Name: Rakesh Chopra

Street Address: 225 S. Main St.

City, State: Bartlett, IL Zip Code: 60103

Email Address: Sunny Chopra 2012@gmail.com Phone Number: 868-364-9708

Preferred Method to be contacted (Please Circle): Phone/Email

PROPERTY OWNER INFORMATION

Name: Bartlett Commercial, LLC.

Street Address: 120 S. Riverdale Plaza #1200

City, State: Chicago, IL Zip Code: 60606

Phone Number: 847-721-4003

OWNER'S SIGNATURE: M.M. Manager Date: 5/23/16

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

SPECIAL USE PERMIT REQUESTED (Please describe i.e. liquor sales, outdoor seating, etc.)

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**PROPERTY INFORMATION**

**Common Address/General Location of Property:** 225 S. Main St. Bartlett, IL 60015

**Property Index Number ("Tax PIN"/"Parcel ID"):** 06-34-410-014

**Acreage:** \_\_\_\_\_

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

**Land Use:** (Commercial)  
Village Center Mixed Use

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

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

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

**Engineer** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## FINDINGS OF FACT FOR SPECIAL USES

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

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

1. That the proposed use at that particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.

Many Customers has been inquiring if they(DCR) will sell beer and wine.

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

fits in with other uses in the Building.

3. That the special use shall conform to the regulations and conditions specified in this Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.

We are aware of the specific hours of operation of serving the liquor and we will obey the rules and regulation for such use. We are preparing the application for Liquor License.

**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: x Rakesh Chopra

PRINT NAME: Rakesh Chopra

DATE: 5/23/16

**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: Rakesh Chopra

ADDRESS: 225 S. Main St.  
Bartlett, IL 60103

PHONE NUMBER: 808 - 364 - 9708

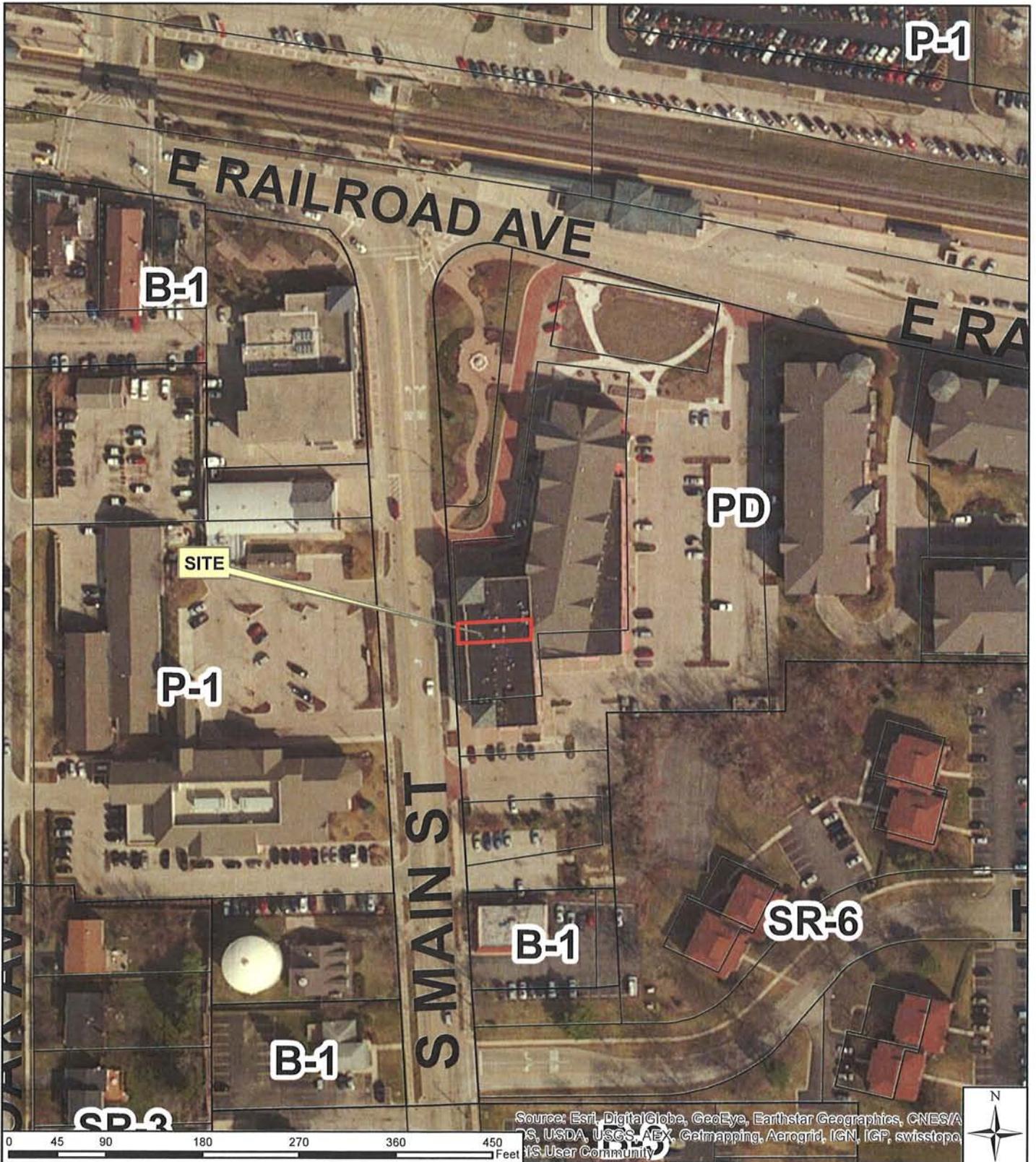
EMAIL: Sunny Chopra 2012@gmail.com

SIGNATURE: x Rakesh Chopra

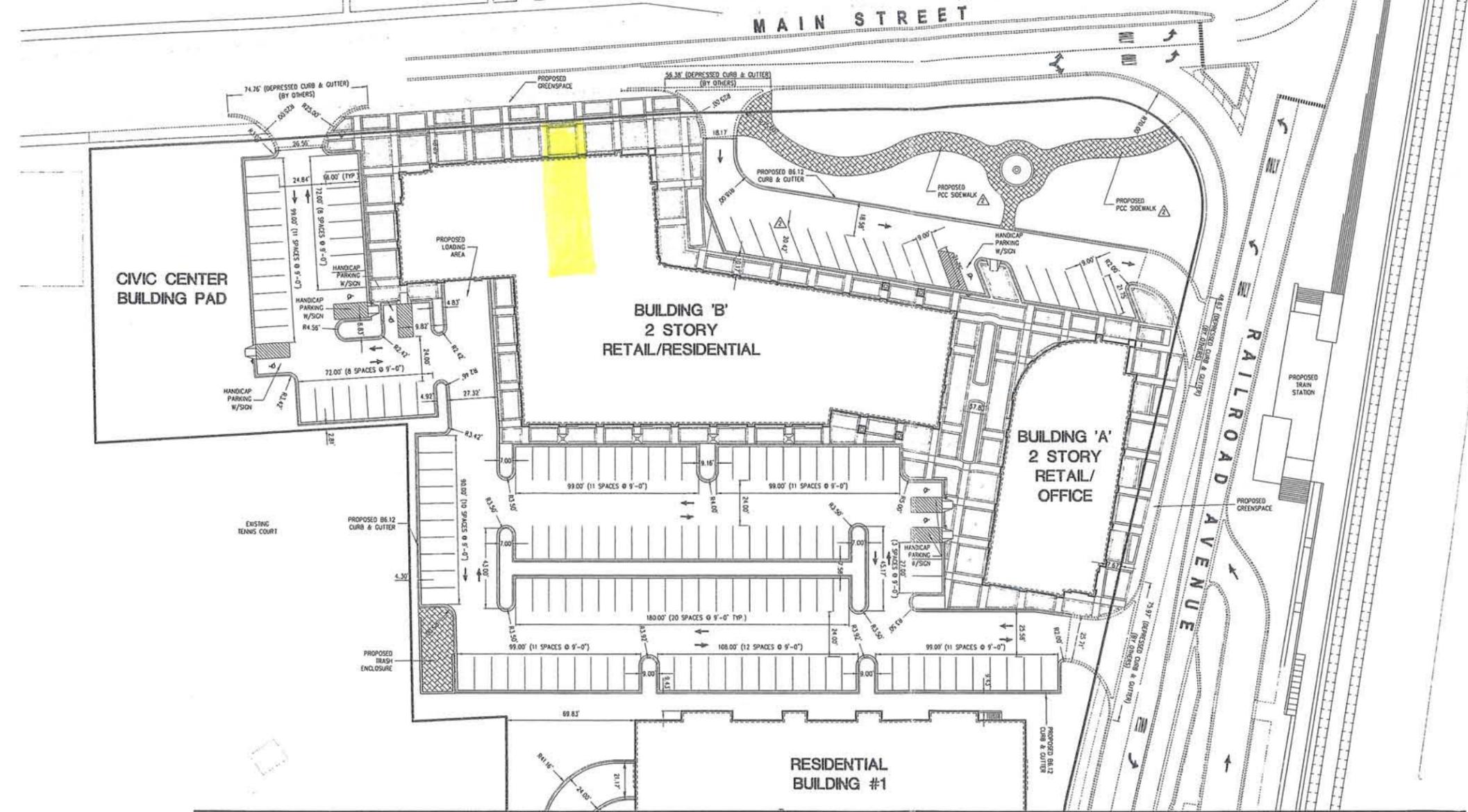
DATE: 5/23/16

# ZONING/LOCATION MAP

D^Licious Crêpes & Rôti  
225 S. Main St.  
PIN 06-34-410-018



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus, USDA, USGS, AeroGRID, IGN, IGP, swisstopo, etc. User Community



AREA CALCULATIONS FOR RETAIL/RESIDENTIAL BUILDINGS:	
BUILDING 'A' 2 STORY RETAIL/OFFICE BUILDING	18,740 GSF
CUSTOMER FLOOR AREA (1ST FLR)	6,442 GSF
CUSTOMER FLOOR AREA (2ND FLR)	6,595 GSF
BUILDING 'B' 2 STORY RETAIL/RESIDENTIAL BUILDING	59,342 GSF
CUSTOMER FLOOR AREA (1ST FLR)	22,654 GSF
RESIDENTIAL FLOOR AREA (1ST FLR)	1,500 GSF
RESIDENTIAL FLOOR AREA (2ND FLR)	26,038 GSF
RESIDENTIAL FLOOR AREA (MEZZANINE)	430 GSF
RESIDENTIAL FLOOR AREA (ATTIC SPACE W/ >= 7'-6" HEADROOM)	3,056 GSF
RESIDENTIAL FLOOR AREA (BLDG 'B')	31,024 GSF
AREA CALCULATIONS FOR ENTIRE PROJECT:	
SITE AREA	342,381 GSF
TOTAL CUSTOMER FLOOR AREA (BUILDINGS 'A' AND 'B')	35,691 GSF
TOTAL RESIDENTIAL AREA (BUILDINGS 'B' AND 1-5)	427,634 GSF
TOTAL PROJECT AREA (BUILDINGS A, B, AND 1-5)	474,692 GSF
FAR (BUILDINGS A, B, AND 1-5 VS. SITE AREA)	1.386
BUILDING COVERAGE (BUILDINGS A, B, AND 1-5)	135,033 GSF

PARKING CALCULATIONS:	
RETAIL AND RESIDENTIAL AREA (BUILDINGS 'A' AND 'B') SURFACE PARKING	
TOTAL NUMBER OF PARKING SPACES	161 SPACES
NUMBER OF HANDICAP ACCESSIBLE SPACES	6 SPACES
TYPICAL PARKING SPACE SIZE	9'W x 18'D
TYPICAL HANDICAP PARKING SPACE SIZE (INCLUDING LOADING ZONE)	18'W x 18'D

**RECEIVED  
COMMUNITY DEVELOPMENT**

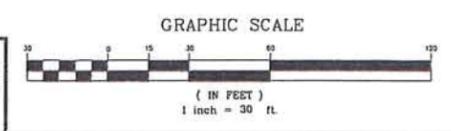
**APR - 4 2008**

**VILLAGE OF  
BARTLETT**

- NOTES:
1. ALL DIMENSIONS ARE TO BACK OF CURB OR LOT CORNER, UNLESS OTHERWISE NOTED.
  2. FOR ACCURATE BOUNDARY INFORMATION, SEE FINAL SUBDIVISION PLAT.
  3. ALL PROPOSED STRIPING (IN PARKING AREAS) SHALL BE 4 INCH WIDE YELLOW PAINT.
  4. ALL PROPOSED CURB SHOWN HEREON IS 06.12 CURB AND CUTTER, UNLESS OTHERWISE NOTED.
  5. BUILDING ENVELOPES SHOWN AS REFERENCE FOR FINAL PLAT OF SUBDIVISION PREPARED BY PAVA-MARTING COMPANY, INC. (PMC). FOR FURTHER INFORMATION, REFER TO THE FINAL PLAT PREPARED BY PMC.

**04-26-2006 ISSUE FOR FULL BUILDING PERMIT**

- CONCRETE SIDEWALK PAVING
- EXISTING SIDEWALK (PREVIOUSLY INSTALLED BY VILLAGE OF BARTLETT)
- EXISTING DRIVEWAY ENTRANCE (PREVIOUSLY INSTALLED BY VILLAGE OF BARTLETT)
- SIDEWALK IMPROVEMENTS FOR METRA PROJECT (BY OTHERS)



© Copyright, 2003 C. M. Lavoie & Associates, Inc. These plans are protected under the copyright laws of the United States and foreign countries, and are to be used only for the construction and/or repair of the Site Improvements as defined in the contract between the Engineer and the Owner. Any use of these plans, including details and specifications, to construct and/or repair additional items not described in these plans, constitutes a violation of the Engineer's copyright of these plans and is prohibited.

SEE SHEET 7 OF 12

- △ REVISED PLANS PER SITE PLAN REVISIONS RECEIVED PER PAVA-MARTING FAX DATED 07-22-03 AND REVIEW COMMENTS FROM VILLAGE OF BARTLETT DATED JULY 25, 2003.
  1. REVISED SHADING PATTERNS ON PLAN AND LEGEND TO BE MORE LEGIBLE AND TO DENOTE VILLAGE OF BARTLETT SCOPE OF WORK AS EXISTING.
  2. REVISED NOTES PERTAINING TO GEOMETRIC PLAN ONLY.
  3. ADDED AREA AND PARKING CALCULATIONS TABLE.
  4. ADDED HANDICAP PARKING STRIPING.
- △ REVISED PLANS PER W/HD LETTER DATED JULY 19, 2004. 1. NO REVISIONS THIS SHEET.
- △ REVISED PLANS PER W/HD LETTER DATED AUGUST 25, 2004. 1. NO REVISIONS THIS SHEET.
- △ REVISED PLANS PER SCB DESIGN E-MAIL DATED 11-10-04. 1. NO REVISIONS THIS SHEET.
- △ REVISED PLANS PER NEW ENGLAND BUILDERS MEMORANDUM DATED 01-05-05. 1. NO REVISIONS THIS SHEET.
- △ REVISED PLANS PER CLIENT REQUEST ON 08-19-05. 1. NO REVISIONS THIS SHEET.
- △ REVISED PLANS PER SCB DESIGN E-MAIL DATED 09-28-05. 1. NO REVISIONS THIS SHEET.
- △ REVISED PLANS PER SCB DESIGN E-MAIL DATED 11-10-05. 1. NO REVISIONS THIS SHEET.
- △ REVISED PLANS PER SITE PLAN REVISIONS RECEIVED PER SOLOMON CORDELL BUENZ & ASSOCIATES FAX DATED 09-10-03.
  1. REVISED WALKWAY LOCATED EITHER SIDE OF THE FOUNTAIN.
  2. ADDED RIGHT ANGLE DISTANCE AT THE PARKING LOCATED WEST SIDE OF THE COMMERCIAL BUILDING.
- △ REVISED PLANS PER SOLOMON CORDELL BUENZ & ASSOCIATES E-MAIL DATED 09-25-03. 1. NO REVISIONS THIS SHEET.
- △ REVISED PLANS PER PHONE CONVERSATION WITH TOWN OF BARTLETT FIRE DEPARTMENT DATED OCTOBER 7, 2003. 1. NO REVISIONS THIS SHEET.
- △ REVISED PLANS PER FAX RECEIVED FROM CLIENT DATED JANUARY 7, 2004. 1. NO REVISIONS THIS SHEET.
- △ REVISED PLANS PER FAX RECEIVED FROM SOLOMON CORDELL BUENZ & ASSOCIATES INC. DATED APRIL 6, 2004. 1. NO REVISIONS THIS SHEET.
- △ REVISED PLANS PER MEETING AT VILLAGE OF BARTLETT JUNE 9, 2004. 1. NO REVISIONS THIS SHEET.

**BARTLETT TOWN CENTER**  
SOUTHEAST CORNER OF MAIN STREET AND RAILROAD STREET  
BARTLETT, ILLINOIS

DRAWN BY: RAR		CHECKED BY: MDC	
SCALE: 1"=30'		DATE: 08-28-03	
JOB NUMBER: 03-113		SHEET: 6 OF 12	
Consulting Civil Engineering Land Planning & Surveying 633 Rogers Street Downers Grove, Illinois 60515 voice 630-434-2780 fax 630-434-2781			
#	DATE	DESCRIPTION	
1	08-14-03	PER VILLAGE REVIEW COMMENTS	
2	09-15-03	PER VILLAGE REVIEW COMMENTS	
3	10-02-03	ISSUE FOR PERMIT	
4	10-07-03	PER VILLAGE REQUIREMENTS	
5	01-07-04	PER CLIENT	
6	04-14-04	PER CLIENT	
7	06-10-04	PER W/HD SUBMITTAL	
8	07-26-04	PER W/HD REVIEW	

**C.M. Lavoie & Associates, Inc.**



RESOLUTION 2016 - \_\_\_\_

**A RESOLUTION APPROVING AND DIRECTING THE EXECUTION OF THE  
PUBLIC IMPROVEMENTS COMPLETION AGREEMENT FOR THE BARTLETT  
RIDGE SUBDIVISION**

---

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

**SECTION ONE:** That the Public Improvements Completion Agreement dated as of August 16, 2016 between the Village of Bartlett and William Ryan Homes, Inc. pertaining to the Bartlett Ridge Subdivision, a copy of which is appended hereto and expressly incorporated herein by this reference (the "Agreement"), is hereby approved.

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

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED** August 16, 2016.

**APPROVED** August 16, 2016.

---

Kevin Wallace, Village President

**ATTEST:**

---

Lorna Giless, Village Clerk

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2016 - \_\_\_\_, enacted on August 16, 2016, and approved on August 16, 2016, as the same appears from the official records of the Village of Bartlett.

---

Lorna Giless, Village Clerk

## PUBLIC IMPROVEMENTS COMPLETION AGREEMENT

This Agreement is entered into \_\_\_\_\_, 2016, by and among \_\_\_\_\_, Inc., an Illinois corporation, which is the owner, developer and Contractor of the Property (the "Owner/Developer") and the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois ("the Village").

### RECITALS:

a. The Owner/Developer is the owner of the real estate located in the Village legally described on Exhibit A appended hereto and made part hereof (the "Property").

b. The Owner/Developer has applied for approval of a final planned unit development plan (the "PUD Plan") for the Property to be known as Bartlett Ridge (the "PUD").

c. The Owner/Developer has submitted to the Village for its approval the engineering plans and specifications for the on-site and any off-site public improvements for the subdivision, including, but not limited to, site grading and erosion control, water distribution system, sanitary sewer system, storm water management and storm sewer system, street system, street lights, sidewalks, bicycle paths, driveway approaches, landscaping and tree planting (the "Public Improvements") for the PUD prepared by Cemcon, Ltd dated August 11, 2015 last revised April 22, 2016 (the "Plans") and the Village Engineer has approved the Plans.

d. The Owner/Developer will act as general contractor to construct and install the Public Improvements and will hire various subcontractors and material suppliers to furnish labor and material in connection with the Public Improvements.

e. The Village is willing to execute the plat of subdivision and approve the PUD Plan only upon the condition that the Owner/Developer agrees to cause the Public Improvements for such PUD to be installed and completed in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and the Bartlett Subdivision & PUD Ordinance (the "Subdivision Ordinance"), will be fully paid for, and will be maintained by the Developer for a period of from 20 months after their completion ("Maintenance Period"), and such obligations, and those set forth herein, and/or in the Ordinances of the Village, will be properly secured.

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

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

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

3. Completion Dates. The discreet components of the Public Improvements are:

- (i) Site grading, including grading of rights-of-way, detention basins and/or retention ponds, lots and open space areas,
- (ii) Underground improvements, including water mains, vaults and valve vaults, sanitary sewer mains and manholes and any required force main,
- (iii) Storm water facilities, including underground items, detention items, wetland/riparian areas and erosion control,
- (iv) Curbs and street base, including "first lift" of pavement,
- (v) Street lighting,
- (vi) Sidewalks and bicycle paths,
- (vii) Parkway and open space restoration (including removal of all material, overburden and soil stock piles, and repairs to catch basins, manholes and other

structures located in parkways and open space areas), landscaping, sidewalks and street lights, and

(viii) Final street surface ("second lift"), including necessary repairs to street base "first lift", catch basins, manholes and other structures located between curb lines.

These components shall be completed as follows:

(i) Work will begin in August or September, 2016.

(ii) All work, including specifically and without limitation, parkway and open space restoration (including removal of all material, overburden and soil stock piles, and repairs to catch basins, manholes and other structures located in parkways and open space areas), landscaping, sidewalks and street lights will be completed by July 2018, provided however that the second lift, including necessary repairs to street base "first lift", catch basins, manholes and other structures located between curb lines shall be completed within 2 months after the issuance of an occupancy permit for the last home, weather permitting.

(iii) Development is dependent on many factors, including market forces, weather and force majeure. The Village agrees to extend the completion dates above for up to 6 months in the event such factors adversely impact development

Notwithstanding anything to the contrary herein (including without limitation, Section 6), the Village shall complete all action necessary to accept the Public Improvements within 30 days after the Completions Date, provided that the Owner/Developer has delivered to the Village all necessary documentation as specified in Section 11-9-8 of the Village Code and as provided herein. Any reference to completion of the Public Improvements for the purpose of releasing security shall mean all such Public Improvements with the exclusion of the second lift, provided however that 115% of the cost of the second lift shall be held in Escrow with any Maintenance Security.

4. The Owner and Developer further agree to furnish and cause to be maintained at all times, required construction security to guaranty the completion of, payment for, and maintenance of, the Public Improvements and as security for its obligations hereunder and under the Subdivision Ordinance as follows:

For completion and payment for Public Improvements, the amount of \$1,915,600 ("Penal Sum") (The amount of the maintenance security is described below.)

Such construction security shall be in one (1) of the following forms: (i) a (1) Subdivision Performance Bond, and (2) a Subdivision Labor and Material Payment Bond, hereinafter sometimes collectively referred to as "Performance and Payment Bonds"; or (ii) a Standby Letter of Credit (Performance and Payment), hereinafter

sometimes referred to as a "Performance and Payment Letter of Credit", or (iii) a cash bond held pursuant to an Irrevocable Cash Deposit Agreement, hereinafter sometimes referred to as a "Cash Bond", each in form as set forth in the Subdivision Ordinance, except for such deviations and modifications therefrom as approved by the Village Attorney.

The Owner/Developer shall also furnish performance and payment security for the completion of the buffer mitigation requirements imposed by the Village, Cook County, the U.S. Army Corps of Engineers ("USACE"), and/or other governmental entities with jurisdiction over any wetlands, wetland buffer or other buffering requirements in connection with Lot 49. Said security may be combined with the construction and maintenance security provided pursuant to paragraph 4 of this Agreement or may be secured by a separate surety bond, letter of credit, or cash bond in form approved by the Village Attorney. The amount of such security or the amount by which the penal sum would be increased by, if combined, shall be based on actual contracts for such work, or if none, then on the engineer's estimate of the cost to complete the buffer mitigation requirements.

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

6. Construction and Maintenance Security. Notwithstanding any other provision of this Agreement, the following provisions shall control over any contrary terms:

a. Where reference is made herein to security for the installation of Public Improvements in the form of an instrument, cash or other property, which is to be held in escrow ("Escrow"), it shall mean that the Village holds the instrument, cash or other property for the benefit of the Village, the issuer and Owner/Developer according to the terms hereof. Such security is to be returned to the issuer and Owner/Developer, as applicable, upon completion and acceptance of the Public Improvements and the Village has not drawn on any such instrument, cash or other property in accordance with the terms of this Agreement. Upon draw of the funds represented by the security under this section 6, the Village shall have the right to remove the proceeds from the Escrow to its own segregated account and apply such proceeds as described in this Section 6. When the security amount is required to be increased, it shall be placed in and removed from the

Escrow as described above.

b. Whenever there is a replacement instrument, cash or other property; an exchange of one type of instrument, cash or other property for another (as described in the next paragraph); or a deposit of maintenance security while the initial security is still held in Escrow, the replacement, exchange or maintenance security shall first be deposited in the Escrow but the Village, Owner/Developer and issuer agree that such replacement, exchange or maintenance security becomes effective only at the moment the initial security is released. This serves to avoid the Owner/Developer having two forms of security, and therefore two credit facilities outstanding for the combined amounts of the initial security and the replacement, exchange or maintenance security, while still insuring that the Village at all times has adequate and agreed upon security in place. The parties may execute separate Escrow instructions for this purpose.

#### A. Surety Bonds.

The Owner/Developer elects to initially proceed with surety bonds in lieu of a Letter of Credit or Cash Bond, but reserves the right to replace the Surety Bonds (defined below) with such other forms of security following the procedures described sections 6B and 6C below.

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

ii. Maintenance Bonds. Prior to the acceptance by the Village of the Public Improvements pursuant to this Agreement and the Subdivision Ordinance, the Owner/Developer shall post a Maintenance Bond in the amount which, at Owner/Developer's election is 15% of actual total cost of the Public Improvements based on contracts on file with the Village Clerk, or 15% of the original Penal Sum on the Subdivision Performance Bond (the "Maintenance Amount"), as security for the performance of the Owner's/Developer's maintenance obligations under this Agreement and the Subdivision Ordinance. The Maintenance Bond shall be held by the Village in Escrow until the date that is the end of the Maintenance Period, provided however, such period shall be extended for one (1) year after the proper correction of any defect or deficiency in the Public Improvements of which defect or deficiency the Village notifies the Developer within the Maintenance Period, but the amount of the bond for such extension period shall be reduced to 115% of the actual cost to correct such defect or deficiency. If the Village is required to draw, make a claim on, and/or bring suit to collect on the Maintenance Bond by reason of

the Owner's/Developer's failure to fulfill its maintenance obligations under this Agreement and/or the Subdivision Bond and the amount of the bond is insufficient to complete repairs or remedy defects, the Owner/Developer shall immediately increase the amount of the bond to pay the full cost thereof. If the Owner/Developer is unable to do this, the Owner/Developer shall remain liable to the Village for the deficiency and the Village shall otherwise have the remedies provided herein.

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

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

and

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

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

(2) "The Surety shall pay a sum of money to the obligee, up to the

Penal Sum of the bond, that represents the reasonable cost to complete the work that exceeds the unpaid balance of the contract sum.

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

Each Surety Bond shall (a) be construed under the laws of Illinois, (b) provide for exclusive jurisdiction in the circuit courts of Illinois and venue in the Circuit Court for the 18<sup>th</sup> Judicial Circuit of DuPage County, Illinois, and (c) if any time it will expire within 60 days or any lesser number of days, and if it has not been renewed, or if it has not been replaced by a suitable Surety Bond from a different surety company meeting the minimum requirements set forth in paragraph 6.a.iii., and if any applicable obligation of the Owner/Developer for which it is security remains uncompleted or unsatisfactory to the Village, then the Village may, without notice and without being required to take any further action of any nature whatsoever, make a demand on the Subdivision Performance Bond and file suit on said Bond, and thereafter either hold all damages awarded or proceeds paid as security for the satisfactory completion of the obligations or employ the proceeds to complete the obligations and reimburse the Village for any and all costs and expenses, including without limitation legal fees and administrative costs incurred by the Village, as the Village shall determine, and thereafter use the remaining proceeds, if any, for the payment of subcontractors and/or material suppliers that have furnished labor and/or materials for the Public Improvements that have timely filed and perfected their respective lien rights under Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) (if applicable) and under the Public Construction Bond Act (30 ILCS 550/ *et seq.*) and that have not collected under the Subdivision Payment Bond. The aggregate amount of the Subdivision Performance Bond and Subdivision Labor and Material Payment bond may only be reduced to reflect a reduction in the total amount of the deposit required pursuant to paragraph 4 of this Agreement in the amount allocated as the Penal Sum for the work covered by the reduction. No Surety Bond shall be released until the Public Improvement work is satisfactorily completed and all of the Owner's/Developer's obligations under this Agreement, the Subdivision Ordinance and Ordinance 2016-42 "An Ordinance Approving of an Amended Preliminary/Final PUD Plan, Approving the Preliminary/Final Plat of Subdivision and Granting Special Use Permits for an

Amended Planned Unit Development and Wetland Mitigation for the Bartlett Ridge Subdivision" (collectively, the "Village Approvals") have been satisfied, and the corporate authorities of the Village have passed an ordinance accepting the Public Improvements for the Subdivision, but not less than thirty (30) days after the Completion Date and satisfaction of all of the Owner/Developer's obligations. Further, none of the Surety Bonds shall be released unless and until the Owner/Developer has presented to the Village Attorney owner's sworn statements, contractors' sworn statements, and final waivers of lien, as may be appropriate, and any additional documentation that the Village Attorney may reasonably request to demonstrate full payment of the Public Improvements and full payment to all contractors, subcontractors, and material suppliers performing such work or furnishing such materials.

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

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

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

#### B. Letters of Credit.

i. The Performance and Payment Letter of Credit shall be maintained and renewed by the Owner/Developer and shall be held in Escrow until acceptance of the Public Improvements. Within ten (10) days after said acceptance of the Public Improvements by the Corporate Authorities the Village shall release the Performance and Payment Letter of Credit.

ii. Maintenance Letter of Credit. Prior to any required acceptance by the Village of the Public Improvements pursuant to this Agreement and the Subdivision Ordinance and release of the Performance and Payment Letter of Credit, the Owner/Developer shall post a new standby letter of credit in form and amount preapproved by the Village Attorney which at Owner/Developer's election, is 15% of actual total cost of the Public Improvements based on contracts on file with the Village Clerk, or 15% of the original Payment and Performance Letter of Credit amount ("LOC Maintenance Amount"), as security for the performance of the Owner's/Developer's maintenance obligations under this Agreement and the Subdivision Ordinance (the "Maintenance Letter of Credit"). The Maintenance Letter of Credit shall be held in Escrow until the date that is the end of the Maintenance Period, provided however, such period shall be extended for one (1) year after the proper correction of any defect or deficiency in the Public Improvements, of which defect or deficiency the Village notifies the Developer within the Maintenance Period, but the amount of the bond for such extension period shall be reduced to 115% of the actual cost to correct such defect or deficiency. If the Village is required to draw, make a claim on and/or to bring suit to collect on the Maintenance Bond by reason of the Owner's/Developer's failure to fulfill its maintenance obligations under this Agreement and/or the Maintenance Letter of Credit and the amount of the Maintenance Letter of Credit is insufficient to complete repairs or remedy defects, the Owner/Developer shall immediately increase the amount of the Maintenance Letter of Credit to pay the full cost thereof. If the Owner/Developer is unable to do this, the Owner/Developer shall remain liable to the Village for the deficiency and the Village shall otherwise have the remedies provided herein.

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

any draw on it by the Village, (c) shall not allow for any right of set off by the issuer thereof as to any amounts due from the Owner/Developer to the issuer, (d) shall be construed under the laws of Illinois, and (e) if at any time it will expire within 60 days or any lesser number of days, and if it has not been renewed, or if it has not been replaced by a suitable Standby Letter of Credit from a different issuer meeting the minimum requirements set forth in Section 11-9-9:A.3 of the Subdivision Ordinance, and if any applicable obligation of the Owner/Developer for which it is security remains uncompleted or unsatisfactory to the Village, then the Village may, without notice and without being required to take any further action of any nature whatsoever, (i) call and draw down the letter of credit and thereafter either hold all proceeds as security for the satisfactory completion of the obligations or employ the proceeds to complete the obligations and reimburse the Village for any and all costs and expenses, including without limitation legal fees and administrative costs incurred by the Village, as the Village shall determine, and thereafter use the remaining proceeds, if any (ii) for the payment of subcontractors and/or material suppliers that have furnished labor and/or materials for the Public Improvements that have timely filed and perfected their respective lien rights under Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) (if applicable) and under the Public Construction Bond Act (30 ILCS 550/et seq.). The aggregate amount of the letter of credit may be reduced only for completed categories of the Public Improvements work as those categories and time schedule are described in subparagraphs (i) through (viii) inclusive of paragraph 3 of this Agreement, but only after joint direction by the Developer and the Village, either to reflect a reduction in the total amount of the deposit required pursuant to paragraph 4 of this Agreement to 110% of the bid amount based on executed contracts on file with the Village Clerk, or to reimburse the Owner/Developer for payment of Public Improvement work satisfactorily completed, but in no event shall any such reduction cause remaining balance of the Performance and Payment Letter of Credit be reduced below 115% of the amount certified by a licensed engineer retained by the Developer as to the value of the remaining work as confirmed by the Village Engineer, and in no event below the LOC Maintenance Amount, and further provided that all work that has been completed for which a reduction is sought has been fully paid for based on said engineer's review of owner's sworn statement(s), general contractor's sworn statement(s) and applicable lien waivers, or have been paid through a construction escrow established at an Illinois title company, with copies of interim endorsements issued by the title company and supporting documents furnished to the Village. No reduction for payment of Public Improvement work satisfactorily completed shall be allowed, except after presentation by the Owner/Developer to the Village Attorney of proper owner's sworn statements, contractors' sworn statements, partial or final waivers of lien, as may be appropriate, and any additional documentation that the Village Attorney may reasonably request to demonstrate satisfactory completion of the Public Improvement(s) in question and full payment therefor of all contractors, subcontractors, and material suppliers performing such work or furnishing such materials. The Maintenance Letter of Credit shall not be reduced by reason of any cost incurred by the Owner/Developer to satisfy its obligations under this Agreement.

iv. Replenishment of Letters of Credit. If at any time the Village determines that the Performance and Payment Letter of Credit is not, or may not be, sufficient to pay in full the remaining unpaid cost of all Public Improvements and all unpaid Village fees, or that the funds remaining in the Maintenance Letter of Credit are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Public Improvements, then, within ten days after a demand by the Village, the Owner/Developer shall cause the issuer to increase the amount of the appropriate letter of credit to an amount determined by

the Village to be sufficient to cover said deficiency and pay the unpaid costs and fees, or shall deposit said sum with the Village pursuant to an Irrevocable Cash Deposit agreement in form as set forth in the Subdivision Ordinance, otherwise the Village may draw down the entire remaining balance of the applicable letters of credit and pursue any deficiency from such Owner/Developer.

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

#### C. Cash Bonds.

i. A cash bond paid by the Owner/Developer pursuant to an Irrevocable Cash Deposit Agreement shall be held by the Village Treasurer in Escrow by the Village to guaranty the Owner's/Developer's obligations under this Agreement, the Subdivision Ordinance, and the Village Approvals, including the Owner's/ Developer's Maintenance Obligations. Upon satisfaction of the Owner's/ Developer's other obligations required for acceptance of the Public Improvements by the Corporate Authorities under the Subdivision Ordinance, the Cash Bond may be reduced to an amount which, at Owner/Developer's election, is 15% of the actual total cost of the Public Improvements based on contracts on file with the Village Clerk, or 15% of the original Cash Bond amount (alternatively the "Cash Bond Maintenance Amount") as security for the performance of the Owner's/Developer's maintenance obligations under this Agreement and the Subdivision Ordinance (the "Maintenance Cash Bond"). The Maintenance Cash Bond shall continue to be held by the Village in Escrow until the last to occur of (a) the date that is the end of the Maintenance Period set forth in this Agreement, or (b) the date that is one (1) year after the proper correction of any defect or deficiency in the Public Improvements, of which defect or deficiency the Village notifies the Developer within the Maintenance Period, but the amount held for such extended period shall be reduced to 115% of the actual cost or contracted cost to correct such defect or

deficiency. If the Village is required to draw on the Maintenance Cash Bond by reason of the Owner's/Developer's failure to fulfill its obligations under this Agreement, then the Owner/Developer shall within ten (10) days thereafter cause the Maintenance Cash Bond to be increased to its full original amount. In the event the Owner/Developer has posted a Cash Bond and the Owner/Developer, fails to perform its obligations under this Agreement, the Subdivision Ordinance and the Village Approvals, or under any of them, the Village shall provide a notice of such default to the Owner/Developer, and the Owner/Developer shall have thirty (30) days (the "Cure Period") to cure any such default. In the event any and all defaults set forth in the notice of default are not cured within the Cure Period, the Village may use the funds held pursuant to the Irrevocable Cash Deposit Agreement to pay for the completion and maintenance of the Public Improvements, and after completion thereof, for the payment of labor and material provided by contractors other than the Developer, subcontractors and material suppliers with respect to the Public Improvements.

ii. Form of Cash Bond. The Cash Bond shall be paid and held pursuant to the terms of the Irrevocable Cash Deposit Agreement shall be in a form prescribed in the Subdivision Ordinance except for such deviations and modifications therefrom that are satisfactory to the Village Attorney. The Cash Bond (a) shall be irrevocably pledged as security to the Village to secure the Owner's/Developer's joint and several obligations and shall not be cancelled or subject to withdrawal without the prior consent of the Village, (b) shall not require the consent of the Owner/Developer prior to any draw on it by the Village, (c) shall not be subject to claims of any creditor of the Owner/Developer or either of them, or to levy, garnishment or hypothecation. If any applicable obligation of the Owner/Developer for which it is security remains uncompleted or unsatisfactory to the Village, then the Village may, without notice other than the notice of default and without being required to take any further action of any nature whatsoever, (i) draw down the cash bond and use the proceeds as security for the satisfactory completion of the obligations or employ the proceeds to complete the obligations and reimburse the Village for any and all costs and expenses, including without limitation legal fees and administrative costs incurred by the Village, as the Village shall determine, and thereafter use the remaining proceeds, if any (ii) for the payment of contractors other than the Developer, subcontractors and/or material suppliers that have furnished labor and/or materials for the Public Improvements that have timely filed and perfected their respective lien rights under the Public Construction Bond Act (30 ILCS 550/et seq;.). The aggregate amount of the Cash Bond may be reduced only for completed categories of the Public Improvements work as those categories and time schedule are described in subparagraphs (i) through (viii) inclusive of paragraph 3 of this Agreement, but only after joint direction by the Developer and the Village, either to reflect a reduction in the total amount of the deposit required pursuant to paragraph 4 of this Agreement to 110% of the bid amount based on executed contracts on file with the Village Clerk, or to reimburse the Owner/Developer for payment of Public Improvement work satisfactorily completed, but in no event shall any such reduction cause remaining balance of the Cash Bond be reduced below 115% of the amount certified by a licensed engineer as to the value of the remaining work as confirmed by the Village Engineer, or below the Cash Bond Maintenance Amount, and further provided that all work that has been completed for which a reduction is sought has been fully paid for based on said engineer's review of owner's sworn statements, general contractor's sworn statements and applicable lien waivers, or have been paid through a construction Escrow established at an Illinois title company, with interim title endorsements issued by said title company for each draw covering both private improvements and Public Improvements, with copies of documents furnished to the Village.

No reduction for payment of Public Improvement work satisfactorily completed shall be allowed, except after presentation by the Owner/Developer to the Village Attorney of proper owner's sworn statements, contractors' sworn statements, partial or final waivers of lien, as may be appropriate, and any additional documentation that the Village Attorney may reasonably request to demonstrate satisfactory completion of the Public Improvement(s) in question and full payment therefor and of all contractors, subcontractors, and material suppliers of every tier performing such work or furnishing such materials. After acceptance of the Public Improvements by the Corporate Authorities and reduction of the Cash Bond to the Cash Bond Maintenance Amount, the Maintenance Cash Bond shall not be reduced by reason of any cost incurred by the Owner/Developer to satisfy its obligations under this Agreement.

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

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

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

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

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

11. The Owner agrees to, and does hereby grant the Village of Bartlett and to the Bartlett Fire Protection District a non-exclusive license to go upon any part of the Property for the purpose of providing police and fire protection and enforcing the Illinois Vehicle Code and the Bartlett Vehicle Code on the streets and other areas of the Subdivision or PUD, except on individual lots conveyed to homeowners.

12. After the "first lift" of the street pavement for streets in the Subdivision/PUD has been placed by the Developer in strict accordance with the approved engineering plans therefor and the Subdivision Ordinance, the Village agrees to provide regular police protection for homes in the Subdivision/PUD and to provide snowplowing service for the public streets serving such homes, without in any way accepting responsibility for the other maintenance of such streets, or any other Public Improvements until the adoption of an ordinance by the Village President and Village Board of Trustees (the "Corporate Authorities") formally accepting such Public Improvements.

13. The streets in the Subdivision/PUD shall remain the property of the Owner/Developer until the adoption of an ordinance by the Corporate Authorities formally accepting such Public Improvements, and title to all underground improvements and other personal property required by the Subdivision Ordinance has been transferred to the Village by appropriate Bill of Sale. The Owner/Developer shall remain responsible for the maintenance of all of the Public Improvements in the Subdivision/PUD, including, but not limited to, any manholes, vaults, curbs or other structures which project above the pavement and which are damaged as the result of the Village's snow-plowing activities, until the expiration of the Maintenance Period and any extension thereof as provided in this Agreement, unless the Maintenance Period and the maintenance security requirement is waived by the Corporate Authorities in its sole and absolute discretion on the recommendation of the Village Engineer, in which event the Owner/Developer shall maintain the Public Improvements (or such portion thereof) until such waiver.

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

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

16. Insurance. The Developer (if it will act as the general contractor), or the Contractor (if the Owner and Developer hire a single general contractor or construction manager), or each prime contractor (if the Owner and Developer hire more than one contractor to construct and install the Public Improvements), each referred to for purposes of

this paragraph as "Contractor", shall obtain and maintain insurance of the types, coverages and in the amounts listed as follows:

A. Commercial General and Umbrella Liability Insurance.

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

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 0110 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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

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

B. Continuing Completed Operations Liability Insurance.

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

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

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO CG00 01.

C. Business Auto and Umbrella Liability Insurance.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance

shall cover liability arising out of any auto including owned, hired and non-owned autos.

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

#### D. Workers Compensation Insurance.

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

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

#### E. General Insurance Provisions.

##### (i) Evidence of Insurance.

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

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

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

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

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

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

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

(ii) Acceptability of Insurers.

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

(iii) Cross-Liability Coverage.

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

(iv) Deductibles and Self-Insured Retentions.

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

(v) Subcontractors.

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

18. Village Lien Rights. If any money, property, or other consideration due from the Owner/Developer to the Village pursuant to this Agreement is not either recovered from the construction security deposits required in paragraph 6 or paid or conveyed to the Village by the Owner/Developer within ten (10) days after a demand for payment or conveyance, then any money paid by the Village, together with interest at the maximum rate permitted by law and costs of collection, including without limitation legal fees and administrative expenses, shall become a lien on the Property, and the Village shall have the right to collect the amount or value, with applicable interest and costs, including without limitation legal fees and administrative expenses, and the right to enforce the lien in the manner provided by law for mortgage foreclosure proceedings. The lien shall be subordinate to the lien of any first mortgage now or hereafter placed on the Property; provided, however, that the lien subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Property pursuant to a judgment of foreclosure, or any other proceeding in lieu of foreclosure, but the sale or transfer shall not relieve the Property from liability for any charges thereafter become due, nor form the lien of any subsequent charge.

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

19. Remedies.

A. It is agreed that the parties hereto, specifically and without limitation, shall have the following rights and remedies in the event of a breach or default hereunder.

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

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

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

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

C. In the event the either party ("Party") chooses to sue in order to

enforce the obligations hereunder, the other party ("Other Party") shall pay all costs and expenses incurred by the Party if the Party is successful, including, but not limited to, attorneys' fees, costs and expenses incurred by such Party. In addition, if the Owner/Developer does not pay any fees provided for herein, the Village may withhold the issuance of building permits and/or occupancy permits until payment is received, or if the appropriate security is not deposited, withhold approval of plat of subdivision until the appropriate security is delivered. The Village may use any remedies available to collect such fees and charges as are due.

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

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

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

25. Miscellaneous.

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

To the Village:                   Village of Bartlett  
228 South Main Street  
Bartlett, IL 60103  
Attn: Valerie L. Salmons, Village Administrator

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

To the Owner:                   William Ryan  
William Ryan Homes, Inc.  
2700 Patriot Blvd

Glenview, IL 60026

With a Copy to Nate Wynsma  
William Ryan Homes, Inc.  
945 N. Plum Grove Road  
Schaumburg, IL 60173

With a Copy to: Mark C. Eiden  
EidenLaw  
1000 N. Rand Road  
Suite 120  
Wauconda, IL 60084

B. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement, and to that end, all provisions, covenants, agreements and portions of this Agreement are declared to be severable. If for any reason the zoning of the Subject Property or any portion thereof is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as set forth in this Agreement.

William Ryan Homes, Inc.

Village of Bartlett

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

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

Village President

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Village Clerk

Exhibit A

Legal Description of the Property

PARCEL ONE:

THE SOUTH 275.00 FEET (MEASURED ON THE EAST LINE) OF THAT PART OF THE NORTHWEST QUARTER WHICH LIES EAST OF NAPERVILLE ROAD (EXCEPT THE EAST 500.00 FEET THEREOF MEASURED AT RIGHT ANGLES TO THE SAID EAST LINE) OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL TWO:

THE SOUTH 550.00 FEET OF THE WEST 250.00 FEET (MEASURED AT RIGHT ANGLES TO THE SAID EAST LINE) OF THE EAST 500 FEET (MEASURED AT RIGHT ANGLES TO THE SAID EAST LINE) OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

PARCEL THREE:

THE SOUTH 294.14 FEET OF THE WEST 193.74 FEET (MEASURED ON THE SOUTH LINE) OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF SOUTH LINE OF LAKE STREET, IN COOK COUNTY, ILLINOIS.

PARCEL FOUR:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTH EAST 1/4; THENCE EASTERLY ALONG THE NORTH LINE SAID SOUTH EAST 1/4, A DISTANCE OF 325.84 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 300 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 325.84 FEET A POINT ON THE WEST LINE OF SAID SOUTH EAST 1/4; THENCE NORTHERLY ALONG SAID WEST LINE, A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING, IN HANOVER TOWNSHIP IN COOK COUNTY, ILLINOIS.

PARCEL FIVE:

THE SOUTH 294.14 FEET OF THE EAST 250 FEET (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE NORTHWEST 1/4) OF THAT PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE

THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE SOUTHERLY LINE OF LAKE STREET (EXCEPT THAT PART CONVEYED TO THE DEPARTMENT OF TRANSPORTATION BY DOCUMENT NUMBER 24260269), IN COOK COUNTY, ILLINOIS.

ALSO DESCRIBED FOR SUBDIVISION PURPOSES AS FOLLOWS:

THAT PART OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; SAID POINT BEING COINCIDENT WITH THE NORTHEAST CORNER OF TIMBERLINE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 2001 AS DOCUMENT 0010781451; THENCE SOUTH 88 DEGREES 40 MINUTES 43 SECONDS WEST ALONG THE NORTH BOUNDARY LINE OF SAID SUBDIVISION 1314.79 FEET TO THE EAST LINE OF NAPERVILLE ROAD, SAID LINE BEING 33 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF SAID ROAD; THENCE NORTH 00 DEGREES 06 MINUTES 02 SECONDS WEST ALONG SAID EAST LINE, 275.00 FEET TO THE NORTH LINE OF THE SOUTH 275 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 88 DEGREES 40 MINUTES 43 SECONDS EAST 814.46 FEET TO THE WEST LINE OF THE EAST 500 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 00 DEGREES 08 MINUTES 51 SECONDS WEST 275.12 FEET TO THE NORTH LINE OF THE SOUTH 550 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 88 DEGREES 40 MINUTES 43 SECONDS EAST ALONG SAID NORTH LINE, 250.05 FEET TO THE EAST LINE OF THE WEST 250 FEET OF THE EAST 500 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH 00 DEGREES 08 MINUTES 51 SECONDS EAST ALONG SAID EAST LINE 255.91 FEET TO THE NORTH LINE OF THE SOUTH 294.14 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 88 DEGREES 40 MINUTES 43 SECONDS EAST ALONG SAID NORTH LINE, 443.79 FEET TO THE EAST LINE OF THE WEST 193.74 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE SOUTH 00 DEGREES 08 MINUTES 51 SECONDS EAST 294.20 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 88 DEGREES 40 MINUTES 43 SECONDS EAST 132.10 FEET ; THENCE SOUTH 00 DEGREES 08 MINUTES 51 SECONDS EAST PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28 TO THE NORTH BOUNDARY LINE OF EAGLE'S RIDGE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 18, 1998 AS DOCUMENT 08040987; THENCE SOUTH 88 DEGREES 40 MINUTES 43 SECONDS WEST ALONG SAID NORTH LINE, 325.84 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 00 DEGREES 08 MINUTES 51 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 300.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



# Agenda Item Executive Summary

Brewster Creek Business Park TIF District  
Refinancing- NOTICE of Budget  
Item Name Amendment Committee or Board Board

## BUDGET IMPACT

Amount:	Issuance of Revenue Bonds in the TIF district of \$9.5 million and Developer notes of \$11.5 million	Budgeted	Amend BCBP TIF Budget
List what fund	Brewster Creek TIF District Account 4810		

## EXECUTIVE SUMMARY

The Brewster Creek Business Park has undergone a surge in activity over the last year and a half with the construction of several buildings, the filling of existing vacant space and plans to build three new buildings. This work has been the result of site development and mass grading of the existing vacant property to accommodate these buildings.

That has necessitated the need to provide funds for the remaining site development, grading and infrastructure work needed in the remainder of the DuPage portion and the Cook County portion of the business park. Without this Amendment to the TIF Budget and the additional bond financing the business park development will not be able to proceed with the installation of the remaining public improvements and the completion of the site development and earthwork for the remaining vacant land.

## ATTACHMENTS (PLEASE LIST)

Staff memo, Ordinance approving amended estimated redevelopment project costs in the Bartlett Quarry Redevelopment Plan, Notice to Taxing Districts, TIF Consultant Budget Memo, Taxing District list, TIF distribution list, and BCBP vacant parcel Map.

## ACTION REQUESTED

For Discussion Only:

- Resolution
- Ordinance
- Motion: To Approve Ordinance 2016-\_\_\_\_\_, An Ordinance approving amended estimated redevelopment project costs in the Bartlett Quarry Redevelopment Plan.

Staff: Jim Plonczynski, Com Dev Director Date: 8/8/2016

**COMMUNITY DEVELOPMENT MEMORANDUM**

**16-157**

**DATE:** August 8, 2016  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jim Plonczynski, CD Director  
**RE:** **Brewster Creek Business Park TIF Bond Refinancing - NOTICE**

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The Elmhurst Chicago Stone, Brewster Creek Business Park Tax Increment Finance (TIF) District was established and approved by three Ordinances: Ordinance #1999-67, An Ordinance approving the Bartlett Quarry Redevelopment Plan and Project, Ordinance #1999-68, An Ordinance designating the Bartlett Quarry Redevelopment Project Area and Ordinance #1999-69, An Ordinance Adopting Tax Increment Financing for the Bartlett Quarry Redevelopment Project Area. These three ordinances established the Tax Increment Financing District plan area and financing for the 670 acre industrial/business park. At that time the original estimated project costs were \$30 million broken out into several estimated redevelopment project costs including environmental, engineering, planning implementation and administrative fees, wetland mitigation, site preparation, construction of public improvements and construction of utilities and storm water detention. Tax Increment revenue bonds and Developer Notes were issued to finance the project and the increment has been used to pay back the bond principal and interest debt over the past 16 years. The TIF development in the original ordinance established a 23 year project timeframe to complete the project and retire all obligations incurred to finance the redevelopment project costs as defined in the plan on June 1, 2022.

The park has been very successful with 36 buildings constructed and over 76 businesses employing over 2,000 people. Currently there is one building under construction and two more going through the site plan approval process. When all of these projects are approved and constructed there will be about 145 acres of land left to develop in the Cook County portion of the Business Park and about 95 acres in the DuPage County portion of the Business Park.

The Developer, Elmhurst Chicago Stone, is requesting that the Village consider an increase to the TIF Budget in order to allow for additional investment into the Brewster Creek Tax Increment District. Specifically, its plan calls for:

1. Not extending the life of the current TIF District,
2. Increasing the TIF Budget as allowed in the TIF Statute.
3. Issuing Additional Bonds at a lower rate in order to retire the current Developer Tax Increment Revenue Note which has a 9.00% coupon (interest rate).
4. Issuing a new Developer Tax Increment Revenue Note to pay for additional improvements and restricting the new interest rate to 7.00%.

1. Not extending the life of the current TIF District

The original timeframe for the Brewster Creek Tax Increment Finance District was from 1999 to 2022. The increase in the TIF budget will not increase the life span of the TIF District but will allow for the expansion of the developed land and increase the overall assessed value of the Industrial Park.

2. Increasing the TIF Budget

The original TIF Budget was adopted in 1999 and called for investment of approximately \$30,000,000. Given the lapse of time, certain budget items cost more today than when the original Budget was put together. The TIF statute accommodates events such as this and allows the Budget to be increased by the cost of inflation plus an additional 5%. Based on the Consumer Price Index the Budget could be legally increased up to approximately \$45,000,000; however, Elmhurst Chicago Stone is proposing an increase up to \$44,000,000. Updating the TIF Budget requires Village Board approval and notice to the taxing bodies.

3. Issuing Additional Bonds

The Village issued its \$26 million tax increment revenue bonds in 2007 of which \$16.615 million remain outstanding. The Series 2007 Bonds allowed for the issuance of additional parity bonds provided that the debt service coverage of the Series 2007 Bonds and any additional bonds equaled or exceeded 1.50X.

Based on projected incremental tax revenues the Village can issue up to approximately \$9.5 million of additional bonds, the proceeds of which will be used to retire the high coupon interest rate (9.00%) Developer Tax Increment Revenue Note. Reducing the interest rate from 9.00% down to the 4.25% range will significantly reduce the amount of tax increment going to pay debt service. These bonds like the Series 2007 Bonds will be revenue bonds and are non-recourse to the Village.

4. Issuing a New Developer Tax Increment Revenue Note

The savings resulting from the refinancing of the old Developer Tax Increment Revenue Note plus the incremental revenues not required to service the Bonds can be pledged to a new Developer Tax Increment Revenue Note. The new Developer Tax Increment Revenue Note would be structured like the existing Note. That means the Developer fronts funds for the cost of the improvements and gets reimbursed over time from the available incremental revenues. Based on an updated budget the Developer would be providing up to \$11,500,000 of additional improvements. The Developer assumes all risk of repayment. If insufficient incremental revenues are generated through the life of the TIF to repay the Developer Tax Increment Revenue Note, the Village has no further obligation. The Village would continue to receive 12.5% of the incremental taxes.

This additional money is needed to finish the site development of the remaining acreage in both the Cook County and DuPage County area of the Business Park, install any additional roads and utilities and complete the existing roads and parkways throughout the park. If Elmhurst Chicago Stone's requests are not granted, there will be no further improvements within the Brewster Creek Business Park. The requested increase in the TIF Budget, and the issuance of the additional bonds and the issuance of a new Developer Tax Increment Revenue Note will enable the Developer to continue to develop the 95 acres in DuPage County and the 145 acres in Cook County.

**REQUESTED ACTION:**

Staff recommends approval of the attached Ordinance to notice the Taxing Districts of the intent to increase the Brewster Creek Tax Increment Financing budget to \$44,000,000.00 and send the notices to the appropriate taxing districts.

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

**AN ORDINANCE APPROVING AMENDED ESTIMATED REDEVELOPMENT PROJECT COSTS IN THE BARTLETT QUARRY REDEVELOPMENT PLAN**

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**WHEREAS**, proceedings spread in full upon the records of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Village"), pursuant to the provisions of the Tax Increment Allocation Redevelopment Act, as supplemented and amended (the "TIF Act") by the Local Government Deb Reform Act, as amended, and the other Omnibus Bond Acts, as amended and as further supplemented and, where necessary, superseded, by Section 6 of Article VII of the 1970 Constitution of the State of Illinois (collectively, the "TIF Act"), the President and Board of Trustees of the Village (the "Corporate Authorities") have heretofore proceeded, and do hereby determine, as follows:

A. On July 6, 1999, the Corporate Authorities adopted Ordinance No. 99-67, approving a redevelopment plan (the "Redevelopment Plan") and redevelopment project (the "Redevelopment Project") under the TIF Act with respect to the redevelopment project area described in Exhibit A to said ordinance, being known as the Bartlett Quarry Redevelopment Project Area (the "Redevelopment Project Area").

B. On July 6, 1999, the Corporate Authorities adopted Ordinance No. 99-68, designating the Redevelopment Project Area a redevelopment project area under the TIF Act.

C. On July 6, 1999, the Corporate Authorities adopted Ordinance No. 99-69, adopting the tax increment financing provisions of the TIF Act and creating the "Bartlett quarry Redevelopment Project Area Special Tax Allocation Fund" (the "Special Tax Allocation Fund") in connection therewith.

D. On December 21, 1999, the Corporate Authorities adopted Ordinance No. 99-143, authorizing the execution of that certain Redevelopment and Financing Agreement by and between the Village and Elmhurst-Chicago Stone Company (the "Redevelopment Agreement"), pursuant to the home rule powers of the Village and as authorized by the TIF Act.

and

**WHEREAS**, the Redevelopment Plan approved by Ordinance No. 99-67 provided that total estimated redevelopment project costs for the Redevelopment Project were \$30,000,000 in 1999 dollars, and that actual costs might be higher due to normal inflationary forces; and

**WHEREAS**, Section 11-74.4-5(c) of the TIF Act (65 ILCS 5/11-74.4-5(c)) provides that changes to the Redevelopment Plan which do not increase the total

estimated redevelopment project cost set out in the redevelopment plan by more than 5% after adjustment for inflation from the date the plan was adopted, may be made without further public hearing or presentation to the joint review board provided the municipality shall (1) give notice of such changes to each affected taxing district and registrant on the interested parties registry (the "Mailed Notice"); and (2) by publication in a newspaper of general circulation within the affected taxing district (the "Notice by Publication") within ten (10) days following the adoption by ordinance of such changes; and

**WHEREAS**, the proposed Amendment to the Redevelopment Plan as set forth does not: alter the boundary or add additional parcels of property to the Redevelopment Project Area; affect the general land uses established pursuant to the Redevelopment Plan; substantially change the nature of the Redevelopment Project; or add additional Redevelopment Project Cost to the itemized list of redevelopment project costs set out in the Redevelopment Plan; and

**WHEREAS**, attached hereto and incorporated herein is a memo to the Village from Michael Laube of Laube Companies, which evidences that after adding the statutory 5% and adjustments for inflation to the original budget of Estimated Redevelopment Project Costs of \$30,000,000, that the Redevelopment Plan may be amended to provide for Total Estimated Project Costs of up to \$44,269,385 by providing the Mailed Notice and the Notice by Publication and without the requirement for a further joint review board hearing to so amend the Redevelopment Plan; and

**WHEREAS**, the Developer desires to amend the Redevelopment Plan to provide for new Total Estimated Redevelopment project costs of over \$30,000,000, but less than \$44,000,000, to provide it with Redevelopment Project refinancing opportunities that will allow it to further continue to make improvements to properties within the Redevelopment Project Area, thereby increasing the equalized assessed value ("EAV") thereof, all without any extension of the Bartlett Quarry TIF;

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

**SECTION ONE:** The Corporate Authorities hereby find that all of the Recitals contained in the preambles to this Ordinance are true, correct and complete and incorporate them into this Ordinance by reference.

**SECTION TWO:** That the Bartlett Quarry Redevelopment Plan and Project approved by Bartlett Ordinance No. 99-67 is hereby amended under the heading "**Estimated Project Costs**" to amend and replace Table 1 which outlines the estimated costs of the Redevelopment Project as follows:

<u>Estimated Project Costs<sup>(1)</sup></u>	<u>Original Budget</u>	<u>Revisions</u>	<u>Revised Budget</u>
Environmental and planning studies, surveys, development of engineering and architectural plans, specifications, implementation and administration fees	\$1,264,800	\$745,920	\$2,010,720
Wetland Mitigation	\$1,435,362	\$750,000	\$2,185,362
Site Preparation (earthwork, landscaping, etc.)	\$23,484,939	\$10,500,000	\$33,984,939
Construction of public improvements (construction and improvements to Munger Road, Spitzer Road, West Bartlett Road, Stearns Road, and internal project area roads)	\$2,323,054	\$2,000,000	\$4,323,054
Construction and improvement of utilities (sanitary sewer, water distribution, storm sewer systems)	\$1,495,925		\$1,495,925
<b>Total Estimated Project Costs</b>	<b>\$30,004,080</b>	<b>\$13,999,920</b>	<b>\$44,000,000</b>

(1) Represents TIF eligible costs only. All costs are in 2016 dollars. Actual costs incurred within any one line item may be higher than those shown on Table 1 but in no event will the Total Estimated Project Costs exceed \$44,000,000.

Is hereby approved.

**SECTION THREE:** The original Redevelopment Plan and Project which were adopted and approved in Ordinance No. 99-67, a copy of which is attached hereto as Exhibit B is incorporated herein by and for reference.

**SECTION FOUR:** The Village Clerk is directed to (1) mail the Notice of Amendment to the Estimated Redevelopment Project Costs for the Bartlett Quarry Redevelopment Plan and Project (the "Notice"), in form as attached hereto as Exhibit B, to each of the taxing districts listed on Exhibit C attached thereto and persons listed on the registry listed on Exhibit 2 attached thereto; and (2) to cause the Notice to be published in (i) the Daily Herald, and (ii) in the Chicago Tribune, within ten (10) days of the adoption of this Ordinance.

**SECTION FIVE: SEVERABILITY.** The various provisions of this Ordinance are to be considered as severable, and if any part or portion of this

Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:**

**APPROVED:**

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

**ATTEST:**

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

#### **CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2016 - \_\_\_\_\_ enacted on August 16, 2016, and approved on August 16, 2016, as the same appears from the official records of the Village of Bartlett.

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

# EXHIBIT A

## LEGAL DESCRIPTION

The legal description of the Project Area boundary is as follows:

1 PARCEL 1:

2 GOVERNMENT LOTS 1 AND 2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 40 NORTH,  
3 RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART DESCRIBED AS  
4 FOLLOWS: THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 40  
5 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE  
6 NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF SAID SECTION 4 AND RUNNING THENCE  
7 SOUTH ALONG THE EAST LINE OF SAID QUARTER SECTION, 2502.5 FEET TO THE CENTER OF  
8 SAID SECTION 4; THENCE SOUTH 88 DEGREES 50 MINUTES WEST ALONG THE SOUTH LINE OF  
9 SAID NORTHWEST 1/4, 594 FEET TO THE NORTHWEST CORNER OF LANDS NOW OWNED BY  
10 ALVIN BAKER; THENCE NORTH PARALLEL WITH THE SAID EAST LINE OF THE NORTHWEST 1/4  
11 OF SECTION 4, 1433.02 FEET; THENCE WEST AT RIGHT ANGLES WITH THE LAST DESCRIBED  
12 COURSE, 200 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE OF THE SAID NORTHWEST  
13 1/4, 1063.78 FEET TO THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE NORTH 88 DEGREES  
14 42 MINUTES EAST ALONG SAID LINE, 794 FEET TO THE POINT OF BEGINNING IN DUPAGE  
15 COUNTY, ILLINOIS.

16 PARCEL 2:

17 THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD  
18 PRINCIPAL MERIDIAN, (EXCEPT THE EAST 36 RODS THEREOF), (AND EXCEPT THAT PART THEREOF  
19 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4  
20 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN;  
21 THENCE WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 4, 594 FEET  
22 TO A POINT IN THE WEST LINE OF THE EAST 36 RODS OF THE WEST 1/2 OF SAID SECTION 4 FOR  
23 A POINT OF BEGINNING; THENCE NORTH PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF  
24 SAID SECTION 4, A DISTANCE OF 776.47 FEET TO THE CENTER LINE OF STEARNS ROAD; THENCE  
25 NORTH PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 4, A DISTANCE OF 660  
26 FEET; THENCE WESTERLY ON A STRAIGHT LINE TO A POINT IN THE CENTER OF MUNGER ROAD  
27 AND STEARNS ROAD; THENCE SOUTHERLY ALONG THE CENTER LINE OF MUNGER ROAD TO  
28 THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE EAST ALONG  
29 THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 4, TO THE POINT OF BEGINNING),  
30 AND (AND ALSO EXCEPT THAT PART FALLING IN COUNTY CLERK, RAY W. MAC DONALD'S  
31 ASSESSMENT PLAT RECORDED FEBRUARY 9, 1972 AS DOCUMENT R72-06572), IN DUPAGE  
32 COUNTY, ILLINOIS.

33 PARCEL 3:

34 THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD  
35 PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

36 PARCEL 4:

37 THAT PART OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE  
38 THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH RIGHT OF WAY LINE OF STEARNS

39  
40

ROAD (S.A. ROUTE 29), AND LYING EASTERLY OF THE ELGIN, JOLIET, AND EASTERN RAILROAD RIGHT OF WAY IN DU PAGE COUNTY, ILLINOIS.

41 AND ALSO;

42 THAT PART OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 9 EAST OF  
43 THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE SOUTH RIGHT OF WAY LINE OF  
44 STEARNS ROAD (S.A. ROUTE 29) IN DU PAGE COUNTY, ILLINOIS.

45 PARCEL 5:

46 THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, AND THAT PART OF WEST BARTLETT  
47 ROAD IN THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33, TOWNSHIP 41  
48 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

49 PARCEL 6:

50 THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, AND THAT PART OF WEST BARTLETT ROAD  
51 IN THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 32, TOWNSHIP 41 NORTH,  
52 RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ORDINANCE NO. 99-67

AN ORDINANCE approving the Bartlett Quarry Redevelopment Plan and Project.

WHEREAS, the President and Board of Trustees (the "*Corporate Authorities*") of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois (the "*Municipality*"), have heretofore determined that the stable economic and physical development of the Municipality is endangered by the presence of blighting factors as manifested by progressive and advanced deterioration of structures, by the overuse of housing and other facilities, by a lack of physical maintenance of existing structures, by obsolete and inadequate community facilities and a lack of sound community planning, by obsolete platting, diversity of ownership, excessive tax delinquencies, and by the growth of a large surplus of workers who lack the skills to meet existing or potential employment opportunities, with a resulting decline of the Municipality which impairs the value of private investments and threatens the sound growth and the tax base of the Municipality and the taxing districts having the power to tax real property in the Municipality (the "*Taxing Districts*") and threatens the health, safety, morals and welfare of the public; and

WHEREAS, the Corporate Authorities have heretofore determined that in order to promote and protect the health, safety, morals and welfare of the public that blighted conditions in the Municipality need to be eradicated and that redevelopment of the Municipality be undertaken and that to remove and alleviate adverse conditions in the Municipality it is necessary to encourage private investment and restore and enhance the tax base of the Municipality and the Taxing Districts by such redevelopment; and

WHEREAS, the Municipality has heretofore caused to be conducted an eligibility study to determine whether the proposed Bartlett Quarry Redevelopment Project Area (the

"Proposed Area") qualifies as a "redevelopment project area" pursuant to the TIF Act, which study was conducted by Teska and Associates, Inc., Evanston, Illinois ("*Teska*"); and

WHEREAS, the Municipality has heretofore evaluated various lawfully available programs to provide such assistance and has determined that the use of tax increment allocation financing is necessary to achieve the redevelopment goals of the Municipality for the Proposed Area; and

WHEREAS, Teska is a planning and financial services firm having a national reputation for expertise in tax increment allocation and redevelopment financing in the State of Illinois; and

WHEREAS, Teska has heretofore concluded and has advised the Municipality that the Proposed Area qualifies as a "redevelopment project area" under Section 11-74.4-3 of the TIF Act; and

WHEREAS, the Municipality has further caused the preparation of and made available for public inspection a proposed redevelopment plan and project for the Proposed Area (the "*Plan*" and "*Project*"); and

WHEREAS, the Plan and Project set forth in writing the program to be undertaken to accomplish the objectives of the Municipality and includes estimated redevelopment project costs proposed for the Proposed Area, evidence indicating that the Proposed Area on the whole has not been subject to growth and development through investment by private enterprise, an assessment of the financial impact of the Proposed Area on or any increased demand for services from any taxing district affected by the Plan and any program to address such financial impact or increased demand, the sources of funds to pay costs, the nature and term of the obligations to be issued, the most recent equalized assessed valuation of the Proposed Area, an estimate as to the equalized assessed valuation after redevelopment

and the general land uses to apply in the Proposed Area, and a commitment to fair employment practices and an affirmative action plan, and the Plan and Project accordingly complies in all respects with the requirements of the TIF Act; and

WHEREAS, pursuant to Section 11-74.4-5 of the Act, the Corporate Authorities have heretofore called a public hearing (the "Hearing") relative to the Plan and Project and the designation of the Proposed Area as a redevelopment project area under the TIF Act and fixed the time and place for such Hearing, being the 7th day of June, 1999, at the Village Hall, the Village Hall, Bartlett, Illinois; and

WHEREAS, due notice in respect to such Hearing was given pursuant to Section 11-74.4-5 of the TIF Act, said notice, together with a copy of the Plan and the name of a person to contact for further information, being given to the Taxing Districts and to the Department of Commerce and Community Affairs of the State of Illinois by certified mail on April 22, 1999, by publication on May 17   , 1999, and May 25, 1999, 1999, and by certified mail to taxpayers within the Proposed Area on May 21   , 1999; and

WHEREAS, the Municipality has heretofore convened a joint review board as required by and in all respects in compliance with the provisions of the TIF Act; and

WHEREAS, the joint review board has met at the times and as required by the TIF Act and has reviewed the public record, planning documents and a form of proposed ordinance approving the Plan and Project; and

WHEREAS, the joint review board has adopted by a majority vote an advisory, non-binding recommendation that the Municipality proceed to implement the Plan and Project and to designate the Proposed Area as a redevelopment project area under the TIF Act; and

WHEREAS, the joint review board based its decision to approve the proposal on the basis of the Proposed Area satisfying the eligibility criteria defined in Section 11-74.4-3 of the TIF Act, all as provided in Section 11-74.4-5(b) of the TIF Act; and

WHEREAS, the Municipality held the Hearing on the 7th day of June, 1999, at the Bartlett Village Hall, the Village Hall, Bartlett, Illinois; and

WHEREAS, at the Hearing any interested person or affected Taxing District was permitted to file with the Municipal Clerk written objections and was heard orally in respect to any issues embodied in the notice of said Hearing, and the Municipality heard and determined all protests and objections at the Hearing; and

WHEREAS, the Hearing was adjourned on the 7th day of June, 1999; and

WHEREAS, the Plan and Project set forth the factors which cause the Proposed Area to be blighted, and the Corporate Authorities have reviewed the information concerning such factors presented at the Hearing and have reviewed other studies and are generally informed of the conditions in the Proposed Area which could cause the area to be a "blighted area" as defined in the TIF Act; and

WHEREAS, the Corporate Authorities have reviewed evidence indicating that the Proposed Area on the whole has not been subject to growth and development through investment by private enterprise and have reviewed the conditions pertaining to lack of private investment in the Proposed Area to determine whether private development would take place in the Proposed Area as a whole without the adoption of the proposed Plan; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to real property in the Proposed Area to determine whether contiguous parcels of real property and improvements thereon in the Proposed Area would be substantially benefited by the proposed Project improvements; and

WHEREAS, the Corporate Authorities have made an assessment of any financial impact of the Proposed Area on or any increased demand for services from any Taxing District affected by the Plan and Project and any program to address such financial impact or increased demand; and

WHEREAS, the Corporate Authorities have reviewed the proposed Plan and Project and also the existing comprehensive plan for development of the Municipality as a whole to determine whether the proposed Plan and Project conform to the such comprehensive plan of the Municipality:

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

*Section 1. Findings.* The Corporate Authorities hereby make the following findings:

(a) The Proposed Area is described in *Exhibit A* attached hereto and incorporated herein as if set out in full by this reference. The street location (as near as practicable) for the Proposed Area is described in *Exhibit B* attached hereto and incorporated herein as if set out in full by this reference. The map of the Proposed Area is depicted on *Exhibit C* attached hereto and incorporated herein as if set out in full by this reference.

(b) There exist conditions which cause the Proposed Area to be subject to designation as a redevelopment project area under the TIF Act and to be classified as a blighted area as defined in Section 11-74.4-3 of the TIF Act.

(c) The Proposed Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Plan.

(d) The Plan and Project conform to the comprehensive plan for the development of the Municipality as a whole.

(e) As set forth in the Plan and in the testimony at the public hearing, the estimated date of completion of the Project is June 1, 2022 and the estimated date of the retirement of all obligations incurred to finance redevelopment project costs as defined in the Plan is June 1, 2022.

(f) The parcels of real property in the Proposed Area are contiguous, and only those contiguous parcels of real property and improvements thereon which will be substantially benefited by the proposed Project improvements are included in the Proposed Area.

*Section 2. Exhibits Incorporated by Reference.* The Plan and Project which were the subject matter of the Hearing are hereby adopted and approved. A copy of the Plan and Project is set forth in *Exhibit D* attached hereto and incorporated herein as if set out in full by this reference.

*Section 3. Invalidity of Any Section.* If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

*Section 4. Superseder and Effective Date.* All ordinances, resolutions, motions or orders in conflict herewith be, and the same hereby are, repealed to the extent of such conflict, and this ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

Passed this 6 day of July, 1999.

Approved: July 6, 1999.

  
\_\_\_\_\_  
President

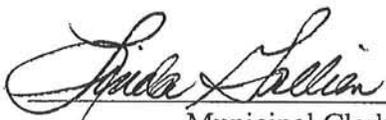
AYES: Trustee Arends, Bersani, Floyd, Hodge, Miller, Nolan

NAYS: None

ABSENT: None

Recorded in Municipal Records: July 6, 1999.

Attest:

  
\_\_\_\_\_  
Municipal Clerk

## EXHIBIT A

### LEGAL DESCRIPTION

The legal description of the Project Area boundary is as follows:

1 PARCEL 1:

2 GOVERNMENT LOTS 1 AND 2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 40 NORTH,  
3 RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART DESCRIBED AS  
4 FOLLOWS: THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 40  
5 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE  
6 NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF SAID SECTION 4 AND RUNNING THENCE  
7 SOUTH ALONG THE EAST LINE OF SAID QUARTER SECTION, 2502.5 FEET TO THE CENTER OF  
8 SAID SECTION 4; THENCE SOUTH 88 DEGREES 50 MINUTES WEST ALONG THE SOUTH LINE OF  
9 SAID NORTHWEST 1/4, 594 FEET TO THE NORTHWEST CORNER OF LANDS NOW OWNED BY  
10 ALVIN BAKER; THENCE NORTH PARALLEL WITH THE SAID EAST LINE OF THE NORTHWEST 1/4  
11 OF SECTION 4, 1433.02 FEET; THENCE WEST AT RIGHT ANGLES WITH THE LAST DESCRIBED  
12 COURSE, 200 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE OF THE SAID NORTHWEST  
13 1/4, 1063.78 FEET TO THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE NORTH 88 DEGREES  
14 42 MINUTES EAST ALONG SAID LINE, 794 FEET TO THE POINT OF BEGINNING IN DUPAGE  
15 COUNTY, ILLINOIS.

16 PARCEL 2:

17 THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD  
18 PRINCIPAL MERIDIAN, (EXCEPT THE EAST 36 RODS THEREOF), (AND EXCEPT THAT PART THEREOF  
19 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4  
20 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN;  
21 THENCE WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 4, 594 FEET  
22 TO A POINT IN THE WEST LINE OF THE EAST 36 RODS OF THE WEST 1/2 OF SAID SECTION 4 FOR  
23 A POINT OF BEGINNING; THENCE NORTH PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF  
24 SAID SECTION 4, A DISTANCE OF 776.47 FEET TO THE CENTER LINE OF STEARNS ROAD; THENCE  
25 NORTH PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 4, A DISTANCE OF 660  
26 FEET; THENCE WESTERLY ON A STRAIGHT LINE TO A POINT IN THE CENTER OF MUNGER ROAD  
27 AND STEARNS ROAD; THENCE SOUTHERLY ALONG THE CENTER LINE OF MUNGER ROAD TO  
28 THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE EAST ALONG  
29 THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 4, TO THE POINT OF BEGINNING),  
30 AND (AND ALSO EXCEPT THAT PART FALLING IN COUNTY CLERK, RAY W. MAC DONALD'S  
31 ASSESSMENT PLAT RECORDED FEBRUARY 9, 1972 AS DOCUMENT R72-06572), IN DUPAGE  
32 COUNTY, ILLINOIS.

33 PARCEL 3:

34 THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD  
35 PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

36 PARCEL 4:

37 THAT PART OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE  
38 THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH RIGHT OF WAY LINE OF STEARNS

39 ROAD (S.A. ROUTE 29), AND LYING EASTERLY OF THE ELGIN, JOLIET, AND EASTERN RAILROAD  
40 RIGHT OF WAY IN DU PAGE COUNTY, ILLINOIS.

41 AND ALSO;

42 THAT PART OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 9 EAST OF  
43 THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE SOUTH RIGHT OF WAY LINE OF  
44 STEARNS ROAD (S.A. ROUTE 29) IN DU PAGE COUNTY, ILLINOIS.

45 PARCEL 5:

46 THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, AND THAT PART OF WEST BARTLETT  
47 ROAD IN THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33, TOWNSHIP 41  
48 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

49 PARCEL 6:

50 THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, AND THAT PART OF WEST BARTLETT ROAD  
51 IN THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 32, TOWNSHIP 41 NORTH,  
52 RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Exhibit B**  
**Street Location**

The Bartlett Quarry Redevelopment Area is that property, formerly the Elmhurst Chicago Stone Company Quarry site, lying south of West Bartlett Road between Spitzer Road and Munger Road, and north of Stearns Road between the E.J. & E. Railroad R.O.W. and Munger Road.

# EXHIBIT C

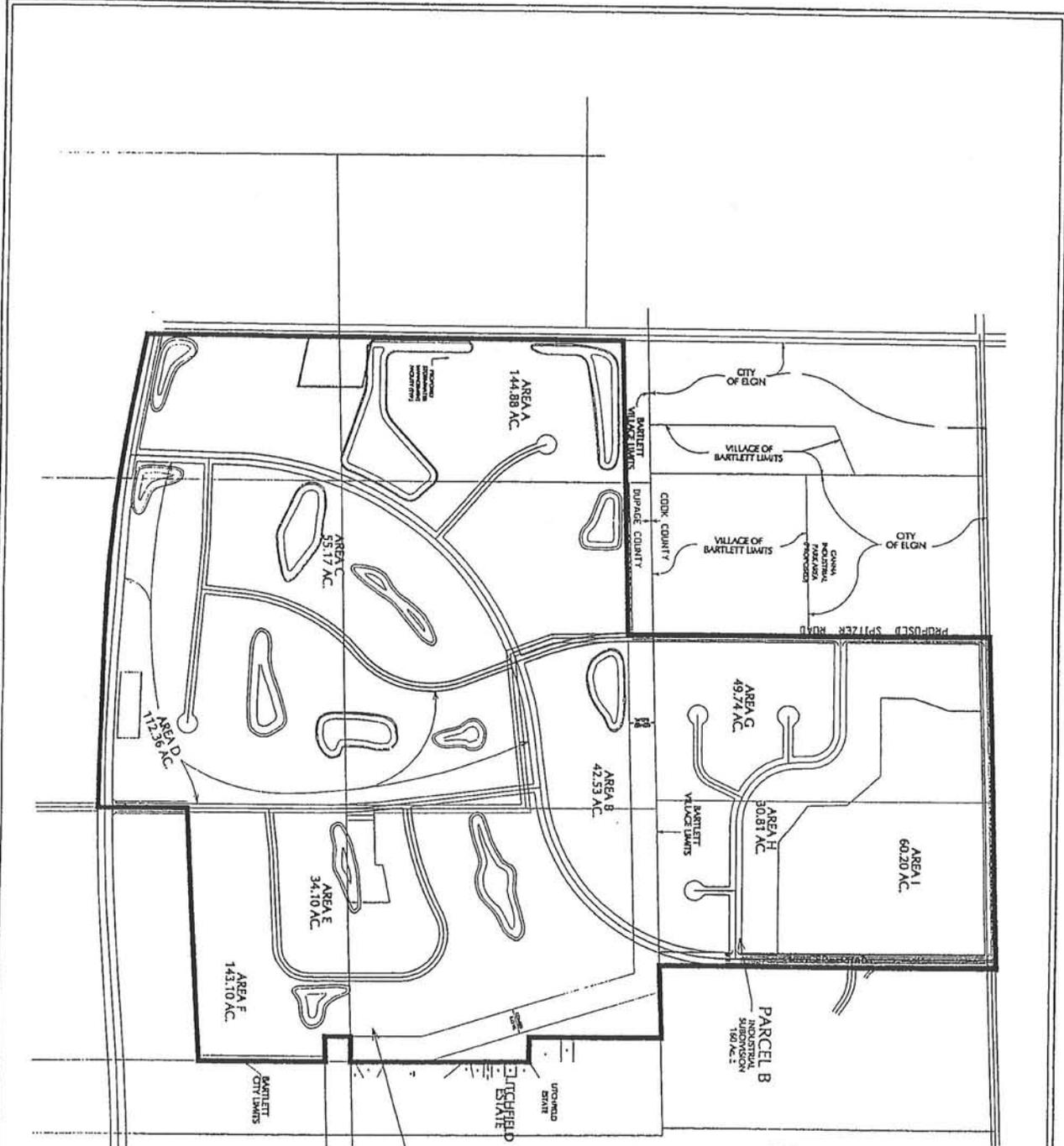
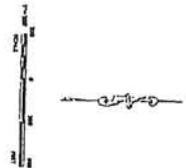


Figure 1:  
Project Area Boundary

January 21, 1999



# E.C.S. BARTLETT QUARRY

<b>SDI</b> Survey Design Institute 1000 North 1st Street Suite 100 Elgin, IL 60120 Phone: 815/398-1100 Fax: 815/398-1101 Website: www.sdi.com	
PROJECT NO.: DATE: DRAWN BY: CHECKED BY: APPROVED BY:	SHEET NO.: TOTAL SHEETS:

**EXHIBIT D — PLAN AND PROJECT**

EXHIBIT D

BARTLETT QUARRY  
REDEVELOPMENT AREA  
PROJECT AND PLAN

Village of Bartlett, Illinois

PUBLIC HEARING DRAFT

March 9, 1999

BARTLETT QUARRY  
REDEVELOPMENT AREA  
PROJECT AND PLAN

Village of Bartlett, Illinois

PUBLIC HEARING DRAFT

March 9, 1999

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## INTRODUCTION

Since the 1960s, the Elmhurst-Chicago Stone Company (ECSC) has operated a sand and gravel extraction facility within the Village of Bartlett. In 1998, ECSC determined that the resources which can be extracted in a cost effective manner are exhausted, and in October, 1998, ECSC ceased extraction. The site is now ready for reclamation. The Comprehensive Plan and the Strategic Plan for the Village of Bartlett, as well as the site characteristics suggest that the land is most suitable for an industrial/business park.

However, due to excessive site preparation costs required for successful redevelopment, Elmhurst-Chicago Stone Company has determined that, without direct municipal involvement and financial assistance, redevelopment objectives for this area cannot be met. To facilitate new development that will enhance the value of vacant and underutilized property, and stimulate additional private investment in adjacent areas, Elmhurst-Chicago Stone Company requested that the Village explore the feasibility of creating a Tax Increment Finance District (TIF) to assist in the financing of the redevelopment plan. On September 15, 1998, the Village Board passed a motion to "direct the Village staff to work with representatives of ECSC to research the potential to establish a tax increment financing district for the purpose of redevelopment of the ECS-Bartlett quarry into an industrial park."

In accordance with Bartlett's Strategic Plan and economic development goals, upgrading public improvements and other incentives will be required to encourage the type of private investment that will allow the Village to achieve its objectives for the former quarry area. Tax increment financing is a mechanism by which public improvements and incentives can be funded to achieve the desired planning objectives. Tax increment financing can be used to make the Elmhurst-Chicago Stone Company Bartlett quarry (the "Project Area") feasible for redevelopment by eliminating the conditions which inhibit private investment, weaken the Village's tax base, affect the safety of community residents, and hinder the Village's ability to promote a cohesive development of compatible land uses.

## REDEVELOPMENT PROJECT AREA DESCRIPTION

The Project Area consists of approximately 705 acres and is bounded by West Bartlett Road to the north, the Litchfield Estates subdivision to the east, Stearns Road to the south, and the EJ&E railroad to the west. The Project Area includes 17 total parcels, including the entire Elmhurst-Chicago Stone Company Bartlett quarry, one single family residence, and a Commonwealth Edison right-of-way which runs through the center of the quarry.

Currently, the Project Area contains numerous lakes, hills, steep slopes, and uneven grades, created as a result of excavating operations. A number of unimproved roads traverse the site. Figure 1 illustrates the boundaries of the Project Area.

## TAX INCREMENT FINANCING

The Tax Increment Allocation Redevelopment Act (65 ILCS 5/11 - 74.4 - 1, et seq.)(the "Act") stipulates specific procedures which must be adhered to in designating a Project Area. By definition, a Project Area is:

*"..an area designated by the municipality, which is not less in the aggregate than 1 ½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area, or a blighted area or a conservation area, or a*

combination of both blighted areas and conservation areas (Section 11-74.4-3)."

Section 11-74.4-3 defines a blighted area as:

"...any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where, if improved, industrial, commercial and residential buildings or improvements, because of a combination of 5 or more of the following factors: age; dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land use or layout; depreciation of physical maintenance; lack of community planning, is detrimental to the public safety, health, morals or welfare, or if vacant, the sound growth of the taxing districts is impaired by, (1) a combination of 2 or more of the following factors: obsolete platting of the vacant land; diversity of ownership of such land; tax and special assessment delinquencies on such land; flooding on all or part of such vacant land; deterioration of structures or site improvements in neighboring areas adjacent to the vacant land, or (2) the area immediately prior to becoming vacant qualified as a blighted improved area, or (3) the area consists of an unused quarry or unused quarries, or (4) the area consists of unused railyards, rail tracks or railroad rights-of-way, or (5) the area, prior to its designation, is subject to chronic flooding which adversely impacts on real property in the area and such flooding is substantially caused by one or more improvements in or in proximity to the area which improvements have been in existence for at least 5 years, or (6) the area consists of an unused disposal site, containing earth, stone, construction, demolition, excavation or dredge sites, or (7) the area is not less than 50 nor more than 100 acres and 75% of which is vacant, notwithstanding the fact that such area has been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment project area, and which area meets at least one of the factors itemized in provision (1) of this subsection (a), and the area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose."

TAI conducted a field survey of the Project Area on September 29, 1998. Additional information was provided by the Village of Bartlett, the Elmhurst-Chicago Stone Company, and SDI Consultants, Ltd. Teska Associates, Inc. has prepared this report with the understanding that the Village would rely on (i) the findings and conclusions of this report in proceeding with the designation of the Project Area as a Project Area under the Act, and (ii) the fact Teska Associates, Inc. has obtained the necessary information to conclude that the Project Area can be designated as a Project Area as defined by the Act.

Under the Act, vacant land may be declared blighted if it consists of an unused quarry or unused quarries. For purposes of this classification, a quarry refers to an open excavation where the works are visible at the surface, or a place or pit where stone, slate, marble, etc. is dug out or separated from a mass of rock, or other similar open excavations.

The entire Elmhurst-Chicago Stone Company Bartlett quarry makes up over 600 acres of the Project Area and constitutes the greatest single land use. ECSC operated the quarry since the 1960s, under single ownership. However, the recoverable sand and gravel resources are now exhausted, and all resource extraction has permanently ceased. The quarry has become entirely unused and the area is eligible for designation as a blighted area. An asphalt plant located in the quarry continues to function. However, this plant is not related to quarry operations and does not affect the fact that the Project Area is an unused quarry.

**LEGAL DESCRIPTION**

The legal description of the Project Area boundary is as follows:

1 PARCEL 1:

2 GOVERNMENT LOTS 1 AND 2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 40 NORTH,  
3 RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART DESCRIBED AS  
4 FOLLOWS: THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 40  
5 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE  
6 NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF SAID SECTION 4 AND RUNNING THENCE  
7 SOUTH ALONG THE EAST LINE OF SAID QUARTER SECTION, 2502.5 FEET TO THE CENTER OF  
8 SAID SECTION 4; THENCE SOUTH 88 DEGREES 50 MINUTES WEST ALONG THE SOUTH LINE OF  
9 SAID NORTHWEST 1/4, 594 FEET TO THE NORTHWEST CORNER OF LANDS NOW OWNED BY  
10 ALVIN BAKER; THENCE NORTH PARALLEL WITH THE SAID EAST LINE OF THE NORTHWEST 1/4  
11 OF SECTION 4, 1433.02 FEET; THENCE WEST AT RIGHT ANGLES WITH THE LAST DESCRIBED  
12 COURSE, 200 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE OF THE SAID NORTHWEST  
13 1/4, 1063.78 FEET TO THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE NORTH 88 DEGREES  
14 42 MINUTES EAST ALONG SAID LINE, 794 FEET TO THE POINT OF BEGINNING IN DUPAGE  
15 COUNTY, ILLINOIS.

16 PARCEL 2:

17 THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD  
18 PRINCIPAL MERIDIAN, (EXCEPT THE EAST 36 RODS THEREOF), (AND EXCEPT THAT PART THEREOF  
19 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4  
20 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN;  
21 THENCE WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 4, 594 FEET  
22 TO A POINT IN THE WEST LINE OF THE EAST 36 RODS OF THE WEST 1/2 OF SAID SECTION 4 FOR  
23 A POINT OF BEGINNING; THENCE NORTH PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF  
24 SAID SECTION 4, A DISTANCE OF 776.47 FEET TO THE CENTER LINE OF STEARNS ROAD; THENCE  
25 NORTH PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 4, A DISTANCE OF 660  
26 FEET; THENCE WESTERLY ON A STRAIGHT LINE TO A POINT IN THE CENTER OF MUNGER ROAD  
27 AND STEARNS ROAD; THENCE SOUTHERLY ALONG THE CENTER LINE OF MUNGER ROAD TO  
28 THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE EAST ALONG  
29 THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 4, TO THE POINT OF BEGINNING),  
30 AND (AND ALSO EXCEPT THAT PART FALLING IN COUNTY CLERK, RAY W. MAC DONALD'S  
31 ASSESSMENT PLAT RECORDED FEBRUARY 9, 1972 AS DOCUMENT R72-06572), IN DUPAGE  
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35 PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

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39

ROAD (S.A. ROUTE 29), AND LYING EASTERLY OF THE ELGIN, JOLIET, AND EASTERN RAILROAD RIGHT OF WAY IN DU PAGE COUNTY, ILLINOIS.

41

AND ALSO;

42

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE SOUTH RIGHT OF WAY LINE OF STEARNS ROAD (S.A. ROUTE 29) IN DU PAGE COUNTY, ILLINOIS.

44

45

PARCEL 5:

46

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, AND THAT PART OF WEST BARTLETT ROAD IN THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

47

48

49

PARCEL 6:

50

THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, AND THAT PART OF WEST BARTLETT ROAD IN THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 32, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

51

52

## REDEVELOPMENT PLAN

### Purpose of the Redevelopment Plan

Pursuant to the "Tax Increment Allocation Redevelopment Act" (Chapter 65 ILCS 5/11-74.4-1, et seq.) of the Illinois Statutes as amended (hereinafter the "Act"), the purpose of a Redevelopment Plan for a Project Area is to promote the health, safety, morals, and welfare of the general public by:

1. eradicating blighting conditions and instituting conservation measures;
2. removing and alleviating adverse conditions by encouraging private investment of underutilized and vacant properties which will strengthen the economy, tax base, business environment, and living environment;
3. improving existing public utilities within the area; and
4. enhancing the overall quality of the Village of Bartlett.

### Overall Development Plan Goals

These overall goals and objectives are intended to guide redevelopment decisions within the Redevelopment Project Area.

#### *Economic Development*

Goal: Redevelopment of the Project Area in a manner that strengthens the economic vitality of the Village of Bartlett.

#### Objectives:

1. Encourage a variety of redevelopment activities which enhance the Village's tax base and the local economy.
2. Encourage redevelopment projects that are of high quality and yield a high assessed value, thereby strengthening the overall tax base.
3. Establish cooperative and mutually-reinforcing investment opportunities for the public and the private sectors.

#### *Land Use*

Goal: An attractive and vital area comprised of compatible and mutually-supportive land uses.

#### Objectives:

1. Encourage a variety of commercial and industrial facilities in their appropriate locations within the Project Area which appeal to residents, visitors, and workers of Bartlett.

2. Provide adequate parking facilities throughout the Project Area to accommodate residents, visitors, and workers.
3. Accommodate a variety of appropriate uses and users that support and sustain the aesthetic and environmental quality of the area.

#### *Recreation*

Goal: Public spaces that may be used and enjoyed by residents, visitors, and workers.

#### Objectives:

1. Encourage the development and enhancement of public open space in the Project Area.
2. Promote a variety of passive and active recreation uses with a broad appeal that will draw people to the Project Area on a year-round basis.
3. Link open spaces within the Project Area to other recreational opportunities in the Village of Bartlett and the surrounding area through the establishment of an integrated trail and path network.

#### *Public Services and Facilities*

Goal: An efficient system of services and facilities essential to the success of the redeveloped Project Area.

#### Objectives:

1. Ensure that the properties located within the Project Area are served by the necessary public infrastructure to protect the health and safety of residents, visitors, and workers.
2. Provide road systems that facilitate safe and efficient traffic movements.
3. Improve the municipal utility distribution and collection systems.
4. Ensure that the infrastructure required to successfully implement the redevelopment conforms to the Village's standards.

#### *Appearance*

Goal: A visually attractive environment with a strong, positive community image.

#### Objectives:

1. Promote high quality design standards with regard to the development of public and private buildings, signs, site planning, streetscape, and landscaping.
2. Unify the appearance of the Project Area through the consistent use of site improvements such as landscaping, lighting, and signs.

3. Maintain landscape screening and berms on site boundaries.

#### *Transportation*

**Goal:** The provision of roadways to allow for the efficient and safe movement of traffic within the Project Area.

#### **Objectives:**

1. Maintain and improve the quality and capacity of roads which are adjacent to and within the Project Area.
2. Create strong pedestrian and vehicular linkages to facilitate safe and convenient interaction between the Project Area and the rest of the Village of Bartlett.
3. Provide adequate parking facilities within the Project Area to service residents, visitors, and employees.

#### **Redevelopment Project Activities**

The focus of the Redevelopment Plan is the reclamation of the former ECSC Bartlett quarry into a viable industrial/business park, with a significant and very substantial contribution to the economic health and tax base stability of the Village. To achieve the goals and objectives of the Redevelopment Plan, the Village of Bartlett will encourage and facilitate private investment through the adoption of tax increment financing and the provision of public improvements.

Significant site preparation activities are necessary to make the quarry ready for redevelopment. Decades of excavation have resulted in a unique, man-made topography in the Project Area, characterized by significant grade changes, wetlands, artificial lakes and limited vegetation. Over 7.9 million cubic yards of clay will be required to re-grade the quarry in order to make the site practical for redevelopment. This earthwork will be completed in phases, based upon the ease and accessibility of various portions of the former quarry. Those areas which are currently closest to final grade will be involved in the initial phases.

Environmental mitigation will focus primarily on wetlands which have been created during excavation activities. These wetlands now need enhancement in order to become assets to the site and community. Utilities will be constructed and improved to serve new development on the site. Improvements will also be made to roads which provide access to and internal circulation within the Project Area.

As these site preparation activities are completed for each phase, the land will be subdivided into sites suitable for either industrial or business uses. Generally, those portions of the Project Area which are located in Cook County are planned for smaller office park sites. This area is closer to nearby residential areas and is therefore suitable for less intensive office uses. A large detention/wetland area is included in the northeast portion of the Cook County portion of the Project Area. Those areas in DuPage County, south of the Commonwealth Edison right-of-way, are anticipated to contain larger, industrial sites. The Future Land Use Plan (Figure 2) shows the anticipated land uses at the completion of project activities.

Successful completion of these project activities will allow for the redevelopment of the Elmhurst-Chicago Stone Company Bartlett quarry into a viable, high quality industrial/business park. Undertaking the redevelopment program will generate increased tax revenues, expand the availability of high quality industrial and office space in Bartlett, improve the quality and capacity of adjacent arterial roads, and provide a stimulus for additional development in surrounding areas. Moreover, the introduction of significant non-residential tax base and employment opportunities will help the Village achieve its objectives for a diversified, stable community.



### **Eligible Project Costs**

Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a redevelopment plan and a redevelopment project. Such costs may include, without limitation, the following:

1. costs of studies, surveys, development of plans, and specifications, implementation and administration of the Redevelopment Plan including but not limited to staff and professional service costs for architectural, engineering, legal, marketing, financial, planning or other services;
2. property assembly costs including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;
3. costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings and fixtures;
4. costs of the construction of public works or improvements;
5. costs of job training and retraining projects;
6. financing costs including, but not limited to, all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder accruing during the estimated period of construction of any redevelopment project for which such obligations are issued, and for not exceeding 36 months thereafter and including reasonable reserves related thereto;
7. all or a portion of the taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan and Project, to the extent that the Village by written agreement, accepts and approves such costs;
8. relocation costs to the extent that the Village determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law;
9. costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical field leading directly to employment, incurred by one or more taxing districts, as provided by the Act; and
10. interest cost incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project, as provided by the Act.

### **Acquisition and Clearance**

Elmhurst-Chicago Stone Company currently owns the site which will be redeveloped into a high quality industrial/business park. Due to the single ownership of the Project Area, it may not be necessary for the Village to undertake acquisition activities. However, the Village reserves the right to acquire property in the Project Area.

## **Land Disposition**

Property which may be acquired by the Village may be assembled into appropriate redevelopment sites. These properties may be sold or leased by the Village to other public bodies or to private developers, in whole or in part.

Terms of conveyance may be incorporated into appropriate disposition documents or agreements, and may include more specific restrictions than contained in this Redevelopment Plan or in other municipal codes and ordinances governing the use of the land.

No conveyance, lease, mortgage, disposition of land or other property, or agreement relating to the development of property will be made except upon the adoption of an ordinance by the Village. Furthermore, no conveyance, lease, mortgage, or other disposition of land or agreement relating to the development of property shall be made without providing reasonable opportunity for the submission of alternative proposals or bids.

## **Public Improvements**

The Redevelopment Project will provide public improvements in the Project Area to facilitate redevelopment and support the Redevelopment Plan, and to serve the needs of Bartlett residents. Appropriate public improvements may include, but are not limited to, the following:

1. street extension, right-of-way vacation, removal, resurfacing, widening, reconstruction, and other improvements to roads, alleys, pedestrian bridges, pedestrianways, and pathways;
2. development of or improvements to public open space;
3. relocation expenses;
4. improvement of public utilities such as sewer and water lines, sidewalks, curbs and gutters, storm water detention facilities;
5. beautification, lighting, signage, and landscaping of public properties; and
6. demolition of obsolete structures.

Recommended public improvements anticipated to be undertaken include extensive earthwork required to grade the former excavation sites, wetland mitigation, lighting and landscaping, and roadway improvements to Munger Road, Spitzer Road, West Bartlett Road, Stearns Road and various roads within the Project Area. Construction and improvements will also be made to the sanitary sewer system, the water distribution system, and the storm sewer system. The costs associated with these improvements may be shared by the Village of Bartlett and the developer, pursuant to an agreement between the parties. The Village may determine at a later date that certain listed improvements are no longer needed or appropriate and may remove them from the list, or may add new improvements to the list which are consistent with the objectives of this Redevelopment Plan.

### Phasing of Project

The anticipated project will be undertaken over several years. Grading of the site will commence immediately and is expected to take approximately 13 years to complete. The grading will be completed in six phases. At the completion of grading of each phase, the prepared area will be subdivided and developed by individual industrial or business enterprises, or developers of same. The Village may undertake additional public improvements as necessary throughout the life of the project.

### Estimated Project Costs

Table 1 outlines the estimated costs of the Redevelopment Project:

Estimated Redevelopment Project Costs <sup>1</sup>	
Environmental and planning studies, surveys, development of engineering and architectural plans, specifications, implementation and administration fees	\$2,000,000
Wetland mitigation	\$1,300,000
Site preparation (earthwork, landscaping, etc.)	\$23,100,000
Construction of public improvements (construction and improvements to Munger Road, Spitzer Road, West Bartlett Road, Stearns Road, and internal Project Area roads)	\$2,200,000
Construction and improvement of utilities (sanitary sewer, water distribution, storm sewer systems)	\$1,400,000
<b>Total Estimated Project Costs</b>	<b>\$30,000,000</b>

Financing costs during construction (not to exceed 36 months) may also be included.

### Sources of Funds

Funds necessary to pay redevelopment project costs may be derived from a number of authorized sources. These may include, but are not limited to, the following:

1. real property tax increment revenues from the Project Area;
2. tax revenues resulting from the establishment of any Special Service Area districts within the Project Area;
3. interest earned on temporary investments;

---

<sup>1</sup> All costs are in 1999 dollars. Actual incurred costs may be higher than those shown in Table 1 due to normal inflationary forces. Further, due to inflation, specific line items may exceed the amounts in Table 1 in the actual year in which they are incurred.

4. gifts, grants, and contributions;
5. sale or lease of land proceeds; and
6. user fees.

The principal source of funds will be the incremental increase in real property taxes attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real property in the project area over the initial equalized assessed value of each such lot, block, tract or parcel.

#### **Nature and Term of Obligations to be Issued**

The financial plan of this Redevelopment Plan is intended to establish a conservative public expenditure approach. Revenues will be accumulated in the special tax allocation fund to pay for public purpose expenditures identified in this Redevelopment Plan. This method of financing shall not preclude the Village from undertaking initiatives designed to stimulate appropriate private investment in the Project Area.

Certain redevelopment projects may be of such a scale or on such a time-table as to preclude financing on a cash basis. These projects may be funded by the use of tax increment revenue obligations issued pursuant to the Act for a term not to exceed 20 years. Consistent with the conservative nature of the financial plan for this Redevelopment Program, the highest priority for the issuance of tax increment revenue obligations shall occur where a reasonable expectation exists for private sector investment necessary to fund the amortization of such obligations.

All obligations are to be covered after issuance by projected and actual tax increment revenues and by such debt service reserve and sinking funds as may be provided by ordinance. Revenues not required for the retirement of obligations providing for reserves, sinking funds, and anticipated redevelopment project costs may be declared surplus and become available for distribution annually to the taxing districts in the Project Area.

One or more issues of obligations may be sold at one or more times in order to implement this plan, as now or hereafter amended, in accordance with law.

The Village may, by ordinance, in addition to obligations secured by the special tax allocation fund provided by law, pledge for a period not greater than the term of the obligations any part or any combination of the following:

1. net revenues of all or part of the Redevelopment Project;
2. taxes levied and collected on any or all property in the municipality;
3. the full faith and credit of the municipality;
4. a mortgage on part or all of the Redevelopment Project;
5. any other taxes or anticipated receipts that the municipality may lawfully pledge.

## Equalized Assessed Valuation

Table 2 lists the most recent (1998) equalized assessed valuation of properties in the Project Area by tax parcel. The total 1998 equalized assessed valuation of the Project Area is \$3,515,449.

Property	1998 Equalized Assessed Value
01-04-100-002	\$41,880
01-04-100-003	\$90,420
01-04-103-001	\$380,565
01-04-106-002	\$248,040
01-04-300-001	\$986
01-05-101-003	\$184,440
01-05-101-004	\$25,310
01-05-200-002	\$262,640
01-05-201-003	\$36,400
01-05-301-002	\$346,900
01-05-301-005	\$112,250
01-05-400-007	\$243,170
01-05-400-008	\$147,080
01-05-400-009	\$80,330
01-05-400-010	\$48,960
06-32-401-001	\$582,513
06-33-300-001	\$683,565
<b>Total</b>	<b>\$3,515,449</b>

Upon the completion of the Redevelopment Project it is estimated that the equalized assessed valuation of real property within the Project Area will be approximately \$90 million in 1999 dollars. This figure is based upon estimates of value for the redevelopment projects which are anticipated.

## Financial Impact of Redevelopment

Without the adoption of the Redevelopment Plan and Project, the Project Area can not reasonably be expected to be redeveloped by private enterprise. In the absence of Village-sponsored redevelopment, there is a prospect that blighting factors will continue to exist and spread to adjoining areas, and the Project Area on the whole and adjacent properties will become less attractive for the maintenance and improvement of existing buildings and sites. Erosion of the assessed valuation of property in and outside of the Project Area could lead to a reduction of real estate tax revenue to all taxing districts.

Implementation of the Redevelopment Project is expected to have significant short and long term positive financial impacts on the taxing districts affected by this Redevelopment Plan. In the short term, the Village's effective use of tax increment financing can be expected to stabilize existing assessed values in the Project Area, thereby stabilizing the existing tax base for local taxing agencies. In the long term, after the completion of all redevelopment improvements and activities, the completion of Redevelopment Projects and the payment of all Redevelopment Project Costs and municipal obligations, the taxing districts will benefit from any enhanced tax base which results from the increase in equalized assessed valuation caused by the Redevelopment Project.

The following taxing districts cover the proposed redevelopment project area:

1. County of DuPage
2. DuPage County Health Department
3. DuPage County Forest Preserve District
4. DuPage Airport Authority
5. Wayne Township
6. Wayne Township Road
7. Village of Bartlett
8. Bartlett Park District
9. Bartlett Fire District
10. Bartlett Library District
11. Unit School District U-46
12. Elgin Community College District 509
13. Community Mental Health Facility and Service District
14. Gail Borden Public Library District
15. Northwest Mosquito Abatement District
16. Metropolitan Water Reclamation District of Greater Chicago
17. General Assistance Hanover
18. Hanover Township
19. Consolidated Elections
20. Suburban TB Sanitarium
21. Forest Preserve District of Cook County
22. County of Cook
23. Cook County Health Facilities

No new residents are expected to reside in the Project Area at the completion of Redevelopment Activities. Therefore, there will be no increased demand for the services of the majority of these taxing bodies, and no program is set forth in this Redevelopment Plan to address the needs of these taxing bodies. However, three taxing bodies will be impacted by non-residential development: the Village of Bartlett, the Bartlett Fire Protection District, and the Metropolitan Water Reclamation District of Greater Chicago.

*Impact upon Village of Bartlett*

Industrial and business park development is anticipated in the Project Area. Such development will increase demand for services from the Village, including but not limited to the Police, Building, Community Development, Finance, Public Works and other departments, as well as the Village sewage treatment plant.

*Impact upon Bartlett Fire Protection District*

Industrial and business park development is anticipated in the Project Area, and such development will increase the potential number of calls for fire protection services.

*Impact upon Metropolitan Water Reclamation District of Greater Chicago*

Industrial and business park development is anticipated in the Project Area, and such development will generate wastewater as a part of industrial and business activity. However, the increase in wastewater

is projected to be minimal in relation to the total operations of the District. In addition, redevelopment project costs include the necessary sewer extensions and improvements to serve new development, meaning that capital costs for this new infrastructure will not be borne by the District. Therefore no program is set forth in this Redevelopment Plan to assist the Metropolitan Water Reclamation District of Greater Chicago.

#### **Affirmative Action**

The Village of Bartlett will require each private developer entering into an agreement with the Village, in connection with the Redevelopment Project Area, to utilize fair employment practices, including an affirmative action program.

#### **Provision for Amending the Redevelopment Plan Objectives and Project**

The Redevelopment Plan objectives and project may be amended pursuant to provisions of the Act.

#### **FINDINGS OF NEED FOR TAX INCREMENT FINANCING**

On the basis of the eligibility findings and this Redevelopment Plan and Project, the President and Board of Trustees of Bartlett, Illinois, can adopt the following findings pursuant to Section 11-74.4-3(n) of the Act.

#### **Project Area Not Subject to Growth**

The Project Area on the whole has not been subject to appropriate growth and redevelopment through investment by private enterprise, and would not reasonably be anticipated to be developed consistent with Village policies without adoption of this Redevelopment Plan. The private sector, namely Elmhurst-Chicago Stone Company, has determined that excessive site preparation costs make redevelopment economically infeasible without financial and other assistance from the Village of Bartlett. Other quarry sites in the immediate surrounding area, which have not had the benefit of a tax increment financing district or other public assistance, have not attracted sufficient private investment necessary to induce redevelopment.

#### **Conformance with Comprehensive Plan**

The Comprehensive Plan of the Village of Bartlett designates the Project Area for office and industrial use, to be developed in a campus like setting under a master development plan scheme. Therefore, this Redevelopment Project conforms to the intent of the Comprehensive Plan of the Village of Bartlett.

#### **Date of Completion**

The estimated year of completion of the redevelopment project under no circumstances shall extend beyond the year 2022 (23 years from the date of adoption of the ordinance approving the Project Area).

**NOTICE OF AMENDMENT TO THE ESTIMATED  
REDEVELOPMENT PROJECT COSTS FOR THE BARTLETT  
QUARRY REDEVELOPMENT PLAN AND PROJECT**

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**NOTICE** is hereby given to each affected taxing district listed on Exhibit 1 and to each registrant on the interested parties registry listed on Exhibit 2 with respect to the Bartlett Quarry Redevelopment Project Area legally described on Exhibit 3 attached hereto (the "Area"), as to the amendment to the redevelopment plan for the Area as defined in the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, *et seq.* (the "Act"), to wit:

On August 16, 2016, the President and Board of Trustees (the "Corporate Authorities") of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Village") adopted Ordinance 2016-\_\_\_\_, "AN ORDINANCE Approving Amended Estimated Redevelopment Project Costs in the Bartlett Quarry Redevelopment Plan", which Ordinance is hereby incorporated in this Notice by reference ("Ordinance 2016-\_\_\_\_").

Ordinance 2016-\_\_\_\_ approves of an increase in the total estimated redevelopment project costs set out in the redevelopment plan (the "Plan") for the Bartlett Quarry Redevelopment Project Area that was approved by the Corporate Authorities by the adoption of Ordinance No. 99-67 on July 6, 1999.

The Total Estimated Redevelopment Project Costs set out in the Plan adopted in 1999 were \$30,000,000. The amendment set forth in Ordinance 2016-\_\_\_\_ increases the Total Estimated Redevelopment Project Costs for the Bartlett Quarry Redevelopment Project Area (the "Area") to \$44,000,000. This change does not increase the total estimated project cost set out in the Plan by more than 5% after adjustment for inflation calculated from July 8, 1999, the date the Plan was adopted. The change does not extend the life of the TIF, nor does it amend the Area.

This Notice is being given pursuant to Section 5/11-74.4-5(c) of the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-5(c)).

Kevin Wallace, President  
Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

Karolyn Nance, Director  
Bartlett Library District  
800 South Bartlett Road  
Bartlett, IL 60103

James Barr, Administrator  
Hanover Township  
250 S. Route 59  
Bartlett, IL 60103

James R. McCarthy, President  
Bartlett Fire Protection District  
234 North Oak Avenue  
Bartlett, IL 60103

Donna Smith, President  
School District U-46  
355 East Chicago Ave.  
Elgin, IL 60120

Terry Mason  
Cook Co. Dept. of Public Health  
1010 Lake Street  
Oak Park, IL 60301

Theodore J. Lewis, President  
Bartlett Park District  
696 West Stearns Road  
Bartlett, IL 60103

Juanita Martinez  
Wayne Township General Assist.  
27W031 North Ave  
West Chicago, IL 60185

Mr. Dan Cronin, Chairman  
County of DuPage  
421 N. County Farm Rd  
Wheaton, IL 60187

Stephen Davis, Chairman  
DuPage Airport Authority  
2700 International Drive  
West Chicago, IL 60185

Rita Fletcher, Executive Director  
Bartlett Park District  
696 West Stearns Road  
Bartlett, IL 60103

Tony Sanders  
School District U-46  
355 East Chicago Avenue  
Elgin, IL 60120

David St. Pierre, Exec. Director  
Metro Water Reclamation Dist.  
100 E. Erie St.  
Chicago, IL 60611

Craig Ochoa, Hwy Comm.  
Hanover Township Road & Bridge  
250 S. Route 59  
Bartlett, IL 60103

Arnold Randall, Gen. Superintendent  
Forest Preserve Dist. of Cook County  
536 N. Harlem  
River Forest, IL 60305

Jack Budz, President  
Bartlett Public Library  
800 South Bartlett Road  
Bartlett, IL 60103

Karen Ayala, Director  
DuPage County Health Dept.  
111 N. County Farm Rd.  
Wheaton, IL 60187

Tom Arends, Supervisor  
Wayne Township  
27W031 North Ave.  
West Chicago, IL 60185

Tom Cuculich, Director of Economic  
Development and Planning  
DuPage County  
421 N. County Farm Road  
Wheaton, IL 60187

Michael Falese, Fire Chief  
Bartlett Fire Protection District  
234 North Oak Avenue  
Bartlett, IL 60103

Dr. David Sam, President  
Elgin Community College  
1700 Spartan Drive  
Elgin, IL 60123

Brian P. McGuire, Supervisor  
Hanover Township  
250 S. Route 59  
Bartlett, IL 60103

David Orr, County Clerk  
Consolidate Elections, Cook Cnty  
69 W. Washington St. 5<sup>th</sup> Floor  
Chicago, IL 60602

Toni Preckwinkle, Board President  
County of Cook  
118 North Clark Street, Room 537  
Chicago, IL 60602

Michael Jasso  
Cook County Econ. Development  
69 W. Washington, Ste. 2900  
Chicago, IL 60602

Carol Medal, Director  
Gail Borden Public Library  
200 N. Grove Ave.  
Elgin, IL 60120

Joseph Cantore., President  
DuPage Forest Preserve  
P.O. Box 5000  
Wheaton, IL 60189



**To:** The Village of Bartlett

**From:** Michael Laube

**Subject:** Inflationary Budget Changes to the Bartlett Quarry Redevelopment Area Project and Plan

**Date:** May 16, 2016

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### **Overview**

The Village of Bartlett (the “Village”) adopted the Bartlett Quarry Redevelopment Area Project and Plan on July 6, 1999. The original budget of Estimated Redevelopment Project Costs as shown on page 13, Table 1 was \$30,000,000. The TIF Act, prior to 1999 allows for adjustments to the budget based on inflation as follows:

(9) For redevelopment project areas designated prior to November 1, 1999, the redevelopment plan may be amended without further joint review board meeting or hearing, provided that the municipality shall give notice of any such changes by mail to each affected taxing district and registrant on the interested party registry, to authorize the municipality to expend tax increment revenues for redevelopment project costs defined by paragraphs (5) and (7.5), subparagraphs (E) and (F) of paragraph (11), and paragraph (11.5) of subsection (q) of Section 11-74.4-3, so long as the changes do not increase the total estimated redevelopment project costs set out in the redevelopment plan by more than 5% after adjustment for inflation from the date the plan was adopted.

The purpose of this analysis is to make that calculation as to what the budget is as of the date of this memo for the eligible reimbursement of project costs under this provision.

*To: The Village of Bartlett*

*Date: May 16, 2016*

*Page 2*

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## **Methodology**

The TIF Act, as noted above, allows for a 5% increase after adjustment for inflation is made from the date of the plan was adopted.

The Redevelopment Plan and Project, on page 13, specifically provides that “All costs are in 1999 dollars. Actual costs may be higher than those shown in Table 1 due to normal inflationary forces. Further, due to inflation, specific line items may exceed the amounts in Table 1 in the actual year in which they are incurred”.

Neither the Redevelopment Plan and Project nor the TIF Act specifies which inflationary index to use. Therefore, we have applied a very conservative Consumer Price Index for All Urban Consumers (“CPI-U”): U.S. city average, all items as published by the Bureau of Labor Statistics.

Please see attached Table 2 to this memo for all the annual data.

## **Conclusion**

Based on the data provided and the historical CPI-U, the Plan may be amended to reimburse for total Project Costs of \$44,269,385 without further joint review board hearing as long as notice is sent to each affected taxing district and every registrant on the interested party registry.

Please see attached Table 1 for the detailed calculation of the increased budget.

### **Attachments:**

Table 1 – Calculation of the Increase in Budget

Table 2 – CPI-U Data

Bartlett  
 Bartlett Quarry Redevelopment Project Area  
 Budget Adjusted by CPI

	Year	Amount	Annual Adjustment Table 2
Initial Budget	1999	\$ 30,000,000	
	2000	\$ 31,016,043	3.39%
	2001	\$ 31,497,326	1.55%
	2002	\$ 32,245,989	2.38%
	2003	\$ 32,852,050	1.88%
	2004	\$ 33,921,569	3.26%
	2005	\$ 35,080,214	3.42%
	2006	\$ 35,971,480	2.54%
	2007	\$ 37,439,572	4.08%
	2008	\$ 37,473,797	0.09%
	2009	\$ 38,493,583	2.72%
	2010	\$ 39,069,340	1.50%
	2011	\$ 40,226,738	2.96%
	2012	\$ 40,927,094	1.74%
	2013	\$ 41,541,711	1.50%
2014	\$ 41,855,971	0.76%	
2015	\$ 42,161,319	0.73%	
			5%
Final Budget	\$	<u>44,269,385</u>	(Statutory Increase after Inflation)

**Bartlett**  
**Bartlett Quarry Redevelopment Project Area**  
**Budget Adjusted by CPI**  
**CPI Data**

Year	CPI - All Urban Consumers	Percent Change
1999	168.3	
2000	174	3.39%
2001	176.7	1.55%
2002	180.9	2.38%
2003	184.3	1.88%
2004	190.3	3.26%
2005	196.8	3.42%
2006	201.8	2.54%
2007	210.036	4.08%
2008	210.228	0.09%
2009	215.949	2.72%
2010	219.179	1.50%
2011	225.672	2.96%
2012	229.601	1.74%
2013	233.049	1.50%
2014	234.812	0.76%
2015	236.525	0.73%

March 27-17

**VILLAGE OF BARTLETT, ILLINOIS  
TAX INCREMENT REVENUE BONDS  
(Brewster Creek Project)**

		<u>Phone</u>	<u>Fax</u>
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	Michael S. Laube <a href="mailto:mlaube@laubecompanies.com">mlaube@laubecompanies.com</a>	312-674-4537	312-275-7474

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# Agenda Item Executive Summary

Item Name Brewster Creek TIF Developer Note Committee or Board Board

## BUDGET IMPACT

Amount: 287,600 Budgeted 287,600

List what fund Brewster Creek TIF Project

## EXECUTIVE SUMMARY

Brewster Creek Public Improvements - TIF Developer Note #3, Payout #36

## ATTACHMENTS (PLEASE LIST)

Finance Memo 2016-16, dated August 9, 2016  
Resolution  
Memorandum of Payment  
Owner's Sworn Statement  
Village Engineer letter

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION:** I move to approve Resolution Number 2016-\_\_\_\_\_ A Resolution Approving of Disbursement Request for Payout No. 36 from the Subordinate Lien Tax Increment Revenue Note, Series 2007 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

Staff: Jeff Martynowicz/Finance Director

Date: 08/09/16



## Village of Bartlett Finance Department Memo 2016 - 16

**DATE:** August 9, 2016

**TO:** Valerie Salmons, Village Administrator

**FROM:** Jeff Martynowicz, Finance Director

**SUBJECT:** Brewster Creek TIF Developer Note #3 Payout #36

In November 2007, the Board authorized the Village to issue Developer Note #3, not to exceed \$10,400,000 to Elmhurst Chicago Stone for continuing the public improvements in the Brewster Creek TIF. Elmhurst Chicago Stone advances funds from their own sources and receives a note from the Village to get reimbursement if and when there is sufficient tax increment to do so and after all other TIF obligations are paid.

Attached are a resolution and several documents to approve the 36<sup>th</sup> development note #3 payout request for the Brewster Creek TIF development. The requested amount is \$287,600.00. The note requires the reimbursements to be in even increments of \$100. The total requested including this payout is \$8,389,800. The attachments are various documents required by the Village's redevelopment agreement. The attachments include:

1. Resolution Approving of Payment Request
2. Memorandum of Payment
3. Owner's Sworn Statement
4. Village Engineer letter concurring with Disbursement Request

Upon approval of the resolution, the note will be executed and the amount tracked for payment as increment becomes available.

**MOTION:** I move to approve Resolution Number 2016-\_\_\_\_\_ A Resolution Approving of Disbursement Request for Payout No. 36 from the Subordinate Lien Tax Increment Revenue Note, Series 2007 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

**RESOLUTION 2016- -R**

**A RESOLUTION APPROVING OF DISBURSEMENT REQUEST FOR PAYOUT NO. 36 FROM THE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES 2007 FOR THE ELMHURST CHICAGO STONE BARTLETT QUARRY REDEVELOPMENT PROJECT**

**WHEREAS**, pursuant to the Redevelopment Agreement dated as of November 1, 1999 between the Village and Elmhurst Chicago Stone Company (“ECS”), the Village agreed to issue subordinate lien tax increment revenue notes from which certain TIF eligible expenses related to the Bartlett Quarry Redevelopment Project (the “Project Costs”) are to be reimbursed according to certain procedures for payment; and

**WHEREAS**, the Village passed an Ordinance providing for the issue of certain Subordinate Lien Tax Increment Revenue Notes, Series 2007, in an amount not to exceed \$10,400,000 (the “Series 2007 Subordinate Note”); and

**WHEREAS**, ECS has delivered to the Village its thirty-sixth Memorandum of Payment requesting that it be reimbursed the sum of \$287,600.00 in Project Costs for Payout No. 36 from the Subordinate Lien Tax Increment Revenue Note; and

**WHEREAS**, ECS has submitted an owner’s sworn statement, general contractor’s sworn statement, waivers of lien, invoices and other documentation (the “Supporting Documentation”) in support of its thirty-sixth Memorandum of Payment request in accordance with Section 12-1 of the Redevelopment Agreement to support eligible Project Costs which documentation has been reviewed and approved by the Village Engineer, and he has concurred with the Developer’s Engineer that the work has been completed and materials are in place as indicated by the thirty-sixth Memorandum of Payment request; and

**WHEREAS**, The Series 2007 Subordinate Note requires advances to be in even increments of \$100,

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

**SECTION ONE:** The Memorandum of Payment No. 36 of Elmhurst Chicago Stone Company requesting reimbursement from the Series 2007 Subordinate Note in the sum of \$287,600.00 is hereby approved.

**SECTION TWO: SEVERABILITY.** If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** August 16, 2016

**APPROVED:** August 16, 2016

---

Kevin Wallace, Village President

**ATTEST:**

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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- R, enacted on August 16, 2016 and approved on August 16, 2016, as the same appeared from the official records of the Village of Bartlett.

---

Lorna Giles, Village Clerk

**DEVELOPER NOTE #3**  
**MEMORANDUM OF PAYMENT NO. 36**

Pursuant to the **REDEVELOPMENT AND FINANCING AGREEMENT** (the "Agreement") between the **VILLAGE OF BARTLETT** (the "Village") and **ELMHURST-CHICAGO STONE COMPANY** (the "Developer"), dated November 4, 1999, the Developer hereby submits a signed Memorandum of Payment pursuant to Section 12-2 of said Agreement. Attached to this Memorandum of Payment is the following:

1. Documentation which authorizes and requests partial payment; and
2. Documentation which sets forth payments by the Developer of the invoices for which partial payments is being requested; and
3. Such other documentation as is required by Section 12-1.C of the Agreement.
4. Developer requests payment in the sum of \$287,600 bearing an interest rate at 9.0% per annum.

**ELMHURST-CHICAGO STONE COMPANY**

By:           Kenneth J. Palmer          

Dated:           8/8/16

**DEVELOPER NOTE #3  
OWNER'S SWORN STATEMENT TO CHICAGO TITLE INSURANCE COMPANY**

Commitment No.

Draw No. 36

State of Illinois, County of Du Page

THE AFFIANT, Kenneth J Lahner, being duly sworn on oath deposes and says that he is Vice President of Elmhurst Chicago Stone Company 400 West 1st Street, Elmhurst, IL 60126, owner for the premises in Du Page County, Illinois described on Exhibit A attached hereto

That, for the purposes of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of such persons, the amounts paid and the amount due or to become due to each.

NAME & ADDRESS	KIND OF WORK	AMT OF CONTRACT	EXTRAS TO CONTRACTS	RETENTION (INC. CURRENT)	NET OF PREVIOUS PAYMENTS	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
Bryan E. Mraz & Associates 111 East Irving Park Road Roselle, IL 60172	Legal Fees	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00
Faermark, Mindel & Williams LLC 1900 South Highland - Suite 100 Lombard, IL 60148	Legal Fees	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00
Chapman & Cutler P O Box 71291 Chicago, IL 60694	Legal Fees	\$52,000.00	\$0.00	\$0.00	\$52,000.00	\$0.00	\$0.00
Terracon Consultants, Inc 135 Ambassador Drive Naperville, IL 60540-3955	Geotechnical Exploration	\$14,863.93	\$0.00	\$0.00	\$14,863.93	\$0.00	\$0.00
Village of Bartlett West Suburban Bank	Rounding	\$289.22	\$0.00	\$0.00	\$289.22	\$0.00	\$0.00
Encap, Inc 1709 Afton Road Sycamore, IL 60178	Wetlands Management	\$223,555.21	\$0.00	\$0.00	\$223,555.21	\$0.00	\$0.00
Planning Resources, Inc 402 West Liberty Drive Wheaton, IL 60187	Wetlands Monitoring	\$70,917.03	\$0.00	\$0.00	\$70,917.03	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Spitzer Road	\$2,188.05	\$0.00	\$0.00	\$2,188.05	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bike Path	\$95,715.00	\$0.00	\$0.00	\$95,715.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Fire Station	\$16,415.90	\$0.00	\$0.00	\$16,415.90	\$0.00	\$0.00
V3 Construction 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bike Path	\$3,442.41	\$0.00	\$0.00	\$3,442.41	\$0.00	\$0.00
V3 Construction 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Grade Spitzer Road at Fire Station	\$9,741.76	\$0.00	\$0.00	\$9,741.76	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bartlett Quarry Professional Surveying	\$3,546.80	\$0.00	\$0.00	\$3,546.80	\$0.00	\$0.00
Lake County Grading Co, LLC P O Box L Libertyville, IL 60048	Lot 9E Mass Grading	\$245,943.80	\$0.00	\$0.00	\$245,943.80	\$0.00	\$0.00

NAME & ADDRESS	KIND OF WORK	AMT OF CONTRACT	EXTRAS TO CONTRACTS	RETENTION (INC. CURRENT)	NET OF PREVIOUS PAYMENTS	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Spitzer Road at Fire Station Paving	\$45,595.00	\$0.00	\$0.00	\$45,595.00	\$0.00	\$0.00
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Spitzer Road Paving	\$5,367.91	\$0.00	\$0.00	\$5,367.91	\$0.00	\$0.00
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Brewster Creek Blvd Ext	\$8,298.24	\$0.00	\$0.00	\$8,298.24	\$0.00	\$0.00
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Brewster Creek Boulevard	\$381,263.38	\$0.00	\$0.00	\$381,263.38	\$0.00	\$0.00
Fleming's Landscape 1828 Arabian Avenue Naperville, IL 60565	Dania Frontage Tree & Seed	\$1,290.00	\$0.00	\$0.00	\$1,290.00	\$0.00	\$0.00
Com Ed C/O V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Electric Service Hardt & Humbracht	\$7,127.67	\$0.00	\$0.00	\$7,127.67	\$0.00	\$0.00
Landworks. Ltd 751 S. Bolingbrook Drive Link #17 Bolingbrook, IL 60440	Minador Wetlands Mitigation	\$107,589.34	\$0.00	\$0.00	\$107,589.34	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Repair Potholes and Fire Hydrant	\$3,978.50	\$0.00	\$0.00	\$3,978.50	\$0.00	\$0.00
La Fayette Home Nursery RR 1 Box 1A La Fayette, IL 61449	Controlled Burn of Wetland Slopes	\$7,950.00	\$0.00	\$0.00	\$7,950.00	\$0.00	\$0.00
Anchor Electric 291 East St Charles Road Carol Stream, IL 60188	Humbracht Circle Ext Street Lighting	\$72,152.39	\$0.00	\$0.00	\$72,152.39	\$0.00	\$0.00
R-Mark Wildlife Mgt P O Box 3992 St Charles, IL 60174	Muskrat & Beaver Control	\$4,075.00	\$0.00	\$0.00	\$4,075.00	\$0.00	\$0.00
Pizzo and Associates, Ltd P O Box 98 136 Railroad Street Leland, IL 60531	Wetlands Management	\$153,569.10	\$0.00	\$0.00	\$153,409.36	\$0.00	\$159.74
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Respread Topsoil on Wetland Slopes	\$2,185.00	\$0.00	\$0.00	\$2,185.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Topographic Mapping	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Brewster Creek Blvd Pavement Rehab	\$41,500.00	\$0.00	\$0.00	\$41,500.00	\$0.00	\$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Surveying Consulting Services	\$25,078.00	\$0.00	\$0.00	\$25,078.00	\$0.00	\$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Wetlands Parking	\$69,425.00	\$0.00	\$0.00	\$64,525.00	\$0.00	\$4,900.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9B	\$25,000.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Neenah Grates	\$4,315.68	\$0.00	\$0.00	\$4,315.68	\$0.00	\$0.00

NAME & ADDRESS	KIND OF WORK	AMT OF CONTRACT	EXTRAS TO CONTRACTS	RETENTION (INC. CURRENT)	NET OF PREVIOUS PAYMENTS	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
Martam Construction 1200 Gasket Drive Elgin, IL 60120	Lot 9B Mass Grading	\$449,822.50	\$0.00	\$0.00	\$449,822.50	\$0.00	\$0.00
Martam Construction 1200 Gasket Drive Elgin, IL 60120	Lot 9B, 9G, 9H, & 9I Mass Grading	\$1,933,899.10	\$264,382.55	\$0.00	\$2,198,281.65	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	BCBP 2015 Mass Grading - Bidding, Final Engineering, Topographic Mapping for Lots 9B,9G, 9H, 9I	\$63,247.50	\$0.00	\$0.00	\$63,247.50	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Brewster Creek Lot 9 Arco Murray - Final Engineering & Topographic Mapping	\$71,572.50	\$0.00	\$0.00	\$71,572.50	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	BCBP Lot 9 MG - Construction Management	\$80,000.00	\$0.00	\$0.00	\$80,000.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Wetlands Sanitary Sewer Grading	\$33,641.75	\$0.00	\$0.00	\$33,641.75	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9 Mass Grading	\$41,701.81	\$0.00	\$0.00	\$41,701.81	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Land Planning, Engineering & Surveying Services	\$4,170.00	\$0.00	\$0.00	\$4,170.00	\$0.00	\$0.00
Terracon Consultants, Inc 135 Ambassador Drive Naperville, IL 60540-3955	Lot 9B Mass Grading- Material Testing	\$34,300.00	\$0.00	\$0.00	\$14,157.50	\$0.00	\$20,142.50
Terracon Consultants, Inc 135 Ambassador Drive Naperville, IL 60540-3955	Lots 9B, 9G, 9H & 9I Mass Grading - Material Testing	\$71,060.00	\$4,193.00	\$0.00	\$75,253.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9 Wetland Basin Hydrologic Study and Grading Plan	\$375,000.00	\$0.00	\$0.00	\$72,500.00	<b>\$250,500.00</b>	\$52,000.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9C1 Mass Grading Construction Management	\$175,000.00	\$0.00	\$0.00	\$142,500.00	<b>\$17,000.00</b>	\$15,500.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bike Path Design	\$21,000.00	\$0.00	\$0.00	\$21,000.00	\$0.00	\$0.00
Geo Services, Inc. 805 Amherst Ct, Ste 204 Naperville, IL 60565-3488	Material Testing Services	\$150,000.00	\$8,181.25	\$0.00	\$138,148.75	<b>\$20,032.50</b>	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Cook Cty Land Planning	\$1,802.50	\$0.00	\$0.00	\$1,802.50	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Cook Cty Topo Survey	\$40,000.00	\$0.00	\$0.00	\$40,000.00	\$0.00	\$0.00
Martam Construction 1200 Gasket Drive Elgin, IL 60120	Lot 9C1 Mass Grading	\$3,087,183.05	\$111,097.30	\$154,359.15	\$2,932,823.88	\$0.00	\$265,456.47
<b>TOTALS</b>		<b>\$8,357,780.03</b>	<b>\$387,854.10</b>	<b>\$154,359.15</b>	<b>\$8,099,942.92</b>	<b>\$287,532.50</b>	<b>\$358,158.71</b>

AMOUNT OF ORIGINAL CONTRACT	\$8,357,780.03	WORK COMPLETED TO DATE	\$8,541,834.57
EXTRAS TO CONTRACT	\$387,854.10	LESS: 0.00% RETAINED	\$154,359.15
TOTAL CONTRACT AND EXTRAS	\$8,745,634.13	NET AMOUNT EARNED	\$8,387,475.42
CREDITS TO CONTRACT			
ADJUSTED TOTAL CONTRACT	\$8,745,634.13	NET PREVIOUSLY PAID	\$8,099,942.92
		NET AMOUNT OF THIS PAYMENT	\$287,532.50
		BALANCE TO BECOME DUE (Inc. Retent)	\$358,158.71

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed 100% of the cost of work completed to date.

I agree to furnish Waivers of Lien for the material under my contract when demanded.

  
 \_\_\_\_\_  
 Kenneth J Lahner  
 Vice President

Subscribed and sworn before me this 8th day of August, 2016

The above sworn statement should be obtained by the owner before each and every payment

  
 \_\_\_\_\_  
 Notary



August 9, 2016

Mr. Jeff Martynowicz, Director of Finance

RE: DEVELOPER NOTE # 3 MEMORANDUM  
OF PAYMENT # 36 – RELATIVE TO THE  
REDEVELOPMENT AND FINANCING  
AGREEMENT BETWEEN THE VILLAGE  
OF BARTLETT AND ELMHURST CHICAGO  
STONE COMPANY

Dear Jeff:

We are herein submitting information relative to the above referenced payment request for the redevelopment of the Elmhurst Chicago Stone Company property in Bartlett. Included as part of the documentation is:

- The Developer Note # 3 Memorandum of Payment # 36 from Elmhurst Chicago Stone Company requesting payment in the amount of **\$ 287,600.00** to reimburse itself for monies spent on the project for the period of **JUNE 1, 2016** through **JUNE 30, 2016**;
- An Owner's Sworn Statement listing the contractors and material suppliers with the total contract price, amounts previously paid, amount to be paid this request and the balance due on each respective contract.

We have also reviewed:

- Executed contracts, agreements for services and purchase orders;
- Contractor invoices, work completion and amounts paid or retained;
- Partial or final waivers of lien and sworn statements for each contractor or vendor receiving payment on this draw.

All documentation provided and reviewed meets the requirements of Section 12-1 of the Redevelopment and Financing Agreement between the Village of Bartlett and Elmhurst Chicago Stone Company.

We have also reviewed the certification of V3 Companies and Geo-Services, Inc. stating that the work has been completed and materials are in place as indicated on the Developer Note # 3 Memorandum of Payment # 36. Based on periodic field observations and review of supporting documents submitted, we concur with the opinion of V3 Companies and Geo-Services, Inc. that the work has been completed and materials are in place as indicated in the Developer Note # 3 Memorandum of Payment # 36, covered by the dates June 1, 2016 through June 30, 2016.

Please contact our office if there are any questions.

Bartlett Village Engineer

A handwritten signature in black ink, appearing to read "Robert Allen". The signature is fluid and cursive, with a large initial "R" and "A".

Robert Allen, P.E.

cc: Todd Dowden, Finance Department  
Dan Dinges, P.E., Director of Public Works  
Kenneth Lahner, Elmhurst Chicago Stone Company  
Bryan Mraz, Village Attorney



# Agenda Item Executive Summary

Item Name Wayne Township Bicycle Plan Committee or Board Board

## BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

## EXECUTIVE SUMMARY

The Wayne Township Bicycle Plan was prepared as a result of a grant from the Local Technical Assistance (LTA) program through CMAP. Bicycle path improvements are planned in the unincorporated areas of Wayne Township, portions of the Village of Bartlett and the Village of Wayne. The **Bike and Run Plan Advisory Committee** reviewed the Wayne Township Bicycle Plan at their meeting on June 30, 2016. The Committee recommended **approval** of the Resolution in support of the Wayne Township Bicycle Plan.

## ATTACHMENTS (PLEASE LIST)

Staff Memo, Resolution of Support for Wayne Township Bicycle Plan, Minutes of the Bike and Run Plan Committee meeting of June 30, 2016.

## ACTION REQUESTED

For Discussion Only:

- Resolution
- Ordinance
- Motion -To Approve Resolution 2016-\_\_\_\_\_ A Resolution in Support of the Wayne Township Bicycle Plan.

Staff: Jim Plonczynski, Com Dev Director Date: 8/5/2016

**COMMUNITY DEVELOPMENT MEMORANDUM**

**16-156**

**DATE:** August 5, 2016  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jim Plonczynski, CD Director  
**RE:** Wayne Township Bicycle Plan Resolution

---

The Wayne Township Road Commissioner prepared a Township Bicycle Plan with the assistance of the Active Transportation Alliances for all of the unincorporated areas of the Township, portions of the Village of Bartlett and the Village of Wayne. The Bicycle Plan took into consideration existing paths, path connections and future extensions to area wide bike path networks. The Wayne Township Road Commissioner requested the Village support the Wayne Township Bicycle Plan. The Village Board recently formed the Bike and Run Plan Advisory Committee and requested that the committee review the Wayne Township Bicycle Plan.

At their June 30, 2016 meeting the Bike and Run Plan Committee reviewed the Wayne Township Bicycle Plan and recommended support of the plan to the Village Board.

Attached are the minutes of the Bike and Run Plan Committee meeting, a resolution of support for the Wayne Township Bicycle Plan and the Bike Plan.

## RESOLUTION 2016-\_\_\_\_\_

### A RESOLUTION IN SUPPORT OF THE WAYNE TOWNSHIP BICYCLE PLAN

**WHEREAS**, the residents of the Village of Bartlett have a great interest in bicycling running, and walking, and support bike paths, trail construction and pedestrian facilities within the Village of Bartlett and region; and

**WHEREAS**, numerous bike paths improve health, well-being and quality of life for our community, and promote community investment, economic growth and development; and

**WHEREAS**, the Wayne Township Road District hired consultants and worked with the citizens of Wayne Township and a steering committee since May, 2014 to develop the Wayne Township Bicycle Plan (the "Wayne Township Plan"); and

**WHEREAS**, the Wayne Township Plan addresses opportunities for improvement of pedestrian, bike and trail facilities throughout Wayne Township and the area, and also addresses programmatic and policy recommendations to improve the biking and pedestrian environment in the Township; and

**WHEREAS**, the Plan has been presented to all communities in an around Wayne Township and received universal support;

**WHEREAS**, the Village of Bartlett recently approved the formation of the Bike and Run Plan Advisory Committee, to study and craft an independent and unique vision for bike paths, trail construction and pedestrian facilities within in the Village of Bartlett;

**WHEREAS**, the Village of Bartlett recognizes that bike paths, trail construction and pedestrian facilities require a multifaceted regional approach for the benefit of all;

**WHEREAS**, the Village of Bartlett recognizes and appreciates the Wayne Township Plan;

**WHEREAS**, the Village of Bartlett desires to implement its own vision and plan in cooperation with all units of local government in order to facilitate the expansion and enhancement of bike paths, trail construction and pedestrian facilities throughout the region;

**NOW THEREFORE BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, that the Wayne Township Bicycle Plan, along with its related appendices and recommended projects, programs and policy updates, is hereby supported, and further, the Village of Bartlett looks forward to working with Wayne Township and all other units of local government to develop and implement Bartlett's

bike plan and enhance bike paths, trail construction and pedestrian facilities throughout the region.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:**            This 16<sup>th</sup> day of August, 2016

**APPROVED:**        This 16<sup>th</sup> day of August, 2016

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

**ATTEST:**

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

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

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 August 16, 2016, and approved on August 16, 2016, as the same appears from the official records of the Village of Bartlett.

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

## **REVIEW OF THE BICYCLE PLAN FOR WAYNE TOWNSHIP**

Chairman Camerer stated a copy of the Wayne Township Bicycle Plan was included in the packet. Chairman Camerer is of the opinion after reviewing the Wayne Township Plan there are some good ideas and input from the community and believes our own personal direction should look at what we can afford to do first and prioritize as most items will probably fall under long range like maintenance first, we need to spend money wisely, if any is allocated to pathways. J. Plonczynski wanted to mention a few things from staff's prospective: as Chairman Camerer stated prioritizing things the Village needs to do for its bike paths are key for any implementation of the plan and right now there is no budget yet. There are some capital improvements in the Wayne Township Plan that would fall with the Village so it would have to be in our budget in order to be implemented. He stated there would be no issue with endorsing the plan.

**A motion was made to recommend approval of endorsing the Wayne Township Bicycle Plan.**

**Motioned by: T. Witt**

**Seconded by: B. Hendricks**

**Discussion:** T. Witt wanted to bring up that not everything in the Township Plan costs money. T. Witt stated there is one item he would like have a little discussion on, Complete Streets Policy. T. Witt gave some information and informed the Committee on who has adopted a Complete Streets Policy already. He would like to see the Village of Bartlett do a Complete Streets Policy. T. Witt will bring it up more under new business. There was a brief discussion on the planning process and how to be in the process for all projects including road improvements. There was also a brief discussion on trail closures and signs notifying citizens of closures also about improving small sections of trails instead of a little of everything at once. Chairman Camerer stated since the Village of Bartlett is composed of other townships and not just Wayne Township we need to be cognoscente of what bike improvements need to be outside of Wayne Township even if we endorse this plan, we need to be aware of all the other areas that recommendations were not made of yet. He is of the opinion endorsing this does not mean we will do all the suggestions in the Plan but this plan definitely has merit. With no further discussion,

**Roll call:**

**Ayes: T. Witt, B. Hendricks, J. Stacy, D. Palmer and Chairman Camerer**

**Nays: None**

**Motion carried.**

# BICYCLE PLAN *for* WAYNE TOWNSHIP



APRIL 2015



# BICYCLE PLAN *for* WAYNE TOWNSHIP

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# Acknowledgements

## BICYCLE PLAN STEERING COMMITTEE

This plan represents the combined vision and goals of the steering committee that guided its development as well as residents and other key stakeholders. Thank you to these residents and the members of the steering committee for donating time to this project.

## STEERING COMMITTEE MEMBERS:

Katie Bowman, Village Planner, Village of Hanover Park

Shannon Burns, Former Board Member, Forest Preserve District of DuPage County

Dan Dinges, Director of Public Works, Village of Bartlett

Martin McManamon, Highway Commissioner, Wayne Township Road District

Kurt Meissner, City Councilor, City of West Chicago

Laurie Nowak, Former Board Member, DuPage County Board

Wanda Skrzypczak, Bartlett Resident

Kristy Stone, GIS Specialist, Village of Bartlett

Ann Tigges, Trustee, Village of Wayne

Mary Ellen Weller, Manager of Landscape Architecture, Forest Preserve District of DuPage County

Terry Witt, Director of Advocacy, Spin Doctor Cyclewerks

## ADDITIONAL INPUT WAS PROVIDED BY THE FOLLOWING STAKEHOLDERS:

Robert Guicco, Carol Stream resident

Andrea Hoyt, Director of Planning, Forest Preserve District of DuPage County

Jim Knudsen, Engineering Services Director, Village of Carol Stream

Jessica Ortega, Landscape Architect Supervisor, Forest Preserve District of DuPage County

Ed Reidy, Superintendent of Parks and Planning, Bartlett

Aaron Reinke, Trustee, Village of Bartlett

Daniel Thomas, Trails Coordinator, DuPage County Department of Transportation

## ABOUT THE CONSULTANTS

The mission of Active Transportation Alliance is to make bicycling, walking, and public transit so safe, convenient, and fun that we will achieve a significant shift from environmentally harmful, sedentary travel to clean, active travel. We advocate for transportation that encourages and promotes safety, physical activity, health, recreation, social interaction, equity, environmental stewardship, and resource conservation.

We are both Chicagoland's voice for better biking, walking, and transit and a premier consultancy. Our staff includes planning, policy, and education experts who developed many of the best practice programs and policies included in this plan. By partnering with us on this project, you not only get the best plan possible, you also support our mission to improve active transportation throughout the Chicagoland region.

## ACTIVE TRANSPORTATION ALLIANCE PROJECT TEAM

Jacque Henrikson  
Heather Schady  
Nancy Wagner

# INTRODUCTION

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## Bicycle Plan for Wayne Township

Municipalities within Wayne Township collaborating and coordinating to improve options for biking.

## **A Vision of Bikeability**

**Wayne Township will endeavor to make cycling commonplace, by developing an interconnected web of bikeways and bicycle facilities that provide residents a variety of options for accessing their favorite destinations, whether it be home, work, school, the regional trail system, or local businesses. Through changes to the built environment, bicycle-focused events, and involving community agencies and businesses, Wayne Township will strive to develop a visible and identifiable bike culture.**

Wayne Township's vision for bikeability is a statement about the future of biking in the community. It is intended to guide the communities within Wayne Township as they continue to develop a bicycle network, make policy changes, and provide programming to residents and visitors.

This statement, crafted with input from residents and community organizations, along with input from other residents in the community, shapes the recommendations included in this plan. The vision is supported by goals, objectives, and strategies. This structure provides actionable steps to implement as the Township works toward enacting its vision for bikeability.

VISION: A statement about the future of bikeability in the community

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GOALS: Areas of focus for achieving the community's vision

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OBJECTIVES: Specific ways to achieve the community's vision

---

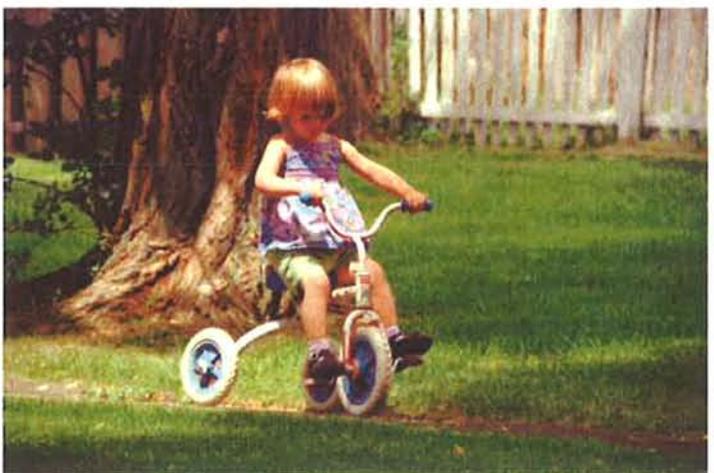
STRATEGIES: Projects the community can complete to achieve its goals

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Wayne Township includes all or portions of the municipalities Bartlett, Carol Stream, Hanover Park, Wayne, West Chicago, unincorporated St. Charles, as well as a large unincorporated area. The communities within Wayne Township pride themselves on a high quality of life, grounded in safe neighborhoods, excellent schools, independently owned businesses, bucolic streets, and a service-oriented government led by community involvement. The Township is a unifying entity for these communities that provides services to the indigent, assesses taxes, maintains roads and bridges, and provides senior, youth and family services. Situated in the northwest corner of DuPage County, Wayne Township has several regional trail connections and access to abundant forest preserves.

While this plan was officially contracted at the township level, coordination among the municipalities within Wayne Township will be key to the success of safe and fun bike development in the area.

Wayne Township already has a strong base of avid cyclists in the community and several bike trails, which provide pleasant places for recreational cycling. This plan will help guide Wayne Township across that “last mile” to a complete and safe bike network—one that can be used by all cyclists of all ages and abilities to not only reach destinations such as the Illinois Prairie Path, but also everyday needs met at local shopping centers, schools, and in residential areas. The result will be a network of fun and safe bicycle infrastructure which provides a healthy and sustainable alternative to the car.

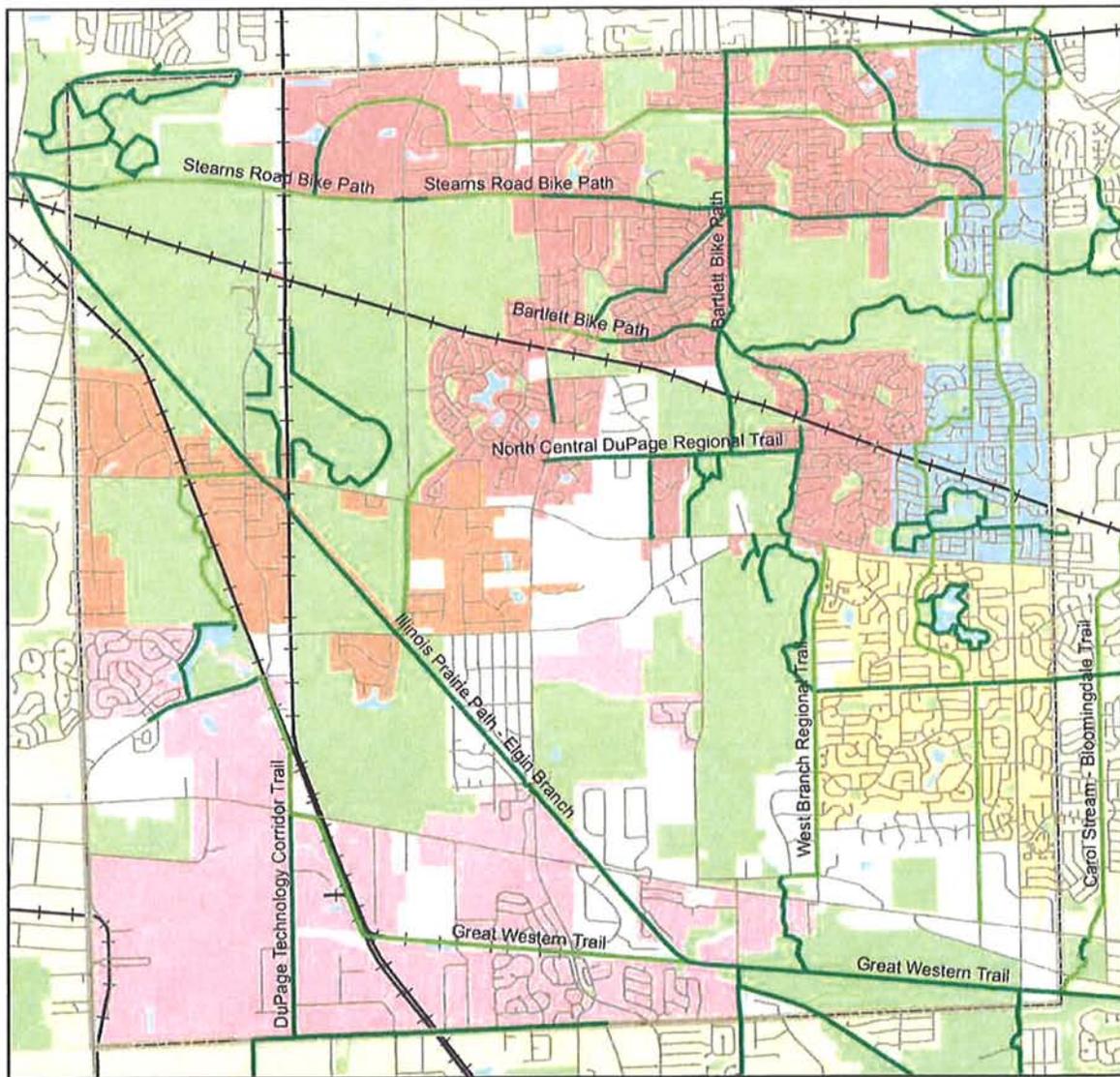


# Wayne Township Overview of Existing Trails and Trails Proposed in Other Plans

Produced by Active Transportation Alliance: 3/24/2015  
 Data Sources: Active Transportation Alliance, NAVTEQ, CMAP, IDOT, Forest Preserve District of DuPage County



- |                                      |                          |
|--------------------------------------|--------------------------|
| <b>Trails</b>                        | <b>Township Boundary</b> |
| — Existing                           | Neighboring Township     |
| - - - Proposed                       | Wayne Township           |
| <b>Transportation Infrastructure</b> | <b>Municipality</b>      |
| - - - Roads                          | Bartlett                 |
| — Railroads                          | Carol Stream             |
| <b>Land Use</b>                      | Hanover Park             |
| Open Space                           | Wayne                    |
| Water                                | West Chicago             |



## 1.2 Bicycle Plan Goals

**The Wayne Township Bike Plan provides practical recommendations to support biking in the area. These recommendations will help focus the Township’s transportation investments on the network connections that matter to the community. The plan also communicates the Township’s priorities to local, regional, and state transportation entities like the Illinois Department of Transportation (IDOT), Metra, Pace, municipalities within Wayne Township, and the DuPage County Division of Transportation.**

## NETWORK

The Township will have a multi-year vision with both short-term and long-term goals for an interconnected system of bicycle facilities that provide cyclists access to local amenities, destinations, and regional trails. These network objectives include:

### OBJECTIVE: ONE

Build a bicycle network that is accessible and safe for all ages and abilities to encourage a healthy and active lifestyle.

### OBJECTIVE: TWO

Connect cyclists in and around Wayne Township to key destinations.

### OBJECTIVE: THREE

Create a context-specific, diverse, and comprehensive network of bike facilities

## POLICIES

The policies of the Township will reflect a commitment to designing roadways for all users, regardless of age or ability. These policy objectives include:

### OBJECTIVE: ONE

Adopt a Complete Streets policy in cooperation with county, state, and municipal Departments of Transportation to ensure all roadways are designed for all users.

**OBJECTIVE: TWO**

Develop internal design policies for Complete Streets design and implementation.

**OBJECTIVE: THREE**

Developing policies and procedures that contribute to continued use of bicycle facilities year-round.

**PROGRAMMING**

People of all ages and abilities will have the tools to feel safe and confident while cycling. Residents will bike to fulfill daily needs and make last-mile connections. These programming objectives include:

**OBJECTIVE: ONE**

Educating the public about cycling

**OBJECTIVE: TWO**

Encouraging the use of cycling

**OBJECTIVE: THREE**

Enforcing safe travel behaviors

**IMPLEMENTATION**

The Township will have an interagency collaborative support system that facilitates effective implementation of bike network enhancements, policies, and procedures. These implementation objectives include:

**OBJECTIVE: ONE**

Implement the network recommendations.

**OBJECTIVE: TWO**

Coordinate with agencies affected by the implementation of this plan.

**OBJECTIVE: THREE**

Develop a series of metrics to measure progress of the plan.

**GOAL: FOUR**

Strategically pursue funding for implementation of projects identified on Township controlled roads in this plan.



## 1.3 Planning Process

**This plan is the result of an eight-month process to create community-supported recommendations and priorities. Active Transportation Alliance and the community created the following process to ensure that the Bicycle Plan reflects the goals and visions of Wayne Township and the encompassed municipalities.**



### 1.3.1 ESTABLISHED A STEERING COMMITTEE

The steering committee, appointed by the Township, represented stakeholders in the community and the interests of residents, businesses, agencies, and organizations that serve the municipal community. They guided the work of the consultants as they fashioned public input, field research, and data analysis into a prioritized list of infrastructure, policy, and program recommendations. Their time, insight, and unique and informative perspectives shaped the recommendations included in this plan. A complete list of steering committee members is available in the Acknowledgements section of this plan.

Steering committee members contributed to the development of the plan in the following ways:

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Developed the vision and goals for the plan

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Participated in a "Get to Know Wayne Township" bike ride with the consulting team, where the participants were able to identify places that were challenging for cyclists and pedestrians

---

Engaged the communities they represented in the planning process by distributing information about meetings and events for this plan, posting electronic flyers on their organization's websites, and distributing flyers and links to an online survey

---

Reviewed the research and recommendations made by the consulting team to ensure that the plan was reflective of their group's priorities for bicycling

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"GETTING TO KNOW WAYNE TOWNSHIP" BIKE RIDE WITH STEERING COMMITTEE MEMBERS

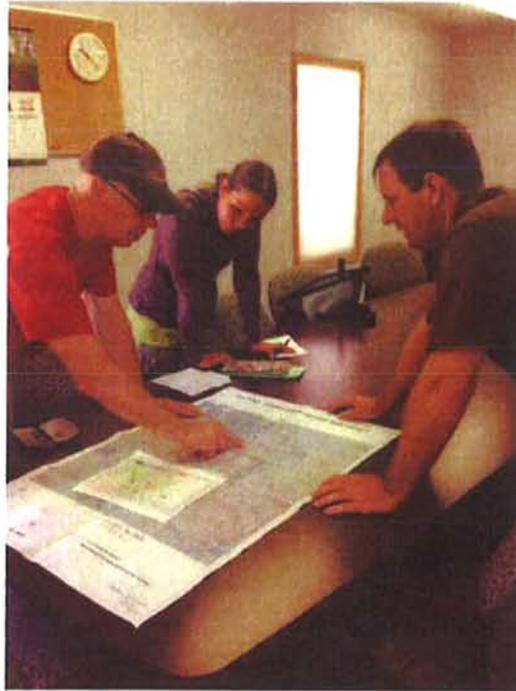
## 1.3.2 ENGAGE THE COMMUNITY IN A VARIETY OF VISIONING ACTIVITIES

Wayne Township residents, invited to a Community Open House Event on July 16, 2014 at the Wayne Township Senior Center, shared their expertise on biking and proposed improvements, which laid the foundation for the recommendations in this plan. They have grounded this plan's framework in the places important to them, connected by their preferred routes. They identified challenging routes in the community and voted on preferred education, encouragement, enforcement, bicycle amenity and facility prioritization, and policy priorities for the community. Their partnership will be appreciated and will be a necessary component in implementation of this plan.

In addition to the Open House Event, there was a Wayne Township Online Survey to assess bicycle deficiencies and ideas for improvement. More than 40 residents responded to the survey, indicating the level bikability of roads within the Township, desired facilities, enforcement strategies, destinations, and streets in need of bike facilities.

## 1.3.3 DEVELOPED AN IN-DEPTH UNDERSTANDING OF THE EXISTING TRANSPORTATION NETWORK

The consultant team also conducted an existing conditions analysis which involved creating a system of maps to analyze bicycle crashes, existing and planned bike infrastructure, roadway jurisdiction, roadway width, average daily traffic, and local and regional transportation plans. Using this analysis and a toolbox of best practices in bicycle design the consultants prepared a draft network recommendation of bicycle infrastructure in the Township. Based on public engagement and Steering Committee feedback the consultants also prepared policy, program and implementation recommendations. The Steering Committee reviewed the recommendations and provided valuable feedback that guided the final plan.



THE PROJECT TEAM Steering Committee members and consultant collaborating on the bicycle network



RESIDENTS attend a community meeting about bicycling in Wayne Township.



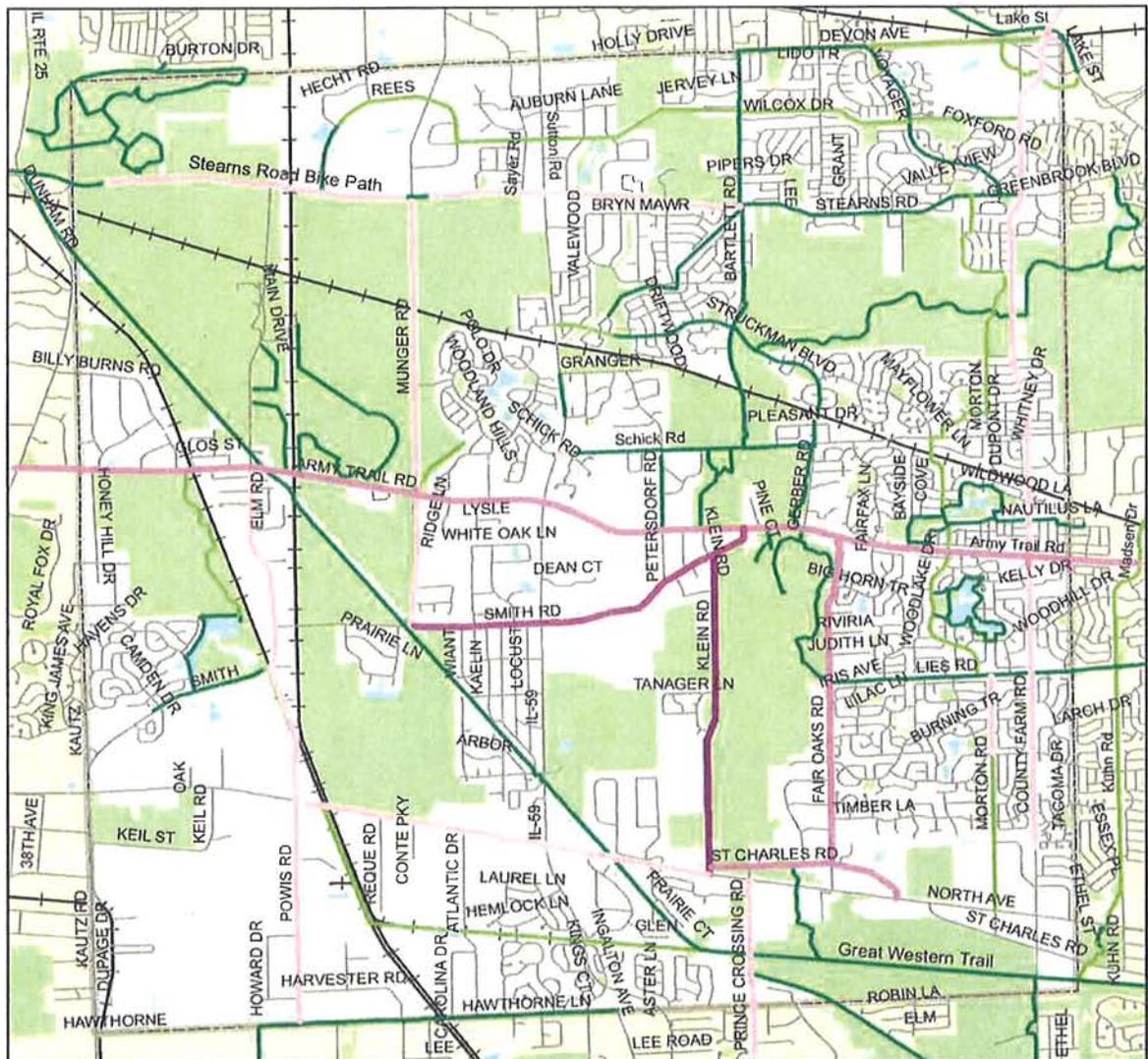
STAKEHOLDER Lauren Nowak, Steering Committee and DuPage County Board member, learns about Complete Streets and participates in the Bicycle Plan.

# Wayne Township Online Survey Results Roadways in Need of Bicycle Facilities

Produced by Active Transportation Alliance: 3/24/2015  
 Data Sources: Active Transportation Alliance, NAVTEQ, CMAP, IDOT, Forest Preserve District of DuPage County



- | Online Survey Votes | Transportation Infrastructure |
|---------------------|-------------------------------|
| 1 - 3               | --- Roads                     |
| 4 - 8               | —+— Railroads                 |
| 9 - 10              | <b>Land Use</b>               |
| 11 - 17             | Open Space                    |
| <b>Trails</b>       | Water                         |
| Existing            | <b>Township Boundary</b>      |
| Proposed            | Neighboring Township          |
|                     | Wayne Township                |



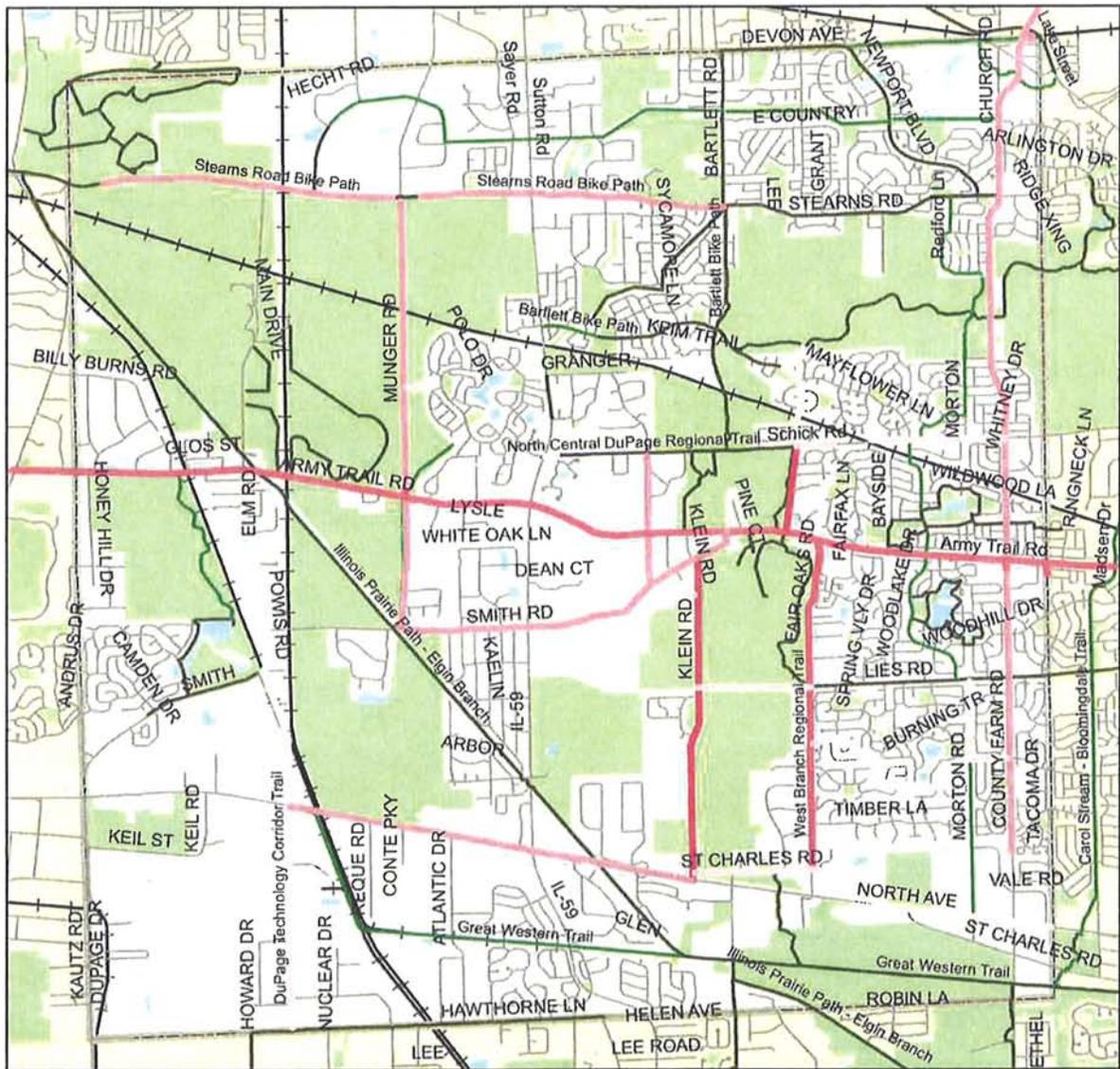
# Wayne Township Online Survey Results

## Roadways in Need of Bicycle Facilities

Produced by Active Transportation Alliance: 3/24/2015  
 Data Sources: Active Transportation Alliance, NAVTEQ, CMAP, IDOT, Forest Preserve District of DuPage County



- |                                      |                                      |
|--------------------------------------|--------------------------------------|
| <b>Challenging or Desired Routes</b> | <b>Transportation Infrastructure</b> |
| 1 - 2                                | — Roads                              |
| 3 - 5                                | —+— Railroads                        |
| 6 - 8                                | <b>Land Use</b>                      |
| 9 - 11                               | Open Space                           |
| <b>Trails</b>                        | Water                                |
| — Existing                           | <b>Township Boundary</b>             |
| — Proposed                           | Neighboring Township                 |
|                                      | Wayne Township                       |



## 1.2 How to Read This Plan

This plan is organized into chapters based on the goals, objectives and recommendations for improving bicycling in Wayne Township.

Within each chapter there are several objectives that support the chapter's goal. And for each objective there are recommendations, actions or specific strategies and tools that can be used to reach the objective.

# GOAL

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## OBJECTIVE

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### RECOMMENDATION/ACTION

---

TOOL/STRATEGY

---

### MAP (NETWORK AND INTERSECTIONS)

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# Goal

## Objective

### RECOMMENDATION/  
ACTION

TOOL/STRATEGY



# BICYCLE NETWORK

# 2

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## Network Goal

The Township will have a multi-year vision with both short-term and long-term goals for an interconnected system of bicycle facilities that provide cyclists access to local amenities, destinations, and regional trails.

## Chapter 2 Overview

The Wayne Township Bicycle Plan provides recommendations that will focus the Township's transportation investments on the network connections that matter to the community. The plan also communicates the Township's priorities to local, regional, and state transportation entities like the Illinois Department of Transportation (IDOT), Metra, Pace, municipalities within Wayne Township, and the DuPage County Division of Transportation.

### OBJECTIVE: ONE

Build a bicycle network that is accessible and safe for all ages and abilities to encourage a healthy and active lifestyle.

### OBJECTIVE: TWO

Connect cyclists in and around Wayne Township to key destinations.

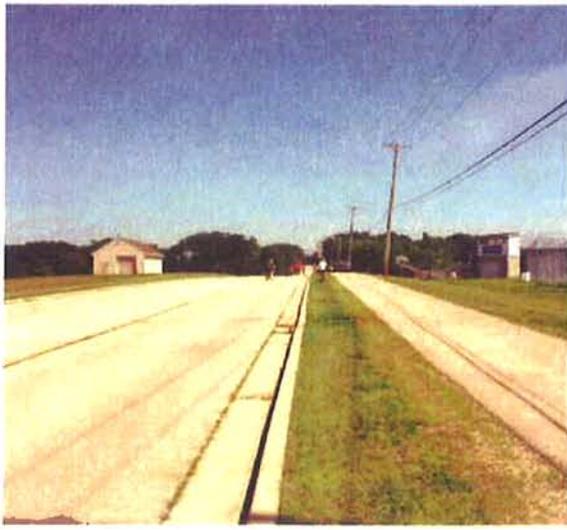
### OBJECTIVE: THREE

Create a context-specific, diverse, and comprehensive network of bike facilities.



## 2.1 Bicycle Network

**Objective: Build a bicycle network that is accessible and safe for all ages and abilities to encourage a healthy and active lifestyle.**



PETERSDORFF ROAD

The Wayne Township bicycle network is designed to improve access from residents' homes to neighborhoods, trails, and important places and to encourage residents to consider cycling as a fitting mode of transportation for local trips. With older adults choosing to age in place, with youth seeking independence, and with the ever-increasing cost of car travel, a complete bicycle network is designed to accommodate the many residents of Wayne Township.

The plan identifies on-street bike routes that are currently appropriate for cyclists ages 8 to 80 and provides suggested improvements to streets and intersections that are critical corridors for cyclists to access area destinations.

While the project team performed the necessary fieldwork, data gathering, and analysis, and community stakeholders and staff guided the work, the foundation for the network and its recommendations was laid by the residents themselves. These recommendations provide a beginning framework for Wayne Township to make cycling a viable choice for many daily trips.

Given the regional nature of this plan, the recommendations laid out in this chapter will require partnership between multiple agencies and jurisdictions. Some of the streets and right-of-way are controlled by Wayne Township, but many are not. Coordination with the DuPage County Department of Transportation, the Forest Preserve District of DuPage County, the Illinois Department of Transportation (IDOT), the Villages of Wayne, Bartlett, Carol Stream, Hanover Park, and the City of West Chicago, as well as with neighboring municipalities and residents is essential for carrying out the recommendations in this plan. For these projects, this plan communicates the priorities of the Township and its residents to those agencies and the region and serves as a guide for coordination on future roadway projects.

Wayne Township's bicycle network map is included on the following page. An additional map depicting network recommendations by jurisdiction is pictured as well. Detailed descriptions of the proposed bicycle facilities and intersection improvements are listed in section 2.3 of the plan.



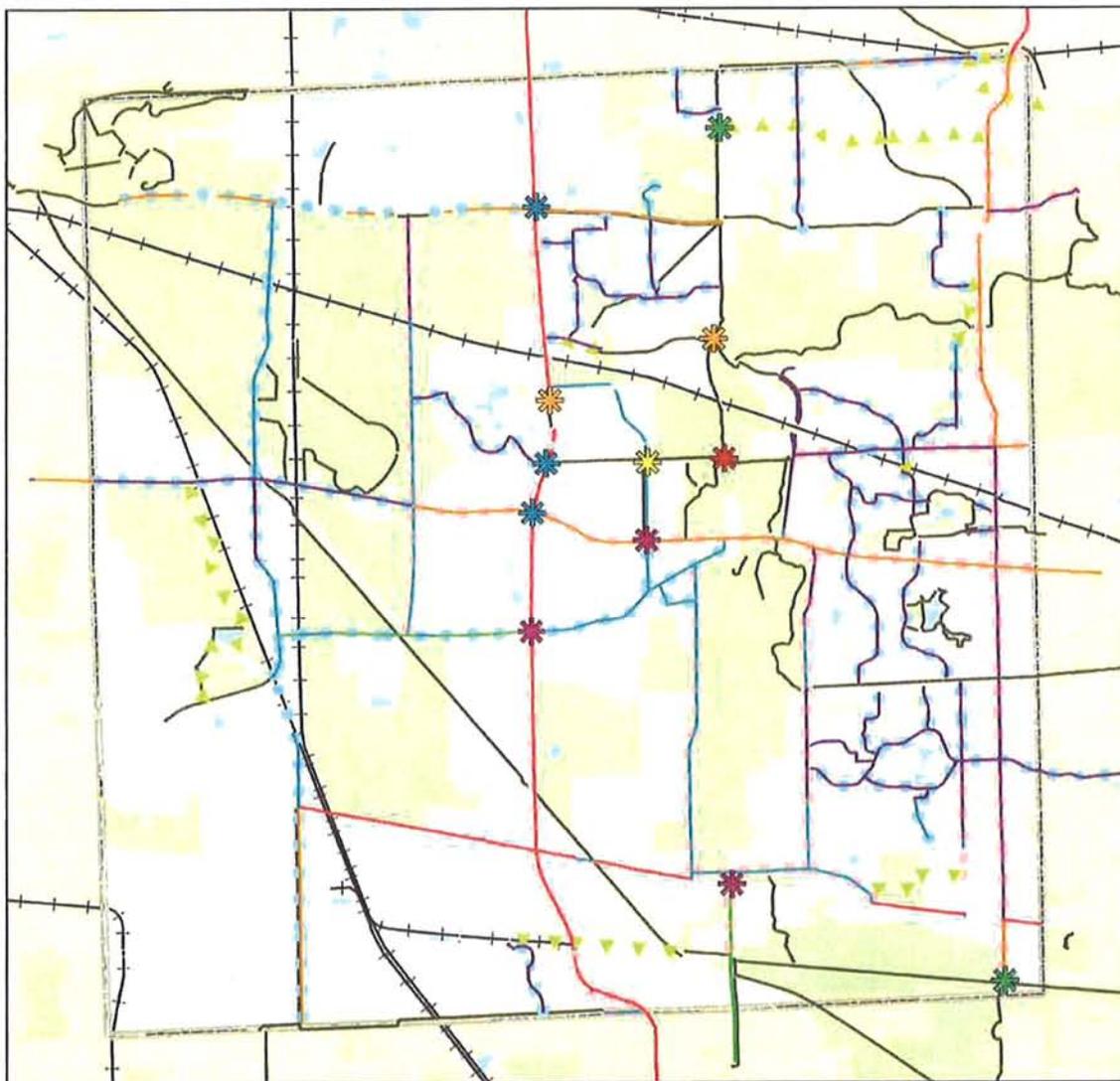
# Wayne Township Proposed Bicycle Network by Jurisdiction

Produced by Active Transportation Alliance: 3/24/2015  
 Data Sources: Active Transportation Alliance, NAVTEQ,  
 CMAP, IDOT, Forest Preserve District of DuPage County



- Bicycle Facility Recommendation**
- On-Street Bike Route, Proposed
  - Sidepath, Proposed
  - Trail, Proposed
- Roadway Jurisdiction**
- Interstate
  - IDOT
  - County
  - Township
  - Municipality

- Proposed Intersection Improvements**
- Bicycle Loop Detector
  - Bicycle/Pedestrian Push Button
  - RRFB
  - Roundabout
  - Bicycle/Pedestrian Crossing Warning Sign
  - School Zone Improvements
- Existing Bicycle Facilities**
- Trail



## 2.2 Bicycle Destinations

**Objective: Connect cyclists in and around Wayne Township to key destinations such as the Forest Preserve District of DuPage County Land, local parks, Metra stations, shopping areas, schools, neighborhood bike routes, and regional bike routes.**



DOWNTOWN WAYNE

The proposed bicycle network and facilities will help residents reach their favorite parks, trails, restaurants, shops, friends, schools, and jobs from their doorstep, by bike, enabling Wayne Township to re-define cycling as a form of transportation. Putting places first will help integrate sustainable, efficient, and healthy living into community life. Wayne Township residents and the Wayne Township Bikeways Steering Committee identified many local trails and institutions that should be a priority for bike access.

These are some of the places for priority connections that were considered when developing the bikeways network:

### **BICYCLE NETWORK AND DESTINATIONS IN AND AROUND WAYNE TOWNSHIP:**

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Forest Preserve District of DuPage County lands, including Pratt's Wayne Woods, Dunham, James Pate Phillips State Park, West Branch, Hawk Hollow, Timber Ridge, Mallard Lake, and Wayne Grove.

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Local parks, such as Evergreen Lakes Recreational Park, Tallgrass Park, Heritage Park, and Jirsa Park.

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Schools, including Bartlett High School, Prairieview Elementary School, and Wheaton Academy.

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Metra Stations, including Hanover Park, Bartlett, and West Chicago.

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Retail and shopping districts.

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Local and regional trails such as the Illinois Prairie Path and the Bartlett Bike Path.

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## 2.3 Bicycle Facilities

**Objective: Create a context-specific, diverse, and comprehensive network of bike facilities based on roadway typology and needs of the cyclists that will foster bicycling as a form of transportation and recreation.**

To ensure the safety and integration of cyclists within the community's bicycle network, a special set of tools can be used. These tools are intended to accommodate cyclists of all ages and abilities. Some of these tools create awareness for cyclists on shared roadways, other tools help to create space for cyclists separated from traffic, but still on the roadway, while others create a shared space for cyclists and pedestrians off the roadway. The recommendations are tailored to the unique conditions present on each street. A variety of factors were considered, such as average daily traffic on a road, marked speed limit, number of lanes, and available right-of-way, to determine appropriate on-street and off-street recommendations.

The following sections are meant to illustrate the most commonly used tools for cyclists. For additional technical guidance the following guidelines are recommended:

### FEDERAL GUIDANCE

Manual on Uniform Traffic Control Devices (MUTCD)

---

American Association of State Highway and Transportation Officials (AASHTO)

---

The Pedestrian Right of Way Accessibility Guidelines (PROWAG)

---

### SUPPLEMENTAL GUIDANCE

National Association of City Transportation Officials (NACTO)

---

Complete Streets, Complete Networks: A Manual for the Design of Active Transportation

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See Appendix B for a more complete listing of design guidance and resources.

### 2.3.1 ON-STREET TOOLS

Bicycling on a street can often be safer than bicycling on a sidewalk, as cyclists move significantly faster than pedestrians and are more visible to drivers when traveling on the road. On roads with lower traffic volumes, slower speeds, and fewer lanes, this plan recommends on-street facilities. The following tools can be applied on a street, between the curbs or on shoulders of a roadway.

It should be noted that youth cyclists are encouraged to ride on the sidewalk, while adult cyclists are encouraged to ride in the street, when conditions are safe, and obey traffic laws.

A map of recommended on-street routes for Wayne Township is included on the next page.

The on-street tools recommended for Wayne Township include:

Signed Routes

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Marked Shared Lanes

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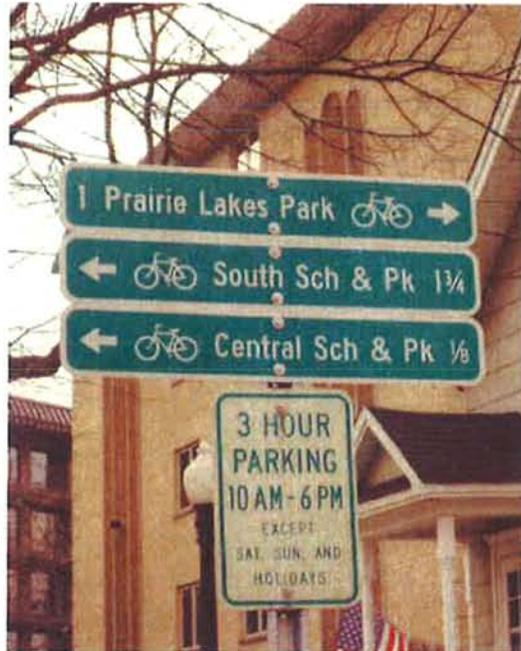
Paved Shoulders

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## SIGNED ROUTES

Many streets are comfortable for cyclists who possess a moderate tolerance for traffic. These routes include streets with wide outside lanes and paved shoulders, as well as low-traffic residential streets. However, many residents and most visitors are unaware of local bike-friendly routes.

Bike route signs raise all users' awareness and acceptance of cycling. They make all residents aware of the most bike-friendly routes in their communities. They are appropriate for any roadway that provides an essential link in a bicycle system, and can offer important, affordable motorist education and traffic calming. However, signs are no substitute for installation of an appropriate infrastructure to support safe cycling. Instead of posting simple "Bike Route" signs, the best solution is to implement a system of wayfinding signs that provide directions and distances to specific destinations. These types of bikeway signs provide useful information and directions for cyclists, drivers, and pedestrians alike. The most effective bike route signs include distance, direction, and destination.



SIGNED BIKE ROUTE with distance, destination, and direction indicated

## MARKED SHARED LANES

Marked shared lanes use a double chevron and bicycle marking, or "sharrow," in a lane intended for the joint use of motorized and bicycle traffic. Chevron symbols direct bicyclists to ride in the safest location within the lane, outside of the door zone of parked cars and areas where debris is likely to collect. Generally, marked shared lanes are a low-cost treatment suitable for lightly travelled collector and arterial roads. These can be used in conjunction with route signage to encourage cyclists and drivers to share the road.



SHARED LANE MARKINGS reinforce where a cyclist should be riding.

## PAVED SHOULDERS

Paved shoulders are the paved areas adjacent to motor vehicle travel lanes. They can be considered for corridors that cannot accommodate 5-foot bike lanes, or as an interim step for corridors where funding has not yet been secured to add bike lane markings and signs. Paved shoulders also can be considered on roads where demand for bike lanes is limited, or on rural roads where shoulders are shared with pedestrians. For safe cycling, paved shoulders must be at least 4 feet wide. Several paved shoulders are already in use by cyclists in the area and can be enhanced by bike route signage.



WIDE PAVED SHOULDERS provide a more comfortable place to bike.

# Wayne Township Recommended On-Street Bicycle Routes

Produced by Active Transportation Alliance: 3/24/2015  
 Data Sources: Active Transportation Alliance, NAVTEQ,  
 CMAP, IDOT, Forest Preserve District of DuPage County



### Bicycle Facilities

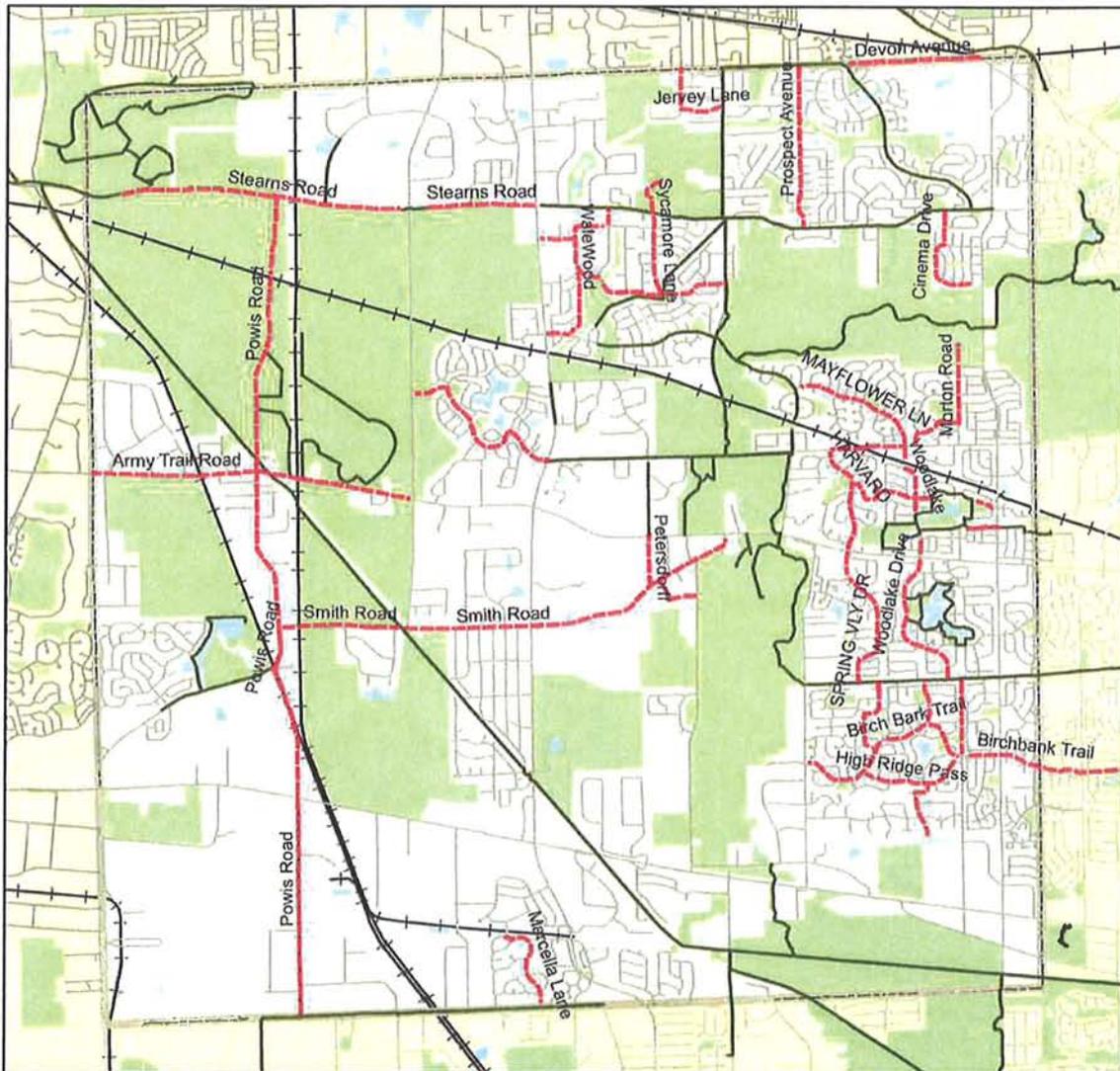
- On-Street Bike Route, Proposed
- Trail, Existing

### Transportation Infrastructure

- Roads
- + Railroads

### Township Boundary

- Neighboring Township
- Wayne Township



**TABLE 2A** RECOMMENDED ON-STREET BICYCLE ROUTES

Existing Conditions and Facility Recommendation						
	From	To	Adjacent Community	Existing Condition	Jurisdiction	Binway Recommendation
S Prospect Avenue	Devon Avenue	Stearns Road	Bartlett	Sidewalk on east and west sides, signals at Devon and Stearns, 2 lanes plus left turn lanes, connects to Bartlett Bike Path	Bartlett	Signed Route
Jervey Lane	Bartlett Road	Western Avenue	Bartlett	2 lane residential street	Bartlett	Signed Route
Western Avenue	Jervey Lane	Devon Avenue	Bartlett	2 lane residential street	Bartlett	Signed Route
Sycamore Lane	Foster Avenue	Apple Orchard Golf Course	Bartlett	Signal on Stearns, 2 lane residential street, connects to Bartlett Bike Path	Bartlett	Signed Route
Cuyahoga Drive	Stearns Road	Bryn Mawr Avenue	Bartlett	Stop sign on Stearns, 2 lane residential street	Bartlett	Signed Route
Bryn Mawr Avenue	Valewood Drive	Cuyahoga Drive	Bartlett	2 lane residential street	Bartlett	Signed Route
Valewood Drive	Bryn Mawr Avenue	Foster Avenue	Bartlett	2 lane residential street	Bartlett	Signed Route
Foster Avenue	Valewood Drive	The Bartlett Trail	Bartlett	2 lane residential street	Bartlett	Signed Route
Independence Drive	Congress Drive	The Bartlett Trail	Bartlett	2 lane residential street	Bartlett	Signed Route
Woodland Hills Drive	Schick Road	Forest Preserve Drive	Bartlett	2 lane residential street	Bartlett	Signed Route
Schick Road	Woodland Hills Drive	Route 59	Bartlett	2 lane, residential street	Bartlett	Signed Route
Fairfax Lane	Army Trail Road	Schick Road	Bartlett	2 lane residential street	Bartlett	Signed Route
Harvard Lane	Waterfall Lane	Fairfax Lane	Bartlett	2 lane residential street	Bartlett	Signed Route
Mayflower Lane	Schick Road	Struckman Boulevard	Bartlett	2 lane residential street	Bartlett	Signed Route
Forest Preserve Drive	Woodland Hills Drive	Munger Road	Bartlett	Residential street	Bartlett	Signed Route
Birch Bark Trail	Fair Oaks Road	Kuhn Road	Carol Stream	2 lane street, 30 mph	Carol Stream	Signed Route
Evergreen Drive	Birch Bark Trail	Birch Bark Trail	Carol Stream	2 lane residential street	Carol Stream	Signed Route
Lance Lane	Birchbark Trail	New Britton Road	Carol Stream	2 lane residential street	Carol Stream	Signed Route
New Britton Road	Lance Lane	Rose Avenue	Carol Stream	2 lane residential street	Carol Stream	Signed Route
Rose Avenue	Lance Lane	Lies Road	Carol Stream	2 lane residential street	Carol Stream	Signed Route
Spring Valley Drive	Lies Road	Army Trail Road	Carol Stream	2 lane residential street	Carol Stream	Signed Route
Woodlake Drive	Lies Road	Bayside Drive	Carol Stream	2 lane residential street	Carol Stream	Signed Route

**TABLE 2A** RECOMMENDED ON-STREET BICYCLE ROUTES, CONTINUED

Existing Conditions and Facility Recommendation						
	From	To	Adjacent Community	Existing Condition	Jurisdiction	Bikeway Recommendation
Stearns Road	Route 59	Dunham Road	Forest Preserve District, Bartlett	4 lanes, wide paved shoulders frequently used by cyclists.	DuPage County	Signed Route
Army Trail Road	Munger Road	Dunham Road	Wayne Township, Bartlett, Forest Preserve District	2 lane street, varying speeds Traffic volumes on the street are increasing. May be suitable for a sidepath in the long-term.	DuPage County & Wayne	Signed Route
Cinema Drive	Lemon Lane	Redford Lane	Hanover Park	2 lane residential street	Hanover Park	Signed Route
Redford Lane	Cinema Drive	Stearns Road	Hanover Park	2 lane residential street	Hanover Park	Signed Route
Woodlake Drive	Army Trail Road	Waterfall lane	Hanover Park	2 lane residential street	Hanover Park	Signed Route
Wildwood Lane	Waterfall Lane	County Farm Road	Hanover Park	2 lane residential street	Hanover Park	Signed Route
Morton Road	Schick Road	Lawrence Avenue	Hanover Park	2 lane residential street	Hanover Park	Signed Route
Edinburgh Lane	Camden Lane	Schick Road	Hanover Park	Residential street	Hanover Park	Signed Route
Camden Lane	Edinburgh Lane	Morton Road	Hanover Park	Residential street	Hanover Park	Signed Route
Waterfall Lane	Wildwood Lane	Harvard Lane	Hanover Park and Bartlett	2 lane residential street	Hanover Park & Bartlett	Signed Route
Devon Avenue	Liberty Street	Church Road	Hanover Park	No sidewalk, 2 lane road, 30 MPH speed limit	Hanover Park, Bartlett, & DuPage County	Signed Route
Petersdorff Road	Smith Road	Schick Road	Wayne Township	Residential street	Wayne Township	Signed Route
Cambridge/Canterbury Drive	Smith Road	Klein Road	Wayne Township	Residential Street	Wayne Township	Signed Route
Smith Road	Army Trail Road	Powis	Wayne Township & Bartlett	2 lane residential street, no sidewalks	Wayne Township & IDOT	Signed Route
Powis Road	Stearns Road	Hawthorne Lane	Wayne, Wayne Township, Forest Preserve District, DuPage County	2 lane street, 30 mph	Wayne Township, Wayne, West Chicago	Signed Route
Willow Creek Drive	Hawthorne Lane	Marcella Lane	West Chicago	2 lane residential street with sidewalks	West Chicago	Signed Route
Marcella Lane	Willow Creek Drive	Thomas Drive	West Chicago	2 lane residential street with sidewalks	West Chicago	Signed Route
Thomas Drive	Marcella Lane	Sassafras Drive	West Chicago	2 lane residential street with sidewalks	West Chicago	Signed Route
Sassafras Drive	Thomas Drive	Hemlock Lane	West Chicago	2 lane residential street with sidewalks	West Chicago	Signed Route
Hemlock Lane	Sassafras Drive	Snowberry Lane	West Chicago	2 lane residential street with sidewalks	West Chicago	Signed Route

## 2.3.2 OFF-STREET TOOLS

Sometimes, the best way to accommodate cyclists is by creating a separate path or trail that is shared with pedestrians. The following are a set of tools that can be used to accommodate pedestrians and cyclists, separate from the roadway. The off-street tools recommended for Wayne Township include:

Sidepaths

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Trails

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Bicycle Parking

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SIDE PATHS accommodate cyclists and pedestrians.

### SIDE PATHS

Side paths are paved concrete or asphalt paths wide enough to accommodate both pedestrians and cyclists. They are typically a minimum of 8-feet wide with 2 feet of clearance on either side of the path. Side paths offer cyclists a safe place to bike off-street when there is no space for a bike lane, or it is unsafe to bike on the street. They should be installed parallel to arterial and collector streets in areas where there are only a limited number of driveways. Typically sidepaths do not have a centerline stripe.

There are many existing sidepaths in Wayne Township, including Petersdorff Road and Schick Road. Additional sidepaths can be constructed to increase access to community destinations and trails and to develop a complete network for cyclists.

# Wayne Township Recommended Off-Street Sidepaths

Produced by Active Transportation Alliance: 3/24/2015  
 Data Sources: Active Transportation Alliance, NAVTEQ, CMAP, IDOT, Forest Preserve District of DuPage County



### Bicycle Facilities

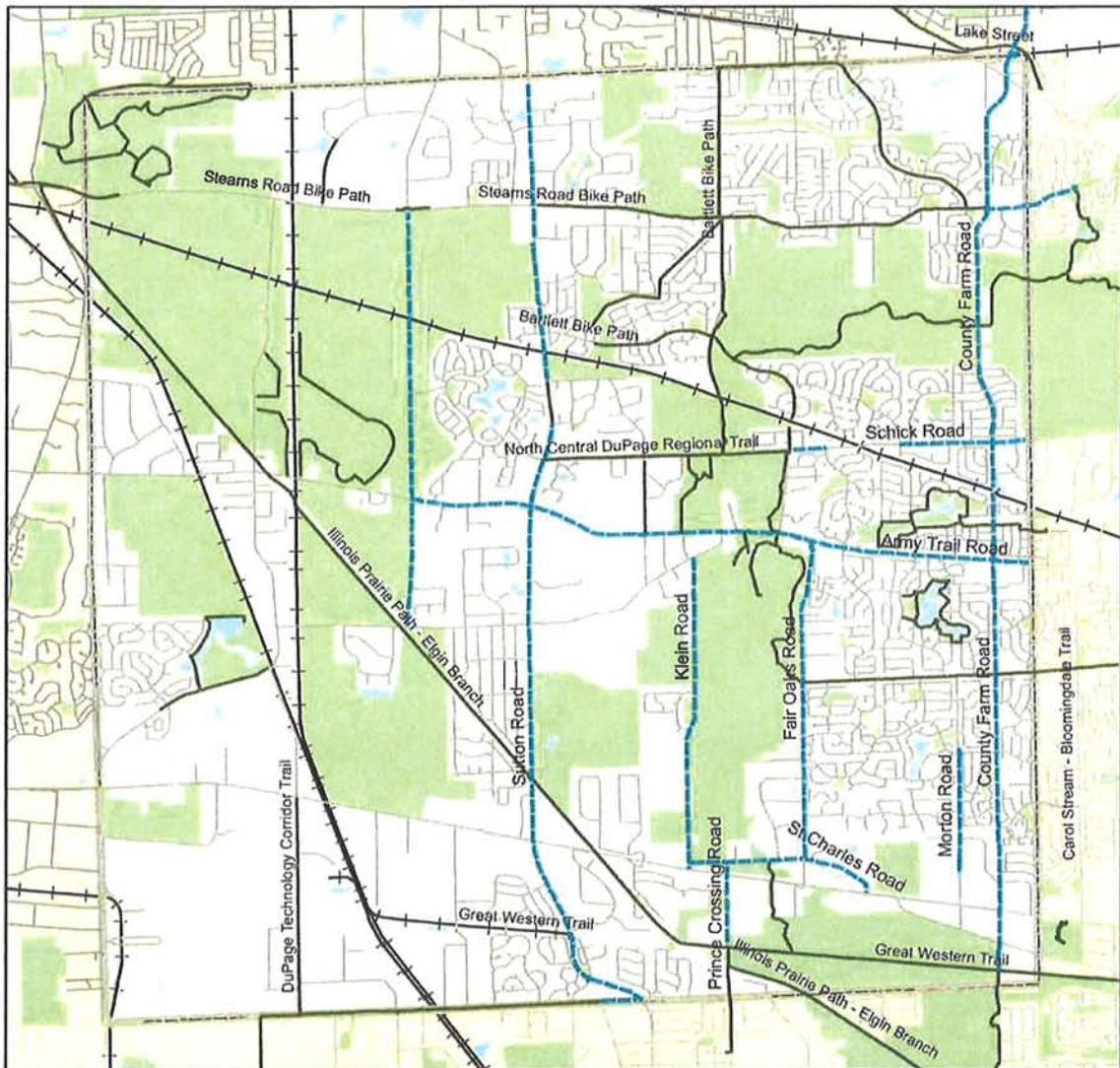
- Sidepath
- Trail, Existing

### Transportation Infrastructure

- Roads
- Railroads

### Township Boundary

- Neighboring Township
- Wayne Township



**TABLE 2B** RECOMMENDED SIDEPATHS

Existing Conditions and Facility Recommendation						
	From	To	Adjacent Community	Existing Condition	Jurisdiction	Bikeway Recommendation
Munger Road	Stearns Road	Rail Road Tracks	Forest Preserve District & Wayne	2 lane, rural street, 35 mph	Bartlett	Sidewalk
Schick Road	Gerber Road	County Farm Road	Forest Preserve District, Carol Stream, Bartlett	2 lanes, center turn lane, 40 MPH	Carol Stream, Bartlett	Sidewalk
Morton Road	Birchbark Trail	Wheaton Bible Church	Carol Stream, Wayne Township	2 lane, rural street, 40 mph speed limit	Carol Stream, Wayne Township	Sidewalk
Army Trail Road	County Farm Road	Munger Road	Hanover Park, Carol Stream, Bartlett	4 lanes, 45 mph	DuPage County	Sidewalk
County Farm Road	Devon Avenue	Great Western Trail	Hanover Park, Carol Stream, Wayne Township	4 lane high traffic street	DuPage County, Carol Stream, Hanover Park	Sidewalk
Route 59/Sutton Road	Hawthorne Lane	Devon Avenue	West Chicago, Wayne Township, Bartlett, Forest Preserve District	4 lanes, 45 mph	Illinois Department of Transportation	Sidewalk
Prince Crossing Road	Hawthorne Lane	North Avenue	West Chicago, Wayne Township, Forest Preserve District	2 lanes, 45 mph	Illinois Department of Transportation	Sidewalk
Fair Oaks Road	St Charles Road	North Avenue	Wayne Township, Forest Preserve District	2 lane street	Wayne Township	Sidewalk
Klein Road	St Charles Road	Smith Road	Forest Preserve District, Wayne Township	2 lanes, rural street	Wayne Township	Sidewalk
Munger Road	Rail Road Tracks	Smith Road	Bartlett & Forest Preserve District	2 lane street, 35 mph	Wayne Township	Sidewalk
Fair Oaks Road	Army Trail Road	St Charles Road	Wayne Township, Carol Stream, Forest Preserve District	2 lane street, 35 mph	Wayne Township, Carol Stream	Sidewalk

## TRAILS

Trails are a place for recreation as well as transportation. Wayne Township has many highly used regional trails, including the Illinois Prairie Path and the Great Western Trail as well as short local trails that provide connections through parks and open space. The Forest Preserve District of DuPage County has plans to expand its trail system in Wayne Township over the next several years. This plan supports the planned expansion and seeks to ensure that on-street facilities provide greater connectivity to the expanded system.

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### PAVED TRAILS

Paved trails are off-street paths, usually not paralleling a roadway. Trails should be at least 8 feet wide with 2 feet of clearance on either side. However, a 10- to 12-foot paved trail with additional clearance is recommended. A yellow centerline stripe may be used on this type of trail. The stripe should be dotted where there is adequate sight distance for passing, and solid where passing should be discouraged.

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### UNPAVED TRAILS

Unpaved trails are typically the same width as paved trails, but instead of concrete or asphalt, surfaced with crushed limestone. This ensures accessibility for people with disabilities and enables equestrian use. Dirt trails do not meet these requirements.



PAVED TRAIL



TRAIL WITH CRUSHED  
LIMESTONE



**TABLE 2C** RECOMMENDED TRAILS

Existing Conditions and Facility Recommendation						
	From	To	Adjacent Community	Existing Condition	Jurisdiction	Bikeway Recommendation
Trails End Park Trail	Newport Boulevard	County Farm Road	Bartlett and Hanover Park	Open Space	Bartlett and Hanover Park	Trail
Great Western Trail	North Avenue	Sassafras Drive	West Chicago, Wayne Township	Railroad Right-of-Way	DuPage County	Trail
Morton Road Spur	Morton Road	Cinema Drive	Bartlett & Forest Preserve District	Open Space	Forest Preserve District	Trail
DuPage Technology Corridor Trail	Army Trail Road	DuPage Technology Corridor Trail	Forest Preserve District	Open Space	Forest Preserve District	Trail
Devon/Lake Path	Devon Avenue	Lake Street	Hanover Park	Private Land	Hanover Park	Trail
St Charles Road	Klein Road	Fair Oaks Road	Wayne Township & Forest Preserve District	2 lane street, 30 mph	Wayne Township	Trail
Wheaton Bible Church Path	Morton Road	St Charles Road	Wayne Township	Private land and McCastin Park	Wayne Township & Wheaton Bible Church	Trail

"U" BIKE RACKS are ideal for short-term bike parking, and covered bike racks are ideal for longer-term bike parking.



## BIKE INTERSECTIONS

Bicyclists are particularly susceptible to crashes at intersections because motor vehicles are slowing down, speeding up, and turning. There are special treatments that can be used at intersections to improve bicycle safety. Tools like thru-bike lanes, intersection marking and dashing, bike boxes, and bike turn lanes all can make the bicyclist more visible and thus less likely to be hit in intersections. Appendix C provides design resources that can be used for intersection improvements for bicycles.

## BIKE PARKING

Having a safe, secure place to leave a bike is an important part of traveling by bicycle. Racks should be located within clear view of the destination entrance way, preferably as close as the closest motor vehicle parking space, and no more than 50 feet away from the entrance. If multiple racks are clustered in a visible and signed location, they can be sited up to 100 feet away from the entrance. If racks are placed further away than this, cyclists are likely to ignore the racks and look for a closer place to lock up.

Bicycle parking should be located throughout the community on every block with stores or restaurants, at every school, park, and recreational facility and at every place of employment. For destinations frequently visited by cyclists or where bicycles will be parked for a longer period of time, such as at a train station, covered bicycle parking should be considered in addition to racks. A bike parking policy should cover design, placement, and other bike parking standards like those listed below.

Bicycle rack selection is important. A good rack has the following qualities:

---

Support the bicycle upright by its frame in two places

---

Prevent the wheel of the bicycle from tipping over

---

Enable the frame and one or both wheels to be secured

---

Support bicycles without a diamond-shaped frame with a horizontal top tube (e.g. a mixte frame)

---

Allow front-in parking: a U-lock should be able to lock the front wheel and the down tube of an upright bicycle

---

Allow back-in parking: a U-lock should be able to lock the rear wheel and seat tube of the bicycle

---

The rack element should resist being cut or detached using common hand tools, especially those that can be concealed in a backpack. Such tools include bolt cutters, pipe cutters, wrenches, and pry bars.

---

## 2.3.3 INTERSECTIONS FOR TARGETED IMPROVEMENT

Community members identified several intersections in need of improved facilities to help cyclists cross streets at signalized and unsignalized intersections. The targeted intersections are included in the map and table at the end of this section.

### ROUNDBABOUTS

Crossing busy streets at both signalized and unsignalized intersections can present a challenge for cyclists and drivers alike.

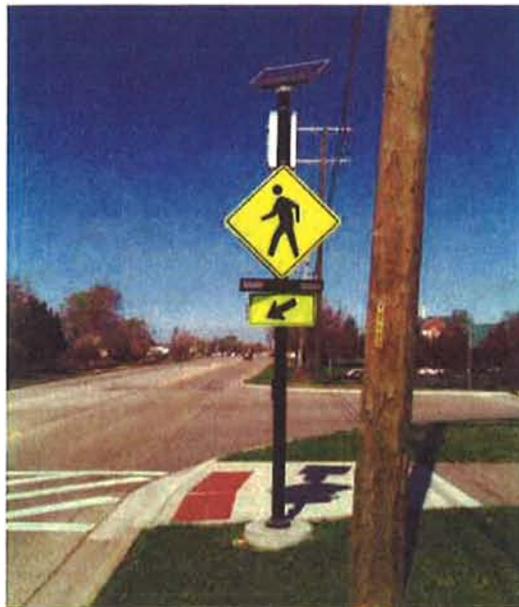
Roundabouts direct users through intersections in a predictable manner at slow speeds. Roundabouts provide simple pedestrian crossings, set a tone of cautious driving, and reduce all crashes by 50% or more compared to traffic signals.



DOUBLE LANE  
ROUNDBABOUT

### RECTANGULAR RAPID FLASHING BEACONS

Rectangular rapid flashing beacons are extremely visible, using flashing yellow LED lights to supplement standard pedestrian crossing warning signs at mid-block and other unsignalized crossing locations. These user-activated beacons are FHWA-approved and promote increased yield rates and improved pedestrian safety.



PEDESTRIAN BEACONS  
Flash when a user  
activates them.

### IN-PAVEMENT BICYCLE LOOP DETECTORS

Traditional in-pavement detector loops for demand-actuated traffic signals do not detect most bicycles. All demand-actuated signals should be designed to detect a normal bike with metal rims, through loop detectors or alternative detection methods, such as video or microwave detectors. Additionally, pavement markings should show bicyclists where to position themselves to actuate in-pavement detectors. Bicycle-actuated signals are equally effective and beneficial for motorcyclists.



BICYCLE LOOP  
DETECTORS enable  
cyclists to trigger  
signals when vehicles  
are not present.  
Image Credit: NACTO

ACCESSIBLE PEDESTRIAN SIGNALS aid cyclist crossings at signalized intersections along trails and sidepaths.



## PUSH BUTTONS

An accessible pedestrian signal (APS) provides audio and vibro-tactile cues to identify the push button location and indicate the WALK interval for pedestrians with visual disabilities. To ensure ease of use, these devices must be installed in accessible locations, immediately adjacent to the sidewalk at the crosswalk area.

## SCHOOL ZONE IMPROVEMENTS

### HIGH VISIBILITY CROSSWALKS

Install and restripe high visibility crosswalks. Crosswalks in high-use areas, such as school and trail crossings, should be upgraded to “zebra-stripe” or “ladder style” per 2009 MUTCD, and install where missing. These crosswalk styles are significantly more visible to drivers than the traditional parallel line crosswalks.

### SCHOOL ZONE SIGNAGE

Place advanced warning crossing signs ahead of school crossings prior to intersections to remind drivers to stop for students at key school crossings and school crossing signs adjacent to marked crosswalks.

SCHOOL CROSSING SIGN



HIGH VISIBILITY CROSSWALK



## TRAIL SYSTEM CROSSING IMPROVEMENTS

### BICYCLE AND PEDESTRIAN CROSSING WARNING SIGNS

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Crossing warning signage can alert drivers where they are most likely to expect cyclists or pedestrians crossing a roadway. Typically, warning signs are installed in combination with a marked crosswalk in order to raise awareness of the crosswalk or bike crossing. These signs are most effective when they also include an arrow pointing down to the crosswalk. An advanced warning sign can also be used on roadways with higher speed traffic or when the crossing is on the edge of town.



BICYCLE AND PEDESTRIAN CROSSING WARNING SIGN

### WAYFINDING SIGNAGE

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At intersections of trails, sidepaths, and major roads, wayfinding markers could be placed to help cyclists identify which trail they are travelling on, the cross street, and the name of the intersecting trail or path.

# Wayne Township Proposed Bicycle Network and Intersection Improvements

Produced by Active Transportation Alliance: 3/24/2015  
Data Sources: Active Transportation Alliance, NAVTEQ, CMAP, IDOT, Forest Preserve District of DuPage County

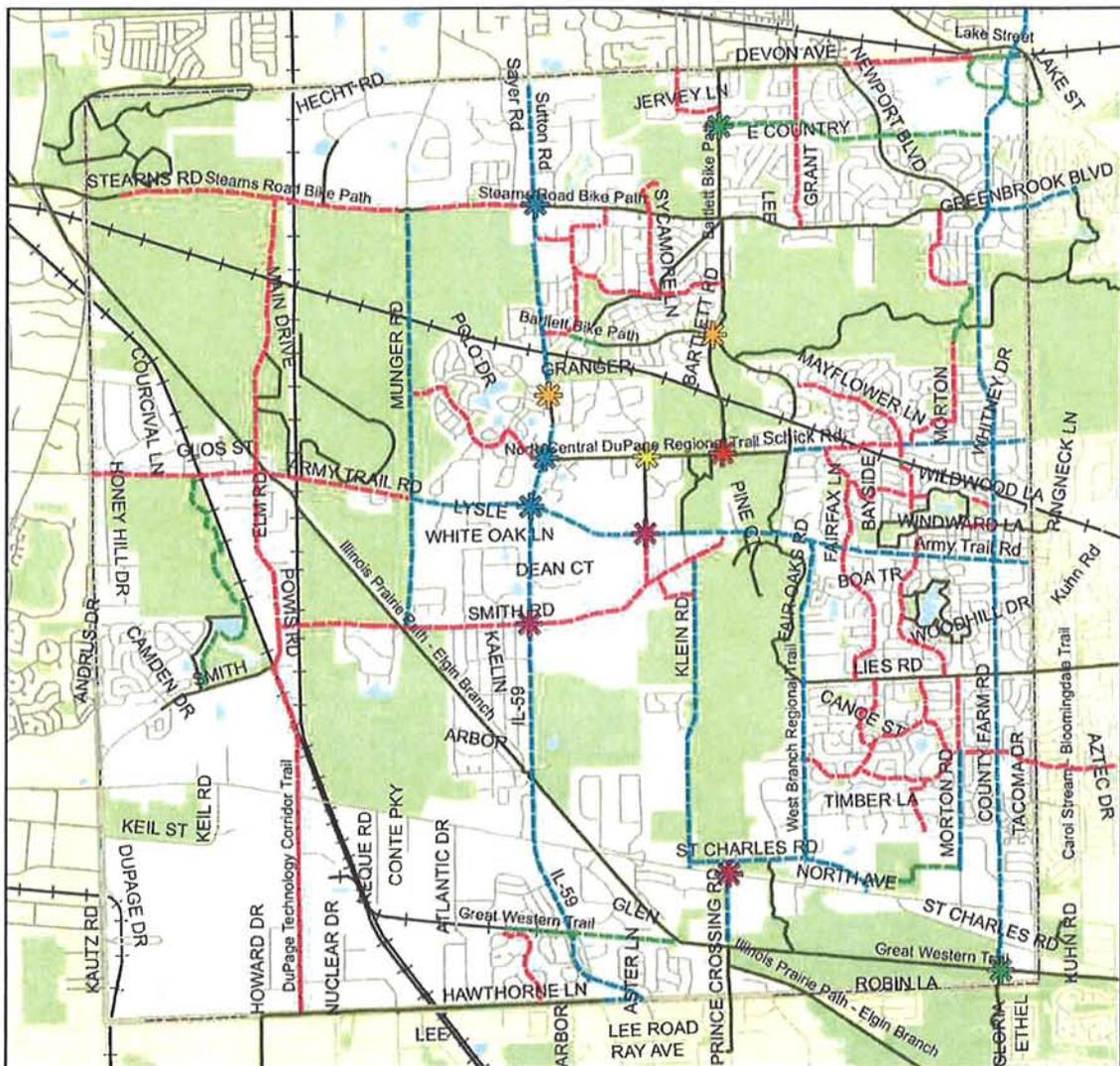


### Bicycle Facilities

- On-Street Bike Route, Proposed
- Sidepath, Proposed
- Trail, Proposed
- Trail, Existing

### Proposed Intersection Improvements

- Bicycle Loop Detector
- Bicycle/Pedestrian Push Button
- RRFB
- Roundabout
- Bicycle/Pedestrian Crossing Warning Signs
- School Zone Improvements



**TABLE 2D RECOMMENDED INTERSECTION IMPROVEMENTS**

	Recommended Improvement		
	Jurisdiction	Community	Recommended Intersection Improvement(s)
Prince Crossing Road and North Avenue	IDOT	West Chicago	Bicycle Loop Detection
Smith Road and Sutton Road	IDOT & Wayne Township	Wayne & Wayne Township	Bicycle Loop Detector
Stearns Road and Sutton Road	Bartlett, IDOT	Bartlett	Bicycle/Pedestrian Push Button
Schick Road and Sutton Road	Wayne Township, IDOT, Bartlett	Bartlett & Wayne Township	Bicycle/Pedestrian Push Button
Army Trail Road and Sutton Road	IDOT & DuPage	Bartlett & Wayne Township	Bicycle/Pedestrian Push Button
E Country Road and Bartlett Road	DuPage County & Bartlett	Forest Preserve District & Bartlett	RRFB
Great Western Trail and County Farm Road	IDOT, DuPage County, Carol Stream	Wayne Township	RRFB
Bartlett Road and Schick Road	IDOT, DuPage County, Bartlett	Forest Preserve District & Bartlett	Roundabout
Route 59 and Woodland Hills Parkway	Bartlett/IDOT	Bartlett	Bicycle/Pedestrian Crossing Warning Sign
Army Trail Road and Petersdorff Road	DuPage County & Wayne Township	Bartlett & Wayne Township	Bicycle/Pedestrian Crossing Warning Sign
Bartlett Road and Struckman Boulevard	DuPage County & Bartlett	Forest Preserve District & Bartlett	Bicycle/Pedestrian Crossing Warning Signage
Petersdorff Road and Schick Road	Wayne Township	Wayne Township	School Zone Improvements

# BICYCLE FRIENDLY POLICIES

# 3

## Policy Goal

The policies of the Township will reflect a commitment to designing roadways for all users, regardless of age or ability.

## Chapter 3 Overview

A unified policy goal amongst the jurisdictional authorities within Wayne Township is vital to successful implementation of this plan. Many of the network recommendations rely on municipal-level support with Township coordination. The below objectives will leverage Township policies and procedures to institutionalize the design, consideration, and construction of bicycle facilities in the Township through policies and procedures.

### OBJECTIVE: ONE

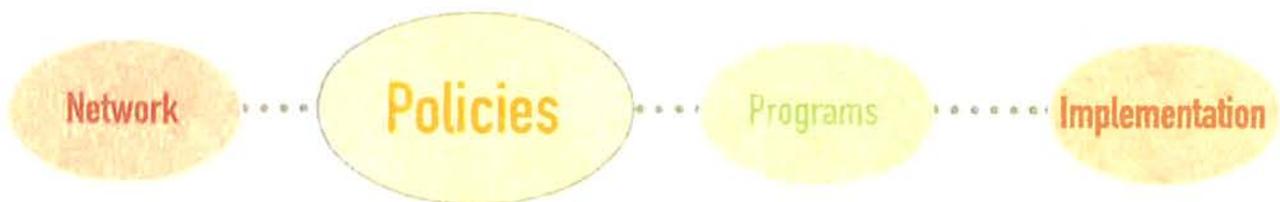
Adopt a Complete Streets policy in cooperation with county, state, and municipal Departments of Transportation to ensure all roadways are designed for all users.

### OBJECTIVE: TWO

Develop internal design policies for Complete Streets design and implementation.

### OBJECTIVE: THREE

Developing policies and procedures that contribute to continued use of bicycle facilities year-round.



## 3.1 Complete Streets Policy

**Objective: Adopt a Complete Streets policy in cooperation with county, state, and municipal Departments of Transportation to ensure all roadways are designed for all users.**



COMPLETE STREETS ARE DESIGNED TO ACCOMMODATE ALL USERS OF THE ROAD.

Following accepted best practices, the design recommendations throughout this plan are based on a Complete Streets philosophy. Complete streets are designed to enable safe access for all users of the transportation network regardless of age, ability, or travel mode. A complete street has no predefined facilities requirements, but is optimized within its surrounding context to promote safe, convenient active transportation options for the community.

To ensure that these principles play a lasting role in the development of the local transportation network, Wayne Township should adopt a Complete Streets policy. This means committing to the accommodation of bicyclists, pedestrians, and transit users as well as motor vehicles in all new transportation construction and maintenance projects whenever appropriate.

Both the State of Illinois and DuPage County have adopted Complete Streets policies. It is recommended that Wayne Township develop the policy based on national best practices. See Appendix E for a list of resources on Complete Streets policy development.

## 3.2 Internal Design Policies

**Objective: Develop internal design policies for Complete Streets design and implementation**

The Wayne Township Highway Department sets the standard of quality for roadway construction in the community through its adopted roadway design guidelines. The agency should update these guidelines to incorporate the principles of Complete Streets, ensuring a consistent standard for projects completed by the Township or private developers.

Incorporate nationally accepted best practices in bicycle facilities design that relate to the infrastructure recommended in this plan.

These guides may include:

---

AASHTO's Green Book

---

FHWA's Equestrian Design Guidebook for Trails, Trailheads and Campgrounds

---

NACTO's Cities for Cycling

---

MUTCD

---

A complete listing of guidelines is included in the Appendix.

## 3.3 Additional Policies and Procedures

**Objective: Develop additional policies and procedures that contribute to continued use of bicycle facilities year-round.**



PROCEDURES CAN BE ADOPTED TO SUPPORT CYCLING THROUGHOUT THE YEAR.

### 3.3.1 ADOPT A POLICY TO MAINTAIN BICYCLE FACILITIES

This plan sets forth an ambitious schedule to create a comprehensive biking network. In addition to completing the network, the Township must be committed to ensuring the network is maintained. By adopting a policy that ensures that bicycle facilities on property owned or managed by the Township will be maintained at the same level as facilities for motorized vehicles, the Township will provide bikeways that are free of snow, ice, debris, potholes, and other obstacles

### 3.3.2 DEVELOP BIKE PARKING SELECTION STANDARDS

Bike rack siting begins first with identifying the exact number of sites and racks for each facility. When bicycle parking is properly sited, cyclists will not lock to trees, signs, or other items, thereby improving the accessibility for all users and the aesthetic quality of the facility.

These basic guidelines for the efficient bicycle parking were considered and documented:

---

Racks should be easily accessible from the street

---

Racks should be located along the “desire line” or the path cyclists are most likely to travel from the bikeway to the destination entrance

---

Racks should be within 50 feet of an entrance

---

Racks need to be in a high visibility area

---

Racks need weather protection where possible

---

Racks need to be protected from motor vehicles

---

Where possible racks should be placed near an attended area

---

Racks should not impede pedestrian traffic

---

Racks should not block access to buildings

---

These guidelines encourage the highest usage of bicycle parking.



# BICYCLE FRIENDLY PROGRAMS

# 4

## Goal for Education, Encouragement, and Enforcement Programs

People of all ages and abilities will have the tools to feel safe and confident while cycling. Residents will bike to fulfill daily needs and make last-mile connections.

## Chapter 4 Overview

Education, encouragement, and enforcement are a powerful tools for promoting healthy and safe behaviors. Users of a bike network need to be aware of how to protect themselves and others, be compelled to use the network because they see it as safe and fun, and know that there are safeguards in place to protect them. Education, encouragement, and enforcement are tied together and are necessary to create a bicycle network that is utilized by all. As more people bike for transportation and health, bicycle education, encouragement, and enforcement should come in a variety of forms to reach all network users. Youth, teens, and adults alike benefit from these programs. The below objectives and recommendations on the following pages are meant to reach all community members and include messages tailored to each specific audience.

### OBJECTIVE: ONE

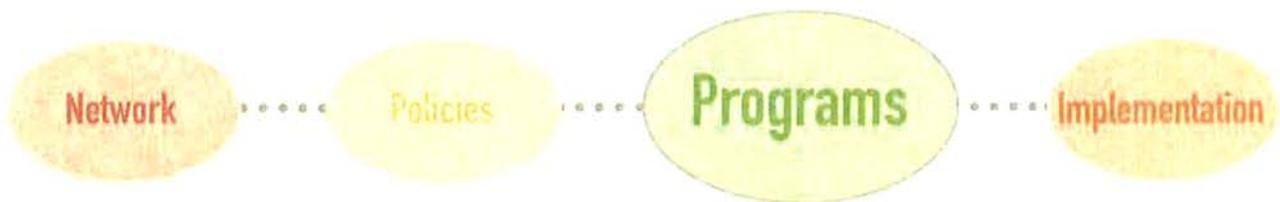
Educating the public about cycling

### OBJECTIVE: TWO

Encouraging the use of cycling

### OBJECTIVE: THREE

Enforcing safe travel behaviors



## 4.1 Community Education

**Objective:** It is important for motorists, cyclists and pedestrians to understand the rules of the road, however many are unaware of the rights and responsibilities of non-motorized users. A variety of educational opportunities are necessary to promote safer interactions by all road users. Wayne Township should partner with bicycle and pedestrian education to provide education and outreach on bicycle and pedestrian safety and sharing the road at community events and/or recreation programs.

### 4.1.1 SAFE ROUTES TO SCHOOL

This program involves identifying safe passages for students from their homes to school by identifying roadways with adequate sidewalks, safe bike routes, and crossings. Through this program the community can determine specific places for improvement and seek funding for the projects. The Township can Partner with District 303, Benjamin School District 25, Community Consolidated School District 93, and School District U-46 to provide a safe environment for students to achieve Safe Routes to School goals, for example:

---

Start a Safe Routes to School committee at each school or within each district to promote walking and biking to school

---

Celebrate International Walk and Bike to School Day in October

---

Provide annual on-bike or in-class bicycle education to students in third or fourth grade

---

### 4.1.2 DEVELOP A TOWNSHIP BIKE MAP

A user-friendly bike network map would encourage use of the improved bicycle network and patronage of the key places identified in this plan. Wayne Township should work with local volunteers, ambassadors, or a contractor to produce and distribute a free bike network map that includes safe routes to key places and safety tips. Large employers and local businesses could be approached for sponsorship of the map. This map should also:

---

Highlight bicycle facilities, including side paths, bike lanes, and local and regional trails

---

Mark popular destinations and local restaurants

---

Include bicycle safety tips and education

---

### 4.1.3 EDUCATE THE PUBLIC ON TIPS AND TRICKS FOR BIKING TO WORK

The route and method for biking that recreational cyclists may use on trails or weekend rides could be different than the route to work. This encouragement could reach and inform a ridership who had previously thought that biking to work would be too difficult.



SAFE ROUTES TO SCHOOL  
for elementary school students

### 4.1.4 DEVELOP A DRIVER/ CYCLIST/EQUESTRIAN "SHARED RESPONSIBILITY CAMPAIGN"

Develop materials and marketing information to educate drivers and cyclists about sharing the road and cyclists and equestrians about trail etiquette. The materials could be distributed at Township offices, local events, included in water bills, or posted at trail heads.



BIKE RODEO  
for children

### 4.1.5 BIKE RODEO

The police departments within Wayne Township could hold an annual Bike Safety Rodeo to offer a kid-friendly bike course focused on how to navigate potential hazards such as stop lights and railroad crossings. This could be a community education and encouragement event to draw in families.



WAYFINDING  
Wayne Township could create a bicycle network map

### 4.1.6 BIKE SAFETY QUIZ

Promote the Bike Safety Quiz produced by the League of Illinois Bicyclists and the Secretary of State, available at [www.bikesafetyquiz.com](http://www.bikesafetyquiz.com).

## 4.2 Encouragement

**Objective: Community events centered on biking will create awareness for active transportation and encourage residents who do not often bike to start doing so. These events also provide opportunities for community members to come out and get to know their neighbors, shop locally and explore their community.**

### 4.2.1 SOCIAL EVENTS

Events that provide residents a comfortable and supportive place to bike increase use of active transportation and the overall bike network.

Informal events held once or twice monthly create a relaxed atmosphere for physical activity. Work with community organizations to schedule small events that target specific age groups and interests.

### 4.2.2 LOCAL BUSINESS SPOTLIGHT EVENTS

**SHOP BY BIKE:** Encourage residents to bike when making short errands to local shops. Partner with local businesses to provide discounts and promotions for encouragement.

---

**BIKE & DINE EVENTS:** Feature local restaurants with a progressive dinner by bike.

---

**HOUSING HUNTING BY BIKE:** Work with local real estate agents to hold a bike tour of homes for sale throughout Wayne Township.

---

### 4.2.3 COMMUNITY FEATURE EVENTS

**CAR-FREE DAYS:** Designate and publicize one day each year for special programming that encourages residents to leave their car at home and bike instead.

---

**COMMUNITY BIKE RIDES:** Organize a large scale bike ride event in Wayne Township, this can make a great fundraiser and bring visitors from neighboring townships.

---

**OPEN STREETS:** Arrange for special events where local streets are closed to vehicles and open for walking, biking and informal play. This can nicely complement local parades or farmers markets, such as West Chicago Railroad Days or the Bartlett Farmers Market.

---

BIKE TO WORK WEEK: Host bicycle commuter celebrations at Metra Stations or local restaurants during the regional Bike to Work Week celebration.

LOCAL PARADES: Invite youth to decorate bikes and participate in local parades

#### 4.2.4 BIKE PARKING

Another way to encourage biking is to provide infrastructure such as bike racks at destinations throughout the community. Bike racks should be placed in clear view and close to the entrance of destinations to make it a more convenient and easier option for residents.

### 4.3 Enforcement

**Objective: Continue to support biking encouragement and education by collaborating with the local police departments**

#### 4.3.1 CAUGHT BEING GOOD PROGRAM

Police officers can issue reward tickets to children who practice safe walking and biking behavior.

#### 4.3.2 TRAINING OPPORTUNITIES

Identify training opportunities for local police departments that highlight Share the Road safety tips.



PARTNERING AND COLLABORATING with the local police departments to provide programming



PROVIDE EASY BICYCLE PARKING at community events



GROUP RIDES are a safe way for newcomers to try bicycling on roadways

#### 4.3.3 POLICE AND NEIGHBORHOOD PARTNERSHIPS

The police departments could work with neighborhood groups that are interested in promoting safe bicycling and walking behaviors.

# IMPLEMENTATION

# 5

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## Implementation Goal

The Township will have an interagency collaborative support system that facilitates effective implementation of bike network enhancements, policies, and procedures.

# Chapter 5 Overview

Wayne Township can coordinate with municipalities, DuPage County, the Forest Preserve District, and the Illinois Department of Transportation to carry out the goals, objectives, and recommendations contained in this plan with coordination between multiple agencies and jurisdictions to foster growth in community bicycle ridership.

Wayne Township can coordinate with municipalities, DuPage County, the Forest Preserve District, and the Illinois Department of Transportation to carry out the recommendations in this plan.

### OBJECTIVE: ONE

Implement the network recommendations.

### OBJECTIVE: TWO

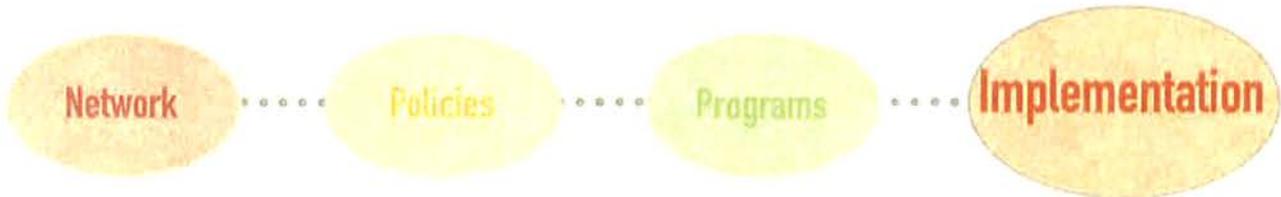
Coordinate with agencies affected by the implementation of this plan.

### OBJECTIVE: THREE

Develop a series of metrics to measure progress of the plan.

### GOAL: FOUR

Strategically pursue funding for implementation of projects identified on Township controlled roads in this plan.



## 5.1 Phasing

**Objective: Implement the network recommendations.**



Plan implementation will require coordination with Multiple Jurisdictions

While some of the recommendations in the plan can be immediately implemented other recommendations require more resources. A timeline that phases the recommendations can build towards an ideal bicycle network in the long-term while still providing improvements and options in the short-term.

Implementation recommendations were based on community priorities identified in the planning process. Prioritization is based on five factors:

### COORDINATION

Represents the general amount of time and coordination from the community as well as cooperation with outside agencies needed from project initiation to project completion

### COST

Represents a rough estimate of the dollars necessary to plan, design, construct and/or execute a specific strategy

### COMMUNITY INPUT

Represents the preference of community members based on feedback received during the community engagement phase of the planning process

### SAFETY

Represents the change in the level of safety for cyclists and pedestrians after implementation of the strategy

### IMPACT

Represents an estimate of usage of a particular strategy

## 5.1.1 PROPOSED ROADWAY CONDITIONS AND PHASING

Based on input from more people that attended the two public events and completed the online survey, the following corridor specific recommendations and phasing priorities were developed. The network was designed to provide safe and convenient routes to all of the places identified as priorities for biking in Wayne Township.

### NEAR-TERM

Near-term corridors are either suitable for cycling in their existing condition, with opportunities for wayfinding improvements, or projects that are already programmed for funding in the near-term. A near-term recommendation for the following corridors is to identify safe, bicycle-ready, routes, and install bicycle safety signs per MUTCD guidance.

### MID-TERM

Mid-term corridors are corridors that are mostly locally controlled and are recommended for installation of on-street bikeways that do not require reconstruction activities.

### LONG-TERM

Long-term bikeways are corridors that require installation of an off-street trail, sidepath, or a potential reconstruction of a road. These projects typically require more coordination with external agencies.

## 5.1.2 OPPORTUNISTIC IMPLEMENTATION

While this plan offers a guide to prioritizing these recommendations as near-, mid-, or long-term priorities, the Township should actively seek out opportunities to coordinate implementation with private development and public projects. Private development can often trigger the need to improve the corridor frontage areas, and state, county and municipal construction and maintenance priorities can overlap with this plan's recommendations. Implementing agencies should remain aware of these kinds of opportunities and seek to coordinate the implementation of this plan with parallel municipal, county, and regional efforts. (See the Appendix for funding and programmatic resources.)

**TABLE 5A** RECOMMENDED BICYCLE FACILITY

Phasing and implementation Considerations						
	From	To	Adjacent Community	Jurisdiction	Bikeway Recommendation	Phasing
Schick Road	Woodland Hills Drive	Route 59	Bartlett	Bartlett	Signed Route	Long-Term
Munger Road	Stearns Road	Rail Road Tracks	Forest Preserve District & Wayne	Bartlett	Sidepath	Mid-Term
S Prospect Avenue	Devon Avenue	Stearns Road	Bartlett	Bartlett	Signed Route	Near-Term
Jervey Lane	Bartlett Road	Western Avenue	Bartlett	Bartlett	Signed Route	Near-Term
Western Avenue	Jervey Lane	Devon Avenue	Bartlett	Bartlett	Signed Route	Near-Term
Sycamore Lane	Foster Avenue	Apple Orchard Golf Course	Bartlett	Bartlett	Signed Route	Near-Term
Cuyahoga Drive	Stearns Road	Bryn Mawr Avenue	Bartlett	Bartlett	Signed Route	Near-Term
Bryn Mawr Avenue	Valewood Drive	Cuyahoga Drive	Bartlett	Bartlett	Signed Route	Near-Term
Valewood Drive	Bryn Mawr Avenue	Foster Avenue	Bartlett	Bartlett	Signed Route	Near-Term
Foster Avenue	Valewood Drive	The Bartlett Trail	Bartlett	Bartlett	Signed Route	Near-Term
Independence Drive	Congress Drive	The Bartlett Trail	Bartlett	Bartlett	Signed Route	Near-Term
Woodland Hills Drive	Schick Road	Forest Preserve Drive	Bartlett	Bartlett	Signed Route	Near-Term
Fairfax Lane	Army Trail Road	Schick Road	Bartlett	Bartlett	Signed Route	Near-Term
Harvard Lane	Waterfall Lane	Fairfax Lane	Bartlett	Bartlett	Signed Route	Near-Term
Mayflower Lane	Schick Road	Struckman Boulevard	Bartlett	Bartlett	Signed Route	Near-Term
Forest Preserve Drive	Woodland Hills Drive	Munger Road	Bartlett	Bartlett	Signed Route	Near-Term
Trails End Park Trail	Newport Boulevard	County Farm Road	Bartlett and Hanover Park	Bartlett and Hanover Park	Trail	Long-Term
Birch Bark Trail	Fair Oaks Road	Kuhn Road	Carol Stream	Carol Stream	Signed Route	Near-Term
Evergreen Drive	Birch Bark Trail	Birch Bark Trail	Carol Stream	Carol Stream	Signed Route	Near-Term
Lance Lane	Birchbark Trail	New Britton Road	Carol Stream	Carol Stream	Signed Route	Near-Term
New Britton Road	Lance Lane	Rose Avenue	Carol Stream	Carol Stream	Signed Route	Near-Term
Rose Avenue	Lance Lane	Lies Road	Carol Stream	Carol Stream	Signed Route	Near-Term
Spring Valley Drive	Lies Road	Army Trail Road	Carol Stream	Carol Stream	Signed Route	Near-Term

**TABLE 5A** RECOMMENDED BICYCLE FACILITY, CONTINUED

Phasing and implementation Considerations						
	From	To	Adjacent Community	Jurisdiction	Bikeway Recommendation	Phasing
Woodlake Drive	Lies Road	Bayside Drive	Carol Stream	Carol Stream	Signed Route	Near-Term
Stearns Road	Route 59	Dunham Road	Forest Preserve District, Bartlett	DuPage County	Signed Route	Near-Term
Army Trail Road	Munger Road	Dunham Road	Wayne Township, Bartlett, Forest Preserve District	DuPage County & Wayne	Signed Route	Near-Term
Cinema Drive	Lemon Lane	Redford Lane	Hanover Park	Hanover Park	Signed Route	Near-Term
Redford Lane	Cinema Drive	Stearns Road	Hanover Park	Hanover Park	Signed Route	Near-Term
Woodlake Drive	Army Trail Road	Waterfall lane	Hanover Park	Hanover Park	Signed Route	Near-Term
Wildwood Lane	Waterfall Lane	County Farm Road	Hanover Park	Hanover Park	Signed Route	Near-Term
Morton Road	Schick Road	Lawrence Avenue	Hanover Park	Hanover Park	Signed Route	Near-Term
Edinburgh Lane	Camden Lane	Schick Road	Hanover Park	Hanover Park	Signed Route	Near-Term
Camden Lane	Edinburgh Lane	Morton Road	Hanover Park	Hanover Park	Signed Route	Near-Term
Waterfall Lane	Wildwood Lane	Harvard Lane	Hanover Park and Bartlett	Hanover Park & Bartlett	Signed Route	Near-Term
Waterfall Lane	Wildwood Lane	Harvard Lane	Hanover Park and Bartlett	Hanover Park & Bartlett	Signed Route	Near-Term
Devon Avenue	Liberty Street	Church Road	Hanover Park	Hanover Park, Bartlett, & DuPage County	Signed Route	Near-Term
Fair Oaks Road	St Charles Road	North Avenue	Wayne Township, Forest Preserve District	Wayne Township	Sidepath	Near-Term
Petersdorff Road	Smith Road	Schick Road	Wayne Township	Wayne Township	Signed Route	Near-Term
Petersdorff Road	Smith Road	Schick Road	Wayne Township	Wayne Township	Signed Route	Near-Term
Cambridge/Canterbury Drive	Smith Road	Klein Road	Wayne Township	Wayne Township	Signed Route	Near-Term
St Charles Road	Klein Road	Fair Oaks Road	Wayne Township & Forest Preserve District	Wayne Township	Trail	Near-Term
Smith Road	Army Trail Road	Powis	Wayne Township & Bartlett	Wayne Township & IDOT	Signed Route	Near-Term
Fair Oaks Road	Army Trail Road	St Charles Road	Wayne Township, Carol Stream, Forest Preserve District	Wayne Township, Carol Stream	Sidepath	Near-Term
Willow Creek Drive	Hawthorne Lane	Marcella Lane	West Chicago	West Chicago	Signed Route	Near-Term

**TABLE 5A** RECOMMENDED BICYCLE FACILITY, CONTINUED

Phasing and implementation Considerations						
	From	To	Adjacent Community	Jurisdiction	Bikeway Recommendation	Phasing
Marcella Lane	Willow Creek Drive	Thomas Drive	West Chicago	West Chicago	Signed Route	Near-Term
Sassafras Drive	Thomas Drive	Hemlock Lane	West Chicago	West Chicago	Signed Route	Near-Term
Hemlock Lane	Sassafras Drive	Snowberry Lane	West Chicago	West Chicago	Signed Route	Near-Term
Thomas Drive	Marcella Lane	Sassafras Drive	West Chicago	West Chicago	Signed Route	Near-Term
Sassafras Drive	Thomas Drive	Hemlock Lane	West Chicago	West Chicago	Signed Route	Near-Term
Hemlock Lane	Sassafras Drive	Snowberry Lane	West Chicago	West Chicago	Signed Route	Near-Term
Morton Road	Birchbark Trail	Wheaton Bible Church	Carol Stream, Wayne Township	Carol Stream, Wayne Township	Sidepath	Mid-Term
DuPage Technology Corridor Trail	Army Trail Road	DuPage Technology Corridor Trail	Forest Preserve District	Forest Preserve District	Trail	Mid-Term
Munger Road	Rail Road Tracks	Smith Road	Bartlett & Forest Preserve District	Wayne Township	Sidepath	Mid-Term
Wheaton Bible Church Path	Morton Road	St Charles Road	Wayne Township	Wayne Township & Wheaton Bible Church	Trail	Mid-Term
Powis Road	Stearns Road	Hawthorne Lane	Wayne, Wayne Township, Forest Preserve District, DuPage County	Wayne Township, Wayne, West Chicago	Signed Route	Mid-Term
Schick Road	Gerber Road	County Farm Road	Forest Preserve District, Carol Stream, Bartlett	Carol Stream, Bartlett	Sidepath	Long-Term
Army Trail Road	County Farm Road	Munger Road	Hanover Park, Carol Stream, Bartlett	DuPage County	Sidepath	Long-Term
Great Western Trail	North Avenue	Sassafras Drive	West Chicago, Wayne Township	DuPage County	Trail	Long-Term
County Farm Road	Devon Avenue	Great Western Trail	Hanover Park, Carol Stream, Wayne Township	DuPage County, Carol Stream, Hanover Park	Sidepath	Long-Term
Morton Road Spur	Morton Road	Cinema Drive	Bartlett & Forest Preserve District	Forest Preserve District	Trail	Long-Term
Devon/Lake Path	Devon Avenue	Lake Street	Hanover Park	Hanover Park	Trail	Long-Term
Route 59/Sutton Road	Hawthorne Lane	Devon Avenue	West Chicago, Wayne Township, Bartlett, Forest Preserve District	Illinois Department of Transportation	Sidepath	Long-Term
Prince Crossing Road	Hawthorne Lane	North Avenue	West Chicago, Wayne Township, Forest Preserve District	Illinois Department of Transportation	Sidepath	Long-Term
Klein Road	St Charles Road	Smith Road	Forest Preserve District, Wayne Township	Wayne Township	Sidepath	Long-Term

# Wayne Township Bicycle Network Implementation and Phasing

Produced by Active Transportation Alliance: 3/24/2015

Data Sources: Active Transportation Alliance, NAVTEQ, CMAP, IDOT, Forest Preserve District of DuPage County

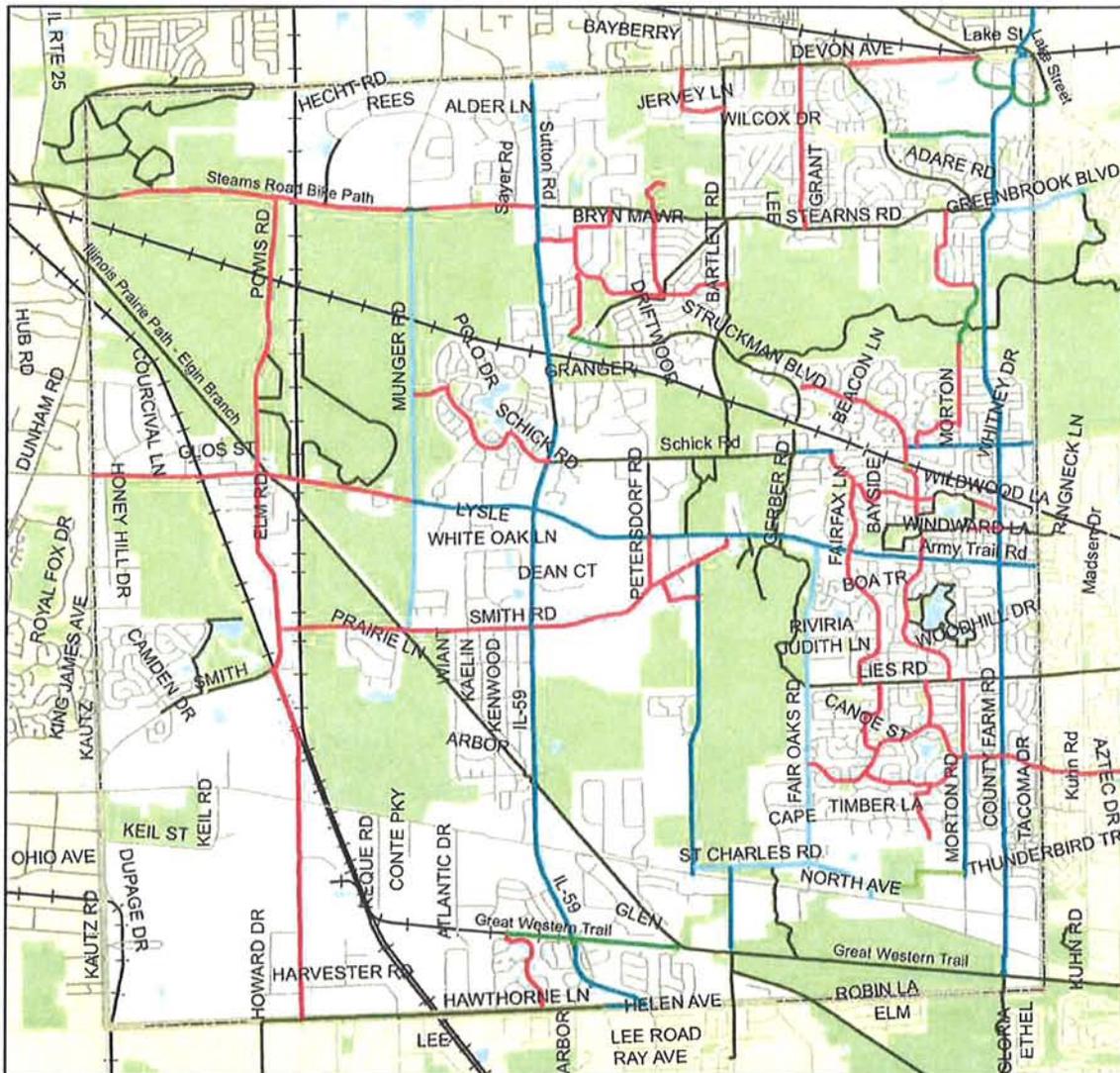


### Bicycle Facilities

- Mid-Term, Bike Route
- - - Near-Term, Bike Route
- Long-Term, Path
- Near-Term, Path
- Long-Term, Land-based Greenway
- Mid-Term, Land-based Greenway
- Near-Term, Land-based Greenway
- Trail, Existing

### Transportation Infrastructure

- - - Roads
- Railroads
- Neighboring Township
- Wayne Township



# Wayne Township Intersection Implementation and Phasing by Jurisdiction

Produced by Active Transportation Alliance: 3/24/2015  
 Data Sources: Active Transportation Alliance, NAVTEQ,  
 CMAP, IDOT, Forest Preserve District of DuPage County

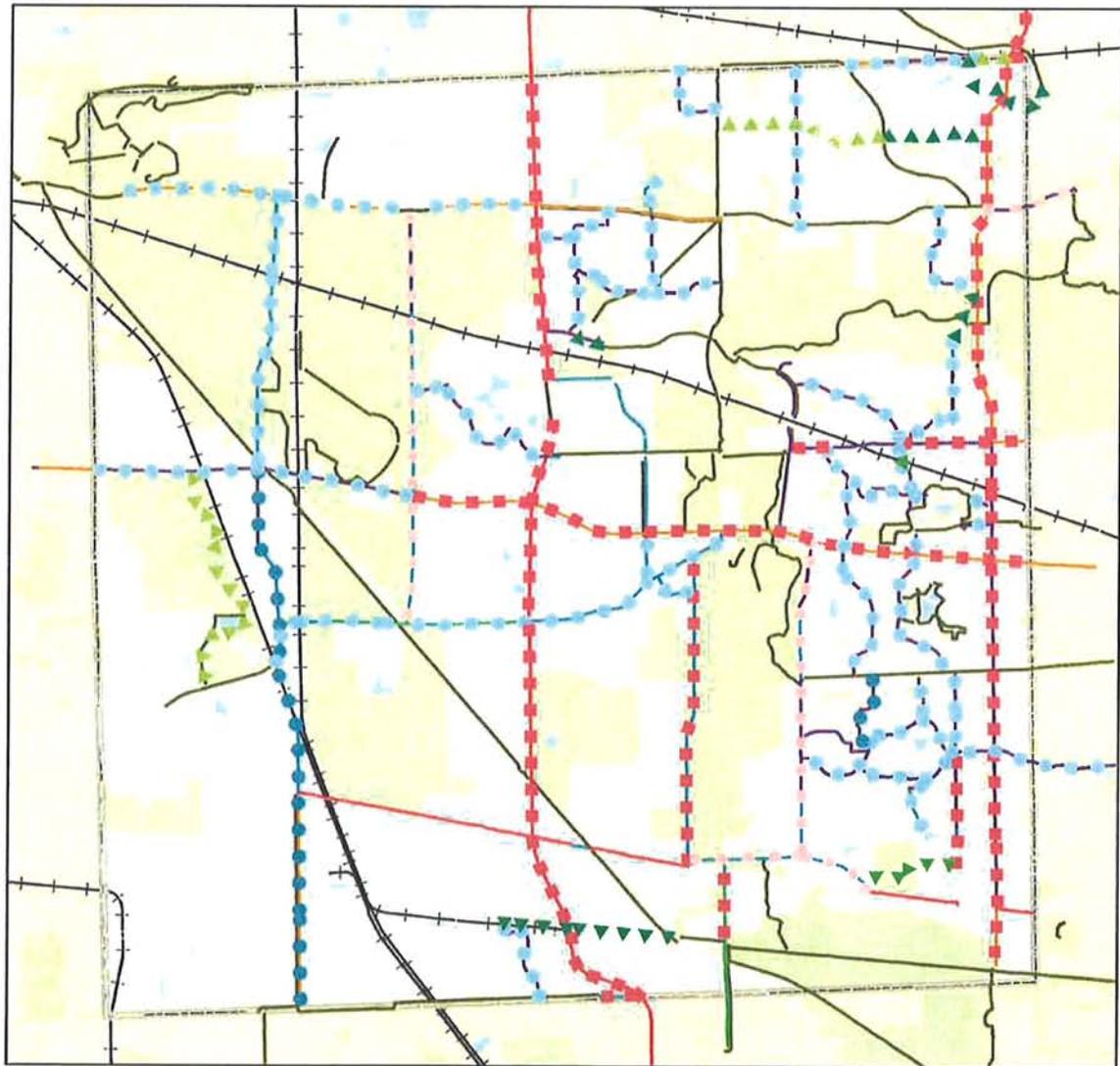


### Facility Type, Phasing

- Bike Route, Mid-Term
- Bike Route, Near-Term
- Path, Long-Term
- Path, Near-Term
- ▲ Land-based Greenway, Long-Term
- ▲ Land-based Greenway, Mid-Term
- ▲ Land-based Greenway, Near-Term

### Roadway Jurisdiction

- Interstate
  - IDOT
  - County
  - Township
  - Municipality
- Existing Bicycle Facilities**
- Trail



### 5.1.3 PROPOSED INTERSECTION CONDITIONS AND PHASING

Based on input from the people that attended the two public events and completed the online survey, the following corridors specific recommendations and phasing priorities were developed. The intersection recommendations are designed to provide safe and convenient crossings at intersections identified as barriers by the community.

#### NEAR-TERM

Near-term intersections are currently bikeable but may be aided by some low-cost improvements, such as network signage or crossing improvements.

#### MID-TERM

Mid-term intersections for improvement can easily be improved—with a moderate construction budget—to become more bikeable. Examples are corridors with low average daily traffic (ADT) and ample width to add bike lanes or shared lane markings, and intersections that are currently signaled but could be improved by curb extensions, transit shelters, local sidewalk completion, and other network amenities, such as benches and identity features.

#### LONG-TERM

Long-term intersection recommendations are often complicated by jurisdictional issues or the balancing of regional network priorities. These recommendations may have other feasibility issues, such as high ADT or restricted road width or right-of-way.



TABLE 5B RECOMMENDED INTERSECTION IMPROVEMENTS	Recommended Improvement			
	Jurisdiction	Community	Recommended Intersection Improvement(s)	Implementation
Sutton Road and Woodland Hills Parkway	Bartlett/IDOT	Bartlett	Bicycle/Pedestrian Crossing Warning Sign	Mid-Term
Stearns Road and Sutton Road	Bartlett, IDOT	Bartlett	Bicycle/Pedestrian Push Button	Near-Term
Schick Road and Sutton Road	Wayne Township, IDOT, Bartlett	Bartlett & Wayne Township	Bicycle/Pedestrian Push Button	Long-Term
Army Trail Road and Sutton Road	IDOT & DuPage	Bartlett & Wayne Township	Bicycle/Pedestrian Push Button	Long-Term
Army Trail Road and Petersdorff Road	DuPage County & Wayne Township	Bartlett & Wayne Township	Bicycle/Pedestrian Crossing Warning Sign	Near-Term
Bartlett Road and Schick Road	IDOT, DuPage County, Bartlett	Forest Preserve District & Bartlett	Roundabout	Long-Term
E Country Road and Bartlett Road	DuPage County & Bartlett	Forest Preserve District & Bartlett	RRFB	Mid-Term
Bartlett Road and Struckman Boulevard	DuPage County & Bartlett	Forest Preserve District & Bartlett	Bicycle/Pedestrian Crossing Warning Signage	Near-Term
Smith Road and Sutton Road	IDOT & Wayne Township	Wayne & Wayne Township	Bicycle Loop Detector	Long-Term
Great Western Trail and County Farm Road	IDOT, DuPage County, Carol Stream	Wayne Township	RRFB	Mid-Term
Petersdorff Road and Schick Road	Wayne Township	Wayne Township	School Zone Improvements	Near-Term
Prince Crossing Road and North Avenue	IDOT	West Chicago	Bicycle Loop Detection	Mid-Term

# Wayne Township Intersection Implementation and Phasing by Jurisdiction

Produced by Active Transportation Alliance: 3/24/2015  
 Data Sources: Active Transportation Alliance, NAVTEQ,  
 CMAP, IDOT, Forest Preserve District of DuPage County

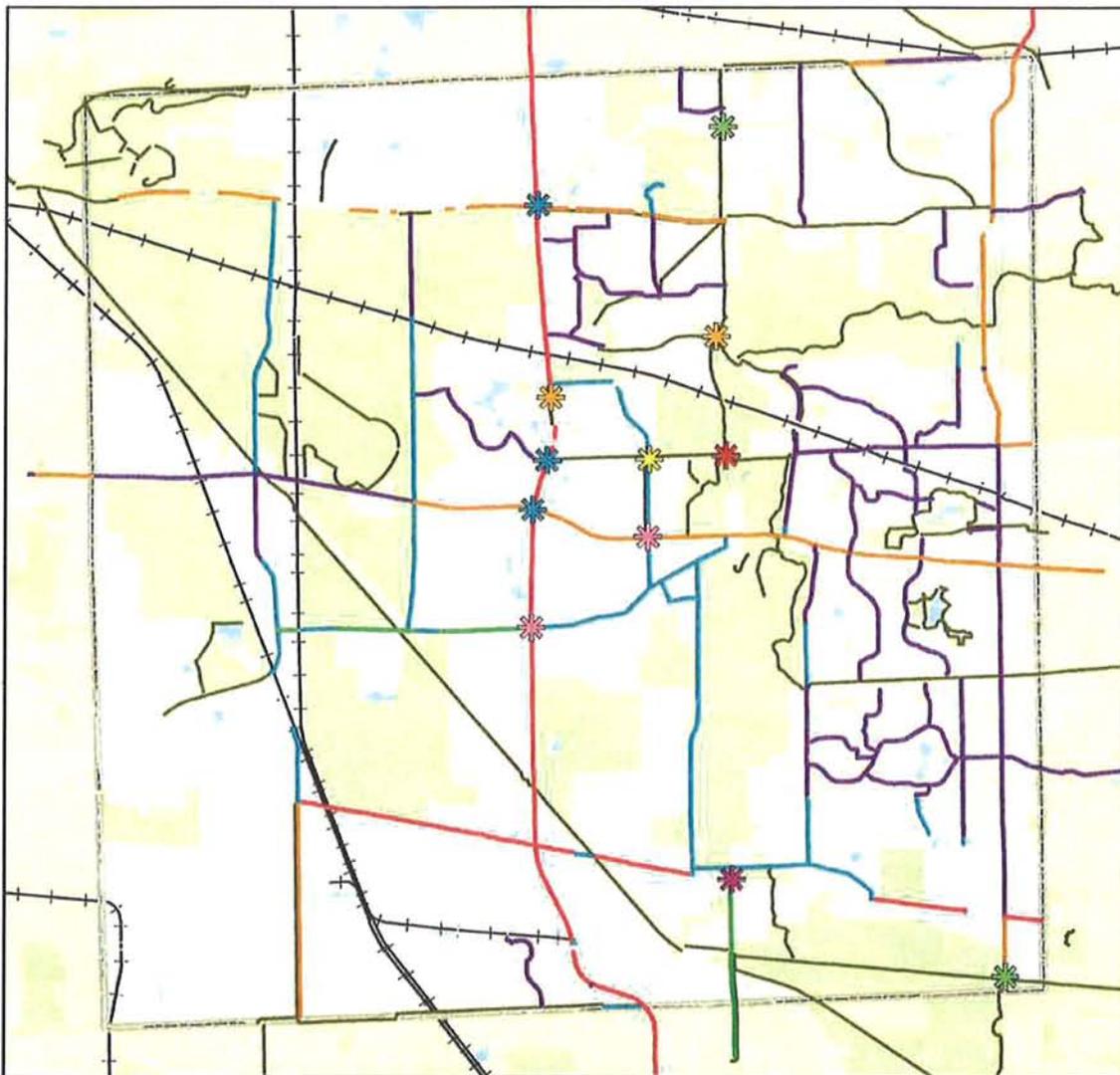


### Proposed Intersection Improvements

- Bicycle Loop Detector, Long-Term
- Bicycle Loop Detector, Mid-Term
- Bicycle/Pedestrian Push Button, Long-Term
- RRFB, Long-Term
- RRFB, Mid-Term
- Roundabout, Long-Term
- Bicycle/Pedestrian Crossing Warning Signs, Near-Term
- School Zone Improvements, Near-Term

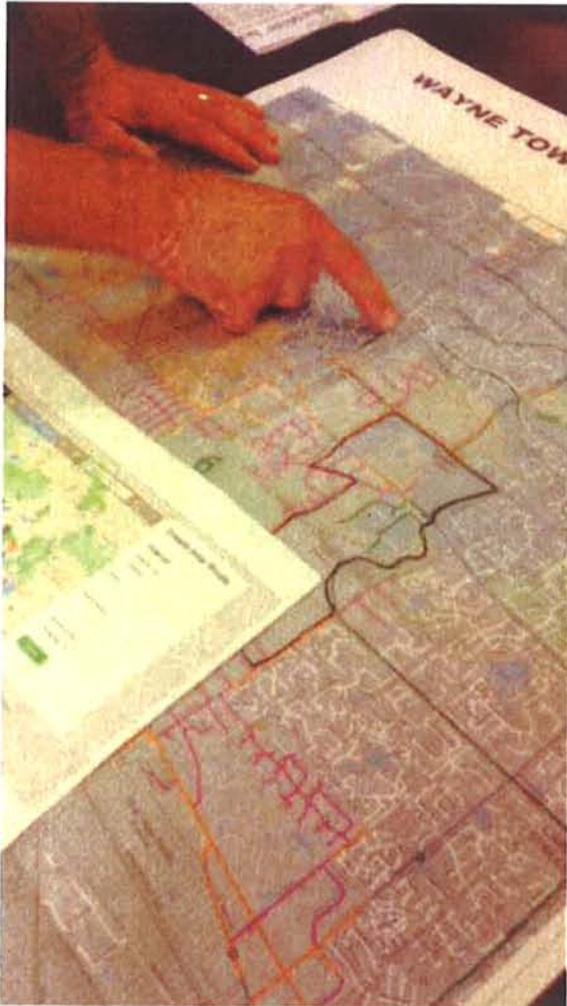
### Roadway Jurisdiction

- Interstate
  - IDOT
  - County
  - Township
  - Municipality
- Existing Bicycle Facilities
- Trail



## 3.2 Coordination

**Objective: Coordinate with agencies affected by the implementation of this plan.**



Multiple communities and jurisdictions lie within Wayne Township's boundaries. In order to fulfill the recommendations in this plan, Wayne Township can continue to convene a group of stakeholders to discuss priorities and pursue projects, or facilitate a Bicycle Advisory Committee

Made up of jurisdictions that maintain roadways within the Township boundaries to coordinate the funding, planning, design, and maintenance of future roadway and bikeway projects, the committee could take on such coordination activities as:

Synchronizing Capital Improvement Programs to ensure the development of uninterrupted bikeways throughout the Township.

Partnering on funding applications to implement recommendations made in this plan.

Adopting unified bicycle facilities design standards, particularly for wayfinding signage.

Encouraging municipalities to apply for Bicycle Friendly Community status through the League of American Bicyclists.

Identifying community members interested in taking the lead on education and encouragement initiatives.

## 5.3 Progress Measurement

**Objective: Develop a series of metrics to measure progress of the plan.**



NUMBER OF MILES OF NEW BICYCLE FACILITIES IS ONE WAY TO TRACK IMPLEMENTATION OF THIS PLAN

Progress measures help communities track projects and better understand the impact of bicycle facilities on community health and travel patterns. There are many ways to track performance, some steps include:

---

Miles of bicycle network implemented

---

Miles of paths and trails built

---

Bicycle friendly policies adopted

---

Educational events and encouragement opportunities offered

---

Enforcement events held

---

Other bicycle improvements

---

Review and analyze crash data annually to identify high crash area locations.

---

Review and analyze publicly available user data collected by smart phone applications to gain an understanding of the rate of use of various roadways throughout the Township.

---

Coordinate with DuPage County on Illinois Prairie Path bike counts.

---

## 5.4 Funding

**Objective: Strategically pursue funding for implementation of projects identified on Township controlled roads in this plan.**

Some projects recommended in this plan are on Township-controlled roads and land. In these cases, the Township should identify priority projects and seek funding to complete the recommendations. The following steps could be taken to see these projects through:

---

Dedicate funding towards bicycle facilities

---

Integrate recommendations into the Township's CIP

---

Pursue outside funding opportunities

---

See the chart on the following page for types of funding sources and selection criteria.

**TABLE 5C FEDERAL FUNDING SOURCES FOR TRANSPORTATION PROJECTS**

	Transportation Enhancements (TE)	Congestion Mitigation and Air Quality (CMAQ)	Surface Transportation Program (STP)	Safe Routes to School (SRTS)	Recreational Trails Program (RTP)	Highway Safety Improvement Program (HSIP)	Section 402-State and Community Highway Safety Grant Program
<b>Program Purpose</b>	To foster cultural, historic, aesthetic and environmental aspects of our transportation infrastructure	To improve air quality and reduce traffic congestion in areas that do not meet air quality standards.	To fund state and local road and transit projects.	To enable and encourage children to walk and bike to school through the 5 Es.	To develop and maintain recreational trails and trail related facilities for both non-motorized recreational trail users.	To fund highway infrastructure safety projects aimed at reducing highway fatalities and serious injuries.	To create safety programs aimed at reducing traffic crashes.
<b>Eligible Projects</b>	Bike lanes, paved shoulders, network signage, path/ trail, bike racks on busses, bike parking, trail/ highway intersection improvements, bike storage, sidewalks, crosswalks, signal improvements, curb cuts, helmet promotion, educational materials, and training	All bike/ped infrastructure, active transportation plans, helmet promotion, educational materials, bike/ ped maps, bike/ ped coordinator position, safety/ education position, and training.	All bike/ped infrastructure, active transportation plans, bike/ ped coordinator position, safety/ education position, bike/ ped maps, enforcement campaign, helmet promotion, educational materials, and training.	Bike lanes, paved shoulders, network signage, path/ trail, bike parking, bike/ ped maps, trail/ highway intersection improvements, bike storage, sidewalks, crosswalks, signal improvements, curb cuts, helmet promotion, educational materials, bike/ ped coordinator position, safety/ education position and training	Trails/paths, Trail/Highway intersection improvements, trailheads, educational materials, and training.	Bike lanes, paved shoulders, Trail/Highway intersection improvement, crosswalks, signal improvement, and curb cuts.	Bike/ped maps, Safety/education position, enforcement campaigns, helmet promotion, educational materials, and training.
<b>Key Project Requirements</b>	Must relate to surface transportation	1) Must be spent in non-attainment and maintenance areas. 2) Will be evaluated on air quality emissions.	N/A	Only be spent within 1 ½ miles of a school.	30% spent on non-motorized trail project, 30% for motorized, 40% for diversity of trail use	Must address goals written in State Highway Safety Plan	Must address goals written in State Highway Safety Plan
<b>Application Process</b>	Irregular schedule at call of IL Dept. of Transportation	Generally, an annual call for proposals	Varies	Irregular schedules at call of IDOT	Irregular schedules at call of Illinois Department of Natural Resources	Generally every year there is an update to the Plan at call of IDOT division of Traffic Safety	Generally each summer at call of IDOT division of Traffic Safety
<b>Local Match Required</b>	Typically 20%	Typically 20%	20%	20%	Typically 20%, some 50%	10%	No match required
<b>Who Can Apply</b>	Local Government	Local or state government agency	Local government	Any government entity or non-profit	Any government entity or non-profit	Any government entity or non-profit	Any government entity or non-profit

# APPENDIX

# Appendix A: Existing Conditions

The Existing Conditions Maps summarize the analysis conducted while developing the Bicycle Plan.

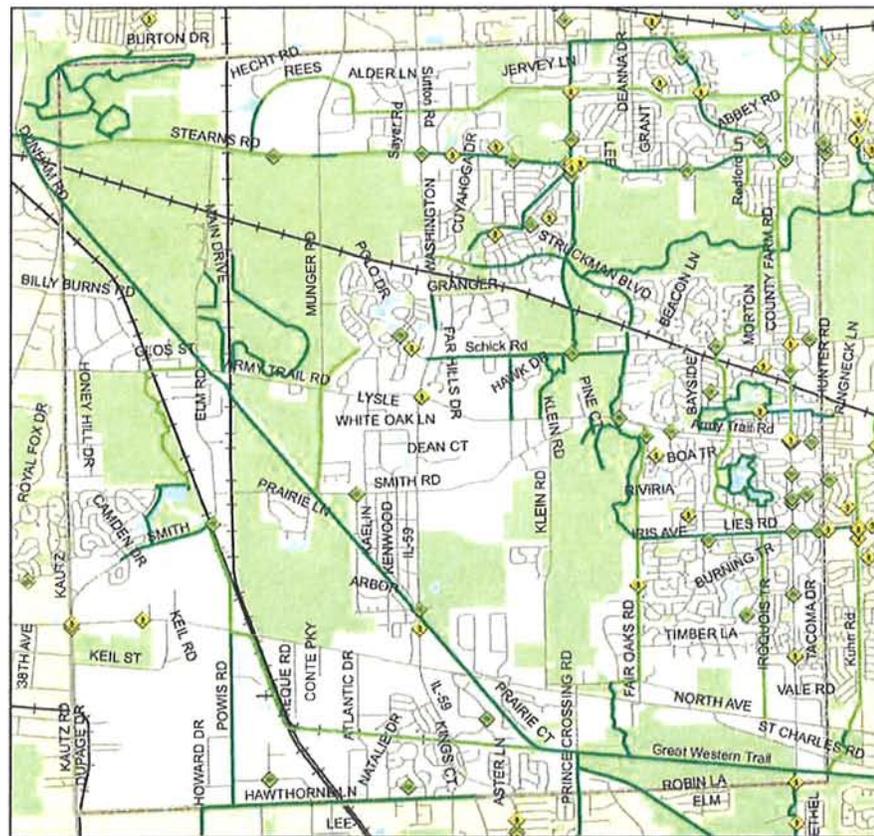
The crash map (right) is just one of a series of maps and information generated to inform recommendations made in this plan.

## Wayne Township Bicycle and Pedestrian Crashes

Produced by Active Transportation Alliance: 3/24/2015  
 Data Sources: Active Transportation Alliance, NAVTEQ, CMAP, IDOT, Forest Preserve District of DuPage County



- |                         |                                      |
|-------------------------|--------------------------------------|
| <b>Pedestrian Crash</b> | <b>Transportation Infrastructure</b> |
| Pedestrian Crash        | Roads                                |
| <b>Bicycle Crash</b>    | Railroads                            |
| Bicycle Crash           | <b>Land Use</b>                      |
| <b>Trails</b>           | Open Space                           |
| Existing                | Water                                |
| Proposed                | <b>Township Boundary</b>             |
|                         | Neighboring Township                 |
|                         | Wayne Township                       |



# Appendix A: Existing Conditions

The Existing Conditions Report is a PDF attachment that summarizes the analysis and outreach conducted while developing the Bicycle Plan.

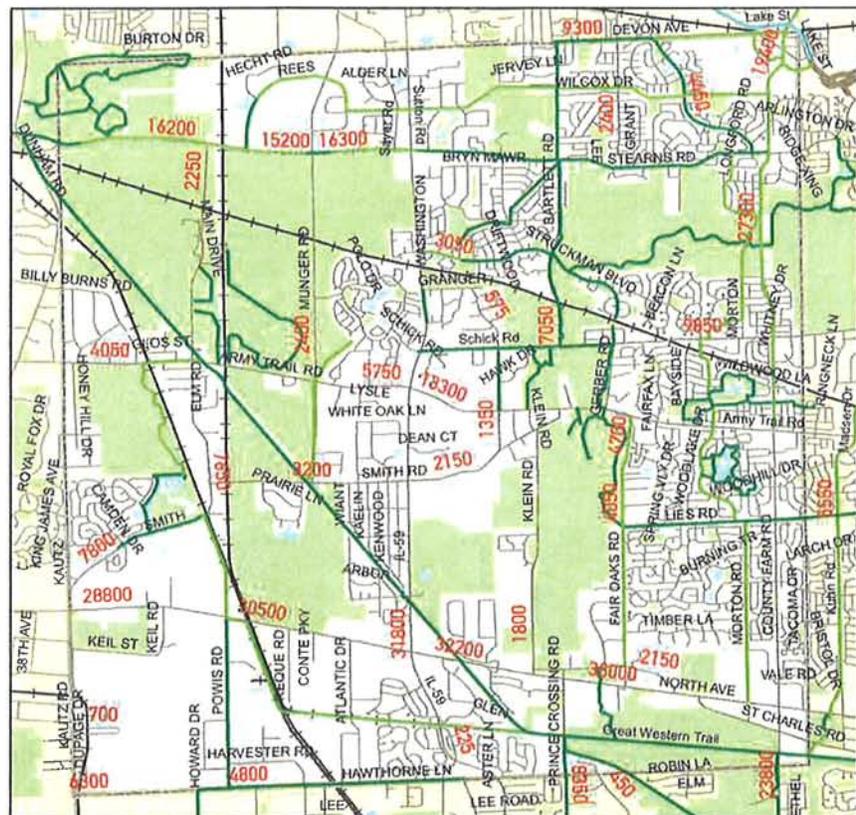
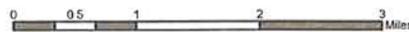
Average daily traffic on major roads in Wayne Township.

## Wayne Township AADT

Produced by Active Transportation Alliance: 3/24/2015  
 Data Sources: Active Transportation Alliance, NAVTEQ, CMAP, IDOT, Forest Preserve District of DuPage County



- |                                      |                          |
|--------------------------------------|--------------------------|
| <b>Trails</b>                        | <b>Land Use</b>          |
| Existing                             | Open Space               |
| Proposed                             | Water                    |
| <b>Transportation Infrastructure</b> | <b>Township Boundary</b> |
| Highway                              | Neighboring Township     |
| Arterial/Collector Street            | Wayne Township           |
| Local Street                         |                          |
| Railroads                            |                          |





# Appendix A: Existing Conditions

The Existing Conditions Report is a PDF attachment that summarizes the analysis and outreach conducted while developing the Bicycle Plan.

Municipal and Township boundaries.

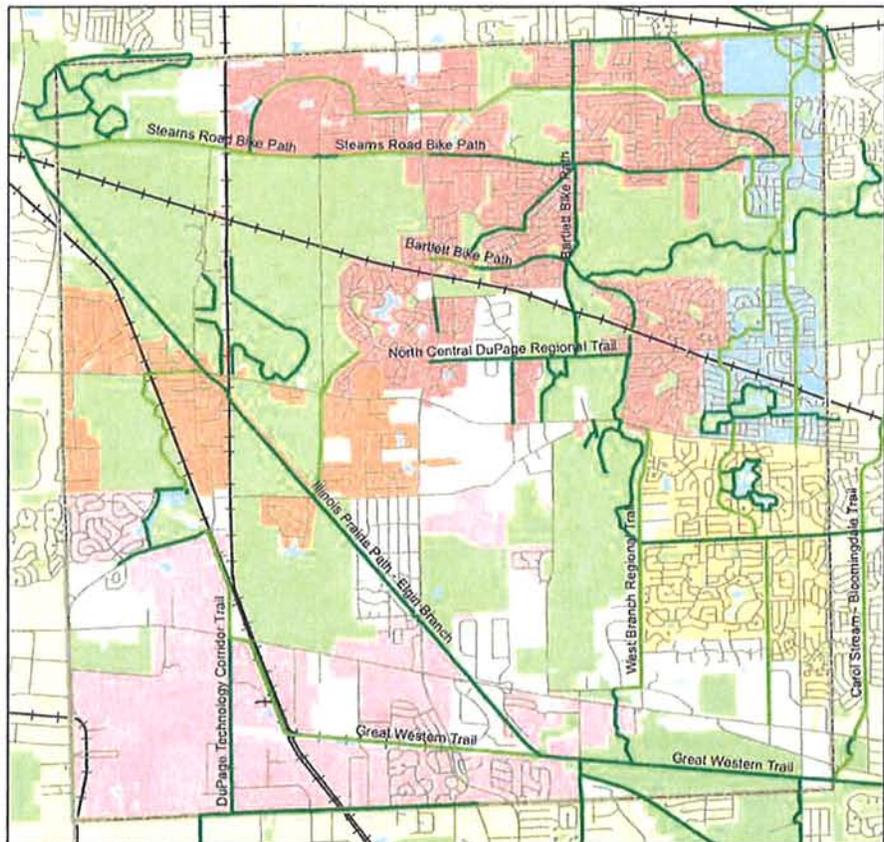
## Wayne Township Municipalities

Produced by Active Transportation Alliance: 3/24/2015  
 Data Sources: Active Transportation Alliance, NAVTEQ, CMAP, IDOT, Forest Preserve District of DuPage County



- Trails**
- Existing
- - - Proposed
- Transportation Infrastructure**
- Roads
- Railroads
- Land Use**
- Open Space
- Water

- Township Boundary**
- Neighboring Township
- Wayne Township
- Municipality**
- Bartlett
- Carol Stream
- Hanover Park
- Wayne
- West Chicago



# Appendix B: Community Engagement Report

The Community Engagement Report is a PDF attachment that summarizes the analysis and outreach conducted while developing the Bicycle Plan.

WAYNE TOWNSHIP BICYCLE PLAN

## PUBLIC ENGAGEMENT REPORT



Wayne Township partnered with Active Transportation Alliance to develop its first bicycle plan - a vision for creating safe, connected, and accessible bikeways within the Township's boundary.

The primary focus of this plan is on developing recommended bicycle facilities and amenities to increase the number of bicycle trips within the community and to inspire residents to consider bikes as a mode of transportation. The following summarizes the public engagement activities that inform this plan.

### Public Engagement: Stakeholder Steering Committee

*Planning with the public in mind.*

#### 1. What we did.

Creating and sustaining a plan to better a place involves gathering input and active involvement from those who already live in or have an interest in the area. In order to plan for improved biking conditions, we begin our planning process with the public. Public outreach for *Wayne Township's Bicycle Plan* included the following phases:

*Form a Steering Committee:* Identified key stakeholders representing public, private and community interests to form a strong steering committee that guided the plan. Identified local media outlets and harder to reach audiences in order to conduct a widespread effort in reaching the entire public.

The Steering Committee consisted of the following agencies and communities members:

- Wayne Township
- DuPage County
- Forest Preserve District of DuPage County
- Village of Wayne
- City of West Chicago
- Village of Bartlett
- Village of Carol Stream
- Residents of the Township

*Gather local knowledge:* Steering Committee members participated in the planning process by playing an active role in providing local knowledge on current bicycle issues and how conditions can be improved for the future. Members wrote and shared their vision for walking and biking in the Township; identified ways to create bicycle network connections; prioritized policy and programming; and identified key destinations in the community.

*Inform the public:* Steering committee members publicized the Township’s effort to create a Bicycle Plan through online social media, local media outlets, municipality and community center websites, and by distributing hard copy fliers around important places. Residents and interested parties were encouraged to give feedback by participating in an online survey or attending the Open House Event.

## **2. What we have gathered.**

With assistance from Wayne Township’s Steering Committee, Active Trans. gathered background information on the community. This information allowed the Active Trans. team to identify key audiences and cater our public outreach to fit the needs of diverse populations including youth, seniors, and various cultural and racial backgrounds.

## **3. How public outreach impacts the plan.**

Wayne Township’s Steering Committee Report (attached) is a summary of the Goals and Priorities Worksheet completed by every member of the committee in order to create a strong and locally relevant vision. Together, the vision statements form the community’s “Vision for Livability” and a “Vision for Wayne Township.” In addition, goals that drive the plan (i.e. Health and Safety, People Connections) are created based on input gathered from the committee. Key destinations in the community as well as areas for opportunities to improve walking and biking infrastructure, are identified by the steering committee and will form the basis of the plan. *Please refer to the Steering Committee Report for further reading on the vision statement, goals, and priorities identified.*

One strategy for effective public engagement was to reach out to leaders in the community and organizations that represent diverse populations in order built awareness on efforts to develop an active Bicycle Plan. Building on an ongoing commitment to raise awareness and interest in the plan will keep the momentum going and eventually lead to a plan that has public support.

## **Public Engagement: Community Open House Event**

*Connecting people to places.*

### **1. What we did.**

On Wednesday, July 16, 2014, residents gathered at the Wayne Township Senior Center to share their expertise on biking and propose solutions for improvements.

Township Highway Commissioner Martin McManamon opened the meeting, and then Active Transportation Alliance introduced the benefits and challenges to designing bicycle friendly communities. Directly following the presentation, the public was educated on the principles of Complete Streets and the components that create a successful bicycle network. The audience remained engaged throughout the presentation by responding to “what’s wrong with this picture” slides on incomplete streets and audience participation tools that showed ratings on bike-ability, programs, and policies.

Participants then broke into groups for a mapping exercise and identified challenging routes in the community. They also voted on preferred education, encouragement, enforcement, and policy priorities for the Township.

## 2. What we have gathered.

Wayne Township's Community Meeting provided our team of planning experts with information necessary to assess the biking needs of the community. The following data and information collected from the event included: Maps, Polling Results, Wish Lists and the Education, Encouragement and Enforcement (3Es) Poster Boards which formed the preliminary network as well as recommendations for policy and programming for Wayne Township.

## 3. How the *Open House Event* impacts the plan.

### Bicycle Network:

#### *Maps:*

A tally of desired or challenging bicycle routes from the public are incorporated into a single preliminary network map.

#### *Polling Questions:*

The audience was asked questions after each educational piece of the bike network. Polling results (also gathered from Wayne Township Online Survey) on how the community rated the level of bike-ability and accessibility determines what type of network is lacking and needs improvement. A set of questions also ask to prioritize bicycle amenities and facilities which allows our team to assess immediate needs in the Township.

The following facilities and amenities were considered the highest priority for improving the conditions for cyclists in Wayne Township.

- Infrastructure Improvements: Install bike paths parallel to major roads and on-street routes on residential streets.

### Policy and Programming:

#### *Education, Encouragement and Enforcement Poster Boards:*

Young and elderly alike enjoy this visually appealing board displaying a wide array of options in education, encouragement, and enforcement programs. The public has the option of choosing which program they are interested in bringing to their own community by placing a sticker on images. Their selections are then reflected in the "Education, Encouragement, and Enforcement" section of the plan.

The 3Es Poster Board demonstrates that the community's interests are focused on community education campaigns, social events on walking and biking as well as enforcement. The following Es were prioritized by participants:

- Education: Publish a map of local trails and routes.
- Encouragement: Organize group rides for families to showcase community assets.
- Enforcement: Hold enforcement events reminding drivers and cyclists how they can pass each other safely and follow rules of the road and develop a Caught Being Good Campaign where police officers can issue reward tickets to children who practice safe walking and biking behavior.
- Policy: Develop a Complete Streets Policy accommodates all users in all roadway designs.

## Community Engagement: Additional Outreach and Focus Group

*Engaging diverse populations adds depth to the plan.*

### 1. What we did.

The Bicycle Plan is created to serve all users of the road and provide alternate options for transportation to all residents of the community. In an effort to gather public input, additional outreach is conducted to add depth to the plan. We engaged youth, seniors, and a range of agencies that live or work in the city.

Additional input on walking, biking, and transit was collected from the following sources:

- Wayne Township's Online Survey
- Stakeholder interviews with Forest Preserve District of DuPage County and DuPage County Transportation Department staff.

To allow for additional feedback opportunities Active Transportation Alliance produced an online survey and distributed the link through various media avenues, including the Active Trans blog, Facebook pages, and local media outlets. More than 40 residents responded to the online survey.

*(PE-8) Wayne Township Online Survey Results and Written Comments*

### 2. What we have gathered.

*Wayne Township Online Survey Results:*

More than 40 online surveys were compiled. Highlights of the survey are listed below.

**Bicycle Issues:** Nearly 49% of respondents consider Wayne Township to be moderately bike-able. Almost 40% of respondents want to install bike paths parallel to major streets and roads, and 32% want to see safer crossings and intersections designed for bicycle travel. More than half of respondents identified enforcement of safe cyclist and motorist behavior as a high priority.

Respondents were also asked to write where they usually bike to, what streets they use, and what intersections they consider to be hazardous for cyclists. This information helps us further identify key destinations and streets that require attention. Some of the key destinations identified by respondents include:

1. Trails (28%)
2. Illinois Prairie Path (13%)
3. Local Parks (10%)
4. West Branch Forest Preserve (10%)
5. Local Shopping Areas (10%)
6. Great Western Trail (8%)
7. Fox River (5%)
8. Sunny Acres Farm (5%)

Respondents identified streets that are most in need of bicycle facilities. These include:

1. Klein (48%)
2. Smith (25%)
3. St. Charles (20%)
4. Army Trail (18%)
5. Fair Oaks (15%)
6. North (8%)
7. Prince Crossing (5%)
8. Powis (%)
9. Route 59 and Shick (5%)
10. Stearns and Route 59 (3%)
11. County Farm (3%)
12. Morton (3%)
13. Munger (3%)
14. Stearns (3%)

Attached to this document:

- PE-1) Steering Committee Report*
- PE-2) Open House Flyer*
- PE-3) Wayne Township Public Meeting Results Map*
- PE-4) Open House Event Sign-in Sheet*
- PE-5) Community Meeting Brainstorm*
- PE-6) Community Meeting Policies Activity*
- PE-7) Community Meeting Programs Activity*
- PE-8) Community Meeting Programs Activity*
- PE-9) Community Meeting Polling Results Activity*
- PE-10) Wayne Township Online Survey Results*
- PE-11) Wayne Township Online Survey Map Results*

## WAYNE TOWNSHIP BICYCLE PLAN

# STEERING COMMITTEE GOALS SUMMARY



### Introduction

This summary document presents the basis for the creation of a bicycle plan for Wayne Township. It summarizes the initial visioning meeting held on May 22, 2014, by the Bicycle Plan Steering Committee that was convened to guide the city in the creation of the plan. Creating a vision and outlining goals helps to make sure that the plans recommendations are tailored towards creating more livable places, as expressed by the community. Defining the plans vision and goals will also help the City when updating the plan, which should be done periodically as new development occurs. The City can revisit the vision and goals to help guide future active transportation planning processes.

The vision was completed with the guidance of the Wayne Township Bicycle Plan Steering Committee:

#### STEERING COMMITTEE MEMBERS:

Katie Bowman, Village Planner, Village of Hanover Park

Shannon Burns, Board Member, Forest Preserve District of DuPage County

Dan Dinges, Director of Public Works, Village of Bartlett

Martin McManamon, Highway Commissioner, Wayne Township Road District

Kurt Meissner, City Councilor, City of West Chicago

Laurie Nowak, Board Member, DuPage County Board

Wanda Skrzypczak, Bartlett Resident

Kristy Stone, GIS Specialist, Village of Bartlett

Ann Tigges, Trustee, Village of Wayne

Mary Ellen Weller, Manager of Landscape Architecture, Forest Preserve District of DuPage County

Terry Witt, Director of Advocacy, Spin Doctor Cyclewerks

Additional input was provided by the following stakeholders:

Robert Guicco, Carol Stream resident

Andrea Hoyt, Director of Planning, Forest Preserve District of DuPage County

Jim Knudsen, Engineering Services Director, Village of Carol Stream

Jessica Ortega, Landscape Architect Supervisor, Forest Preserve District of DuPage County

Ed Reidy, Superintendent of Parks and Planning, Bartlett Park District

Aaron Reinke, Trustee, Village of Bartlett

Daniel Thomas, DuPage County Department of Transportation

## Vision

Wayne Township prides itself on a high quality of life, grounded in safe neighborhoods, excellent schools, independently owned businesses, quiet residential streets, and service-oriented government led by community involvement.

This plan will help guide the Township and the municipalities it encompasses across that “last mile” to 21st Century livability standards—place-based economic development, active lifestyle options and sensible environmental stewardship. Indeed, closing one gap helps to cross the other.

The DRAFT vision for Wayne Township:

*Wayne Township will endeavor to make cycling commonplace, by developing an interconnected web of bikeways and bicycle facilities that provide residents a variety of options for accessing their favorite destinations, whether it be home, work, school, the regional trail system, or local businesses. Through changes to the built environment, bicycle-focused events, and involving community agencies and businesses, Wayne Township will strive to develop a visible and identifiable bike culture.*

This vision be the impetus for change that leads to more bicycling, characterized by fun events like, Bike and Dine, Shop by Bike, and Bike away from Work. Bicycling activities can bring neighborhoods and families together for fun and health. Achieving the vision for Wayne Township will require a concerted effort to educate community members on walking and biking safety. It will also require infrastructure improvements like bikeways, intersections, and even bike parking, to allow the community to access any location on bike and to connect people to places.

## Vision Statements

The draft vision statement is based on the comments of the steering committee, as follows:

- Include and increase bike parking at all destinations in the Township.
- Increase trail connectivity through off-street facilities.
- Create designated on-street bike lanes where off-street trails are either not feasible or warranted.
- Connect children to schools and parks and people to work and train stations.
- Make biking to work an option.
- Increase connectivity and decrease dead-ends.
- Develop an integrated signage system for shared use paths and trails and on roads.
- Work with local businesses to purchase and maintain bicycle infrastructure.
- Get buy-in staff and elected officials from multiple jurisdictions.

## Bicycle Plan Goal Priorities

The Wayne Township Bicycle Plan provides practical recommendations to support livability within its communities. These recommendations will help focus the area’s transportation investments on the places that matter to the community. The plan also communicates the Township’s priorities to regional and state transportation entities like the Illinois Department of Transportation (IDOT), Metra, Pace, and the DuPage County Division of Transportation.

The following goals guided the development of this plan.

Goal: • Health and Safety: Build a bicycle network that is accessible and safe for all ages and abilities to encourage a healthy and active lifestyle.

Goal: • Green Connections: Provide a comprehensive network that connects residents to parks, open space and regional trails.

Goal: • Bicycle Infrastructure: Provide a comprehensive bicycle network. Emphasize the creation of dedicated routes and amenities to foster bicycling as a form of transportation and recreation.

Goal: • Economic Development: Encourage residents to shop at local businesses by improving bicycle accessibility at important places in the community.

Goal: • People Connections: Support biking in the community through education and encouragement programs for residents.

Goal: • Institutional Connections: Adopt policies that encourage agency collaboration between the County, Forest Preserve District, municipalities, schools, parks, and the private sector to make it safer and easier for residents to enjoy the bicycle network.

### **Bike Network Priorities**

The Goal Statements above were derived from a facilitated discussion between the consultant team and the steering committee. The steering committee indicated the highest ranking for the following priorities:

#### *Bike Network*

- 1. Connectivity between existing off-street network of trails and sidepaths**
2. Parks and Open Spaces
3. Public Transportation
4. Jobs

#### *Facilities and Amenities*

- 1. Increase connectivity (on- and off-street) between existing bikeways**
2. Install bicycle parking throughout the Township
3. Develop designated on-street bicycle facilities where feasible

### **Policy Priorities**

- 1. Multi-jurisdictional policy and construction coordination**
2. School Travel Plans
3. Complete Streets Policy

### **Programming Priorities**

- 1. Encouragement: Celebrate Bike to Work Week**
2. Education: Share the Road campaign
3. Education: Bicycle education in schools
4. Encouragement: Become a “Bike Friendly Community”
5. Encouragement: Develop a community bike map
6. Encouragement: Hold a community mileage competition

### **Key Destinations**

- 1. Local trails**



## HELP IMPROVE SAFETY AND AWARENESS FOR BIKING IN WAYNE TOWNSHIP

Bicycle Plan Community Meeting  
Wednesday, July 16, 7pm  
Wayne Township Senior Center  
27W031 North Ave, West Chicago

Hey Wayne Township! Come share your thoughts on how to improve biking conditions in the community. We want to know what will help you access destinations, feel safer while biking, and build awareness for routes. Your input will help Wayne Township build a strategy for improving biking in the community.

### CAN'T MAKE IT TO THE MEETING?

Take our online survey:

<https://www.surveymonkey.com/s/waynetownshipbikeplan>

or contact

Nancy Wagner at [nancy@activetrans.org](mailto:nancy@activetrans.org) or  
312.427.3325x383

Event hosted by:



With support from:

ACTIVE TRANSPORTATION  
ALLIANCE



Scan to take a  
survey about  
biking in  
Wayne  
Township

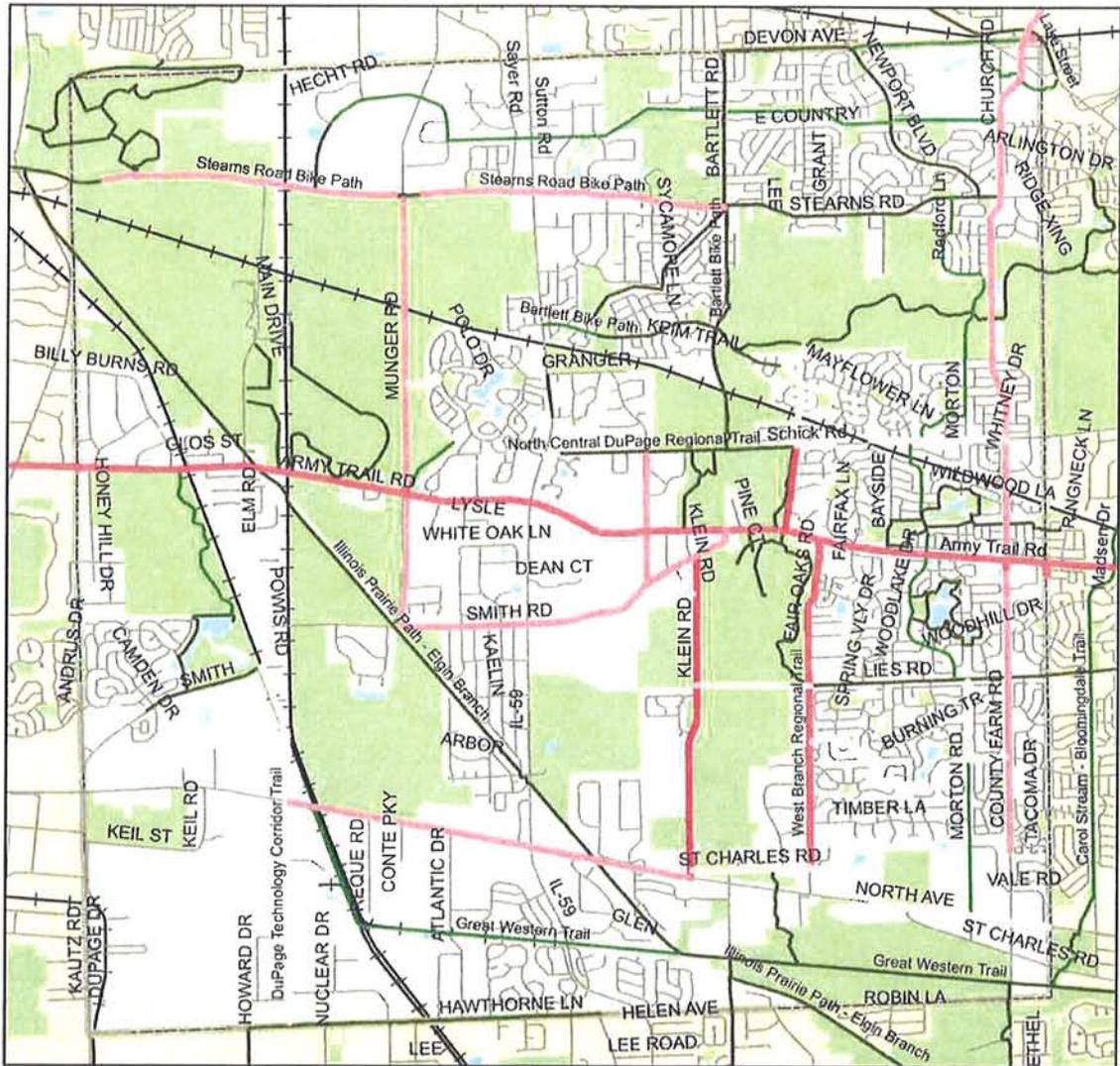


# Wayne Township Online Survey Results Roadways in Need of Bicycle Facilities

Produced by Active Transportation Alliance: 3/24/2015  
 Data Sources: Active Transportation Alliance, NAVTEQ,  
 CMAP, IDOT, Forest Preserve District of DuPage County



<b>Challenging or Desired Routes</b>	<b>Transportation Infrastructure</b>
1 - 2	--- Roads
3 - 5	—+— Railroads
6 - 8	<b>Land Use</b>
9 - 11	Open Space
<b>Trails</b>	Water
Existing	<b>Township Boundary</b>
Proposed	Neighboring Township
	Wayne Township



# Sign-in Sheet

Name - e-mail		
Brian Kenny	Bartlett	<a href="mailto:brianjkenny3@gmail.com">brianjkenny3@gmail.com</a>
Jerry Negde	Bartlett	<a href="mailto:Jnegde@usscc.com">Jnegde@usscc.com</a>
Shannon Burns	West Chicago	
April Murphy	West Chicago	
Terry Witt	Bartlett	
Linda Adduci	West Chicago	<a href="mailto:linda@asc-i.com">linda@asc-i.com</a>
Karen Stornello	Bartlett	<a href="mailto:karenstornello@hotmail.com">karenstornello@hotmail.com</a>
Marie Harris	Bartlett	<a href="mailto:mhandrh@ad.com">mhandrh@ad.com</a>
Bob Harris	Bartlett	
Mary Ellen Weller	Forest Preserve District DuPage County	<a href="mailto:mweller@dupageforest.org">mweller@dupageforest.org</a>
Sam Cesario	Bartlett	<a href="mailto:rallyeman@sbcglobal.net">rallyeman@sbcglobal.net</a>
Scott Wallenberg	West Chicago	<a href="mailto:scott@wallenberg.us">scott@wallenberg.us</a>
Deb Wallenberg	West Chicago	
Roscoe Rush	Bartlett	<a href="mailto:roscoe@roscoerush.com">roscoe@roscoerush.com</a>
Capt Joe Alfini	Bartlett	<a href="mailto:captainjo100@gmail.com">captainjo100@gmail.com</a>
Jim Kussy	West Chicago	<a href="mailto:bernieandjimk@aol.com">bernieandjimk@aol.com</a>
Bernie Kussy	West Chicago	
Brandi Ramundo	West Chicago	<a href="mailto:abramundo@comcast.net">abramundo@comcast.net</a>
Lynn Desmidt	Bartlett	
Tim Bessette	Bartlett	<a href="mailto:drtim@bessettechiropractic.com">drtim@bessettechiropractic.com</a>
Mark Jatczak	Carol Stream	
Aanna Pechos	Bartlett	<a href="mailto:tpechous@sbcglobal.net">tpechous@sbcglobal.net</a>
Josephine Caravello	Carol Stream	<a href="mailto:jcaravello@aol.com">jcaravello@aol.com</a>
Bill Taylor	Bartlett	<a href="mailto:billytsi98@sbcglobal.net">billytsi98@sbcglobal.net</a>
Martin McManamon	Wayne Township Highway Department	
Laurie Nowak	DuPage County Board	

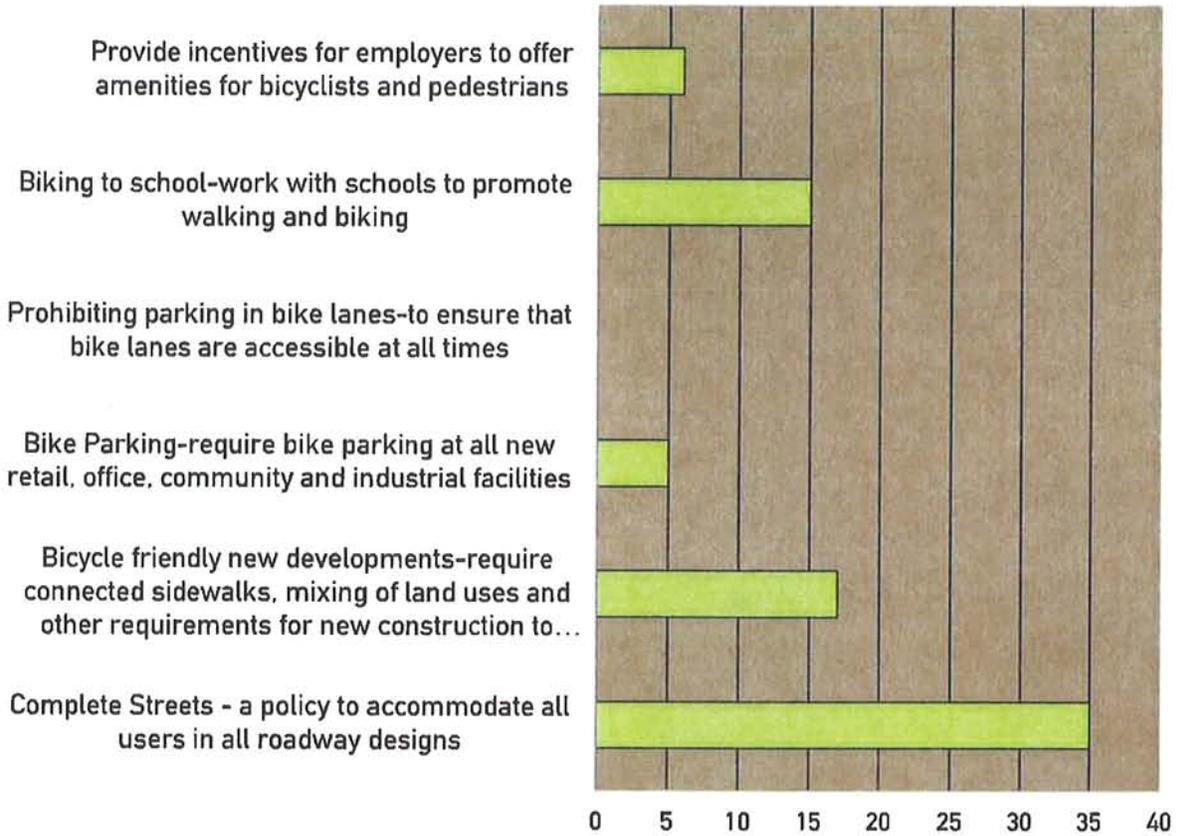
# Community Meeting Voting Exercise: Brainstorm

Directions: Each person received two pieces of paper. On each piece, they wrote one idea for walking and biking in Wayne Township. After adding their own ideas, they looked at what other people wrote and used stickers to “like” other ideas.

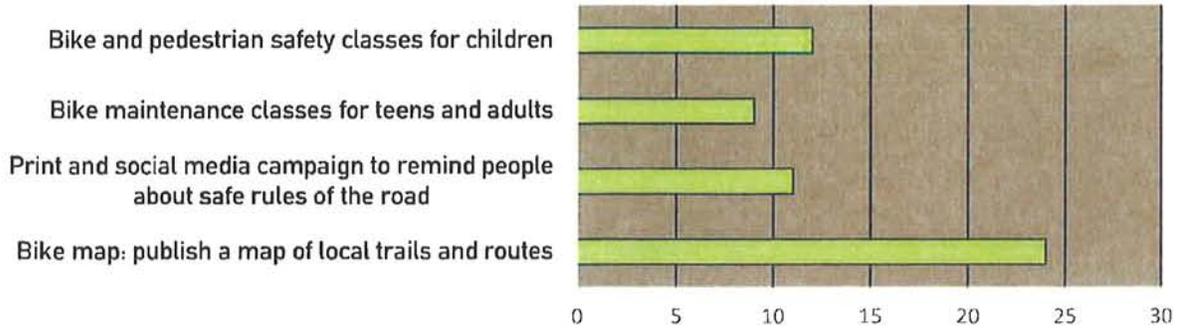
## Response Summary

Idea
Connect Kline to Lies across Fen.
Education - stressing right ways and common consideration for cars, bikes, and peds
Asphalt path in West Branch Forest Preserve parallel to Klein using current construction path.
Asphalt path: Kline and Smith
Connect Pratt Wayne to Northwest
Path along DuPage River on east side of river by Old Wayne GC.
Path along Army Trail west to Fox River Trail.
Connect Lies to Kline, small bridge over river.
Bike bridge over Route 59, Army Trail where there are natural connection points, where it is aesthetically pleasing.
Put bike paths on major roads - Smith, Kline, Army Trail.
Bike to School Day Event each year in May. 63 participated, 4 from Wheaton.
Helmets on Heads (awards bike helmets).

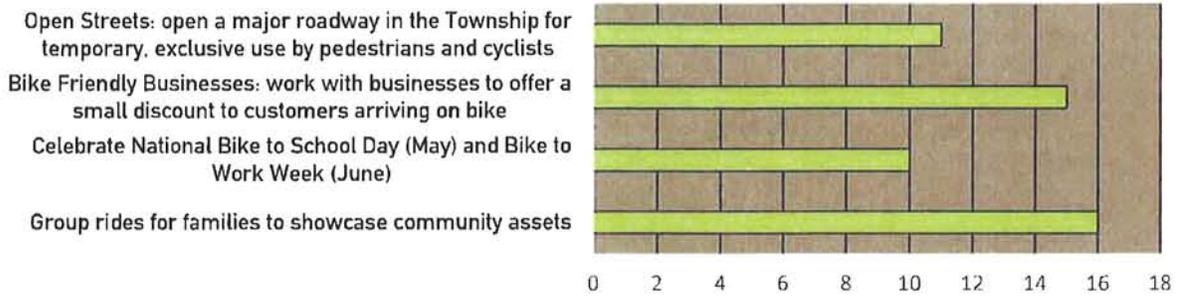
## Votes



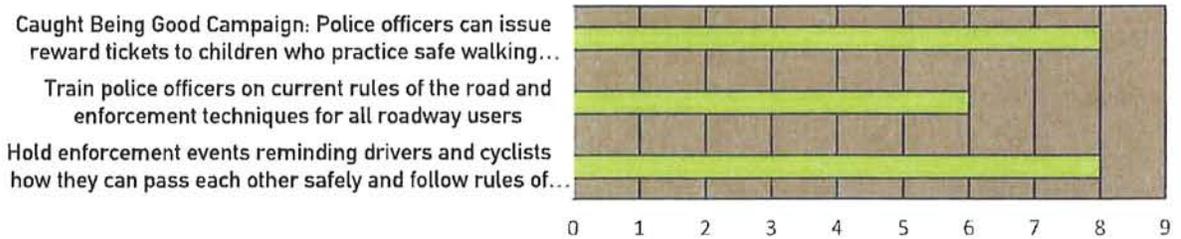
### Education Initiative Votes



### Encouragement Initiative Votes



### Enforcement Initiative Votes



Turning Graphical Results by Question

Session Name: WayneTownship 7-16-2014 8-28 PM

Created: 7/17/2014 10:10 AM

**1.) What is your favorite baseball team? (multiple choice)**

	Responses	
Cubs	9	34.62%
White Sox	9	34.62%
Other	8	30.77%
<b>Totals</b>	<b>26</b>	<b>100%</b>

**2.) When you were a child how did you usually get to school? (multiple choice)**

	Responses	
Walk or bike	19	76%
Driven in a car	2	8%
School bus	4	16%
Public transportation	0	0%
Other	0	0%
<b>Totals</b>	<b>25</b>	<b>100%</b>

**3.) How do you think the children in Wayne Township get to school today? (multiple choice)**

	Responses	
Walk or bike	0	0%
Driven in a car	4	16%
School bus	21	84%
Other	0	0%
<b>Totals</b>	<b>25</b>	<b>100%</b>

**4.) How often do you ride a bicycle? (multiple choice)**

	Responses	
Daily	2	7.14%
Weekly	9	32.14%
Monthly	5	17.86%
A few times per year	6	21.43%
Never	6	21.43%
<b>Totals</b>	<b>28</b>	<b>100%</b>

**5.) Rate the bikeability of Wayne Township: (multiple choice)**

	Responses	
Very bikeable	3	10.71%
Moderately bikeable	20	71.43%
Not bikeable	1	3.57%
Not very bikeable	4	14.29%
<b>Totals</b>	<b>28</b>	<b>100%</b>

**6.) What are your top 2 priorities for improving the biking conditions in Wayne Township? (priority ranking)**

	<b>Responses</b>	
Upgrade existing paths and trails	4	7.55%
Build new paths and trails in parks	12	22.64%
Install bike paths or routes parallel to major roads	13	24.53%
Install bike paths or routes through neighborhoods	10	18.87%
Create safer street crossings at intersections	6	11.32%
Install destination signage	6	11.32%
Increase bike racks at public places	2	3.77%
<b>Totals</b>	<b>53</b>	<b>100%</b>

**7.) What programs would you most like to see in Wayne Township? (multiple choice)**

	<b>Responses</b>	
Education programs	6	21.43%
Encouragement	9	32.14%
Enforcement of safe roadway behaviors for drivers	6	21.43%
Enforcement of safe travel behaviors for cyclists	7	25%
<b>Totals</b>	<b>28</b>	<b>100%</b>

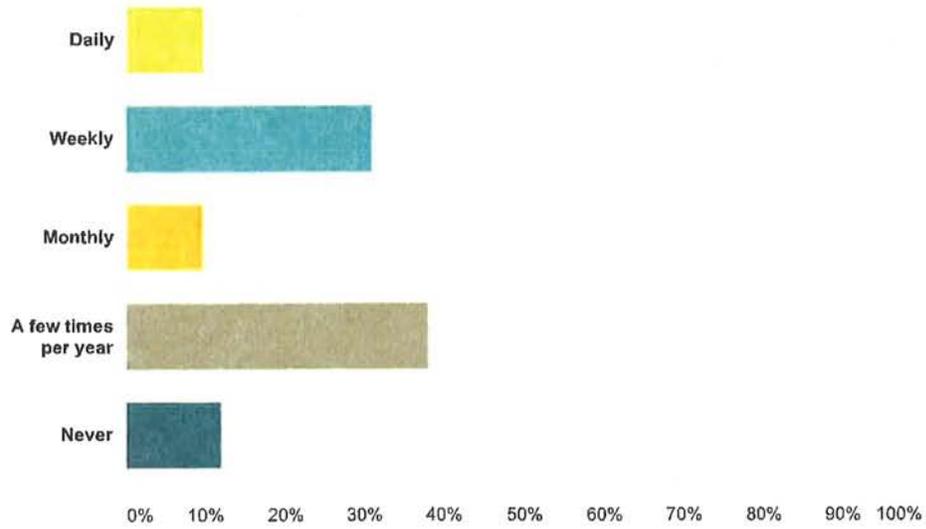
**8.) What policies would help to make your biking experience better in Wayne Township? (multiple choice)**

	<b>Responses</b>	
Policies that ensure all users have access to...	14	51.85%
Policies that enhance active transportation...	9	33.33%
Policies that ensure new buildings and subdivisions...	4	14.81%
<b>Totals</b>	<b>27</b>	<b>100%</b>

# Wayne Township Bike Plan

## Q1 How often do you ride a bicycle?

Answered: 42 Skipped: 0



### Answer Choices

- Daily
- Weekly
- Monthly
- A few times per year
- Never

### Responses

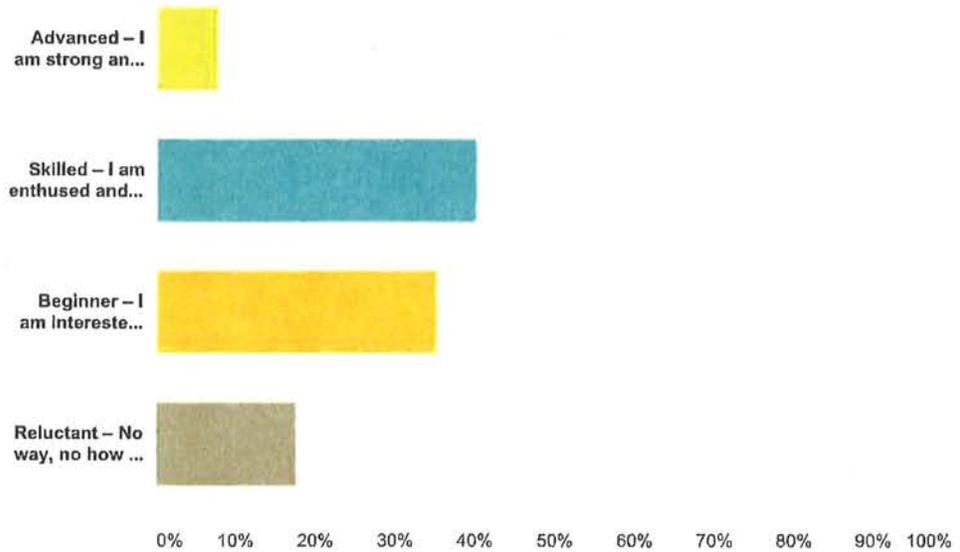
- 9.52%
- 30.95%
- 9.52%
- 38.10%
- 11.90%

### Total

## Wayne Township Bike Plan

### Q2 What best describes your cycling ability?

Answered: 40 Skipped: 2



#### Answer Choices

Advanced – I am strong and fearless. I ride on all roads and in almost all weather conditions.

Skilled – I am enthused and confident. I will ride when there is some traffic on the road.

Beginner – I am interested but concerned. I ride sometimes but I generally only use local roads or trails.

Reluctant – No way, no how am I riding on the street. I only ride on trails and usually get there by putting my bike in the car.

#### Total

#### Respo

7.50%

40.00%

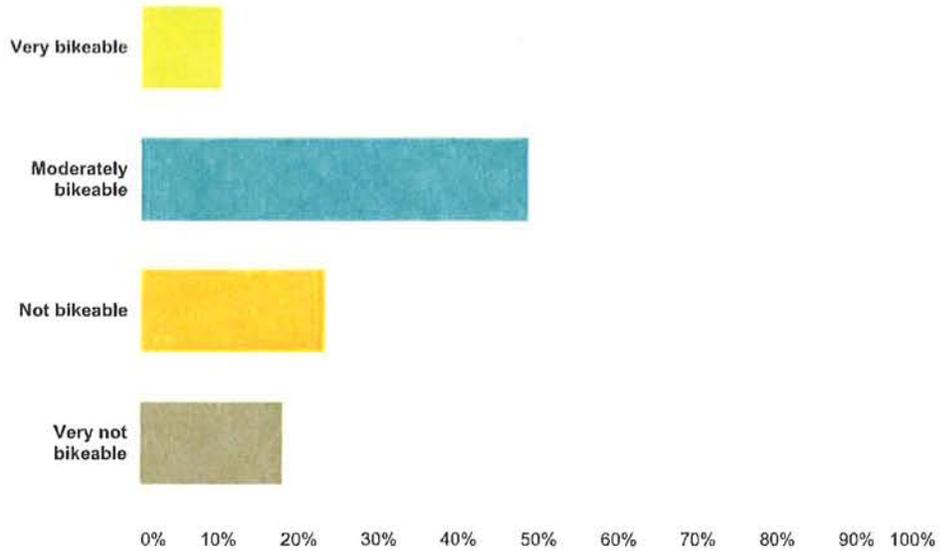
35.00%

17.50%

## Wayne Township Bike Plan

**Q3 The level of bikeability is defined by how safe, convenient, and accessible places are to walk to in your community. Rate the bikeability of Wayne Township.**

Answered: 59 Skipped: 3



Answer Choices	Responses
Very bikeable	10.26%
Moderately bikeable	48.72%
Not bikeable	23.08%
Very not bikeable	17.95%
<b>Total</b>	

## Wayne Township Bike Plan

### Q4 What barriers keep you from biking more often?

1	Time, good trails to ride as a family.
2	Weather, traffic
3	Traffic on the road.
4	Work, weather
5	I am not comfortable riding on main roads - drivers are distracted by so much these days and they don't need to worry about watching out for me - I wish that all bicyclists would ride on sidewalks or side roads only and avoid the main roads with speed limits above 30 mph. It would be much safer for drivers and bikers...
6	I live off of Fair Oaks. It is very dangerous to try to get to any trail to ride as the road is narrow has a lot of hills that cause blind spots and the cars are moving rather fast. The only way to get to any trails safely is to load up the bikes and drive someplace.
7	I live off of Fair Oaks Rd. and would love to ride my bike over to the bike path that goes through the Forest Preserve across from the end of our street. That would mean riding on Fair Oaks Rd. between Riviera Ct. and Judith Ln. where there is a metal barrier where the road goes over a creek. It is too scary to ride along there with any traffic. It's too narrow and no other way to get to the path.
8	Safety Concerns - When I was a kid there was less traffic and people weren't as distracted when driving. I see how people drive when I am driving and I think whoa I'm not certain whether biking is safe on the road with or against traffic it seems too often drivers are veering all over the place. Biking on nearby trails is the best but when trying to get from point A to point B they aren't direct and I would never bike alone since the trails can be remote and unpopulated and that is a concern.
9	RT 59, no safe way to cross, they built a new bike path along Schick Road yet it stops 1 block East of RT 59. Traffic too heavy, needs elevated bridge - not merely just crosswalk. Several of our neighbors agree. Please do not wait until a bicyclist or pedestrian is hurt trying to cross RT59.
10	Busy intersections without pedestrian push buttons (like trying to cross Route 59 or Route 64). Certain streets/roads (such as Fair Oaks Rd. in Carol Stream and Klein Rd.) have rural character and adjacent to public land, but traffic speeds down these roads and I feel it is not safe for cyclist, especially children.
11	Getting to and from the trails can be very dangerous via streets. Pot-holes, no street apron/berm and traffic. Of concern to me are impatient drivers that pass bikers on uphill grade by going into the other lane without being able to see over the crest of the hill.... There is going to be a car-car head-on accident. It is only a matter of time.
12	Klein Rd is not conducive to safe biking which makes it difficult to reach the bike paths. Too busy, obstructed vehicle views and speed. Have to drive to the paths which is counter intuitive to biking.
13	There isn't a bike Lane on key streets like Klein Rd, Smith Rd and Prince Crossing. Would be nice to have a dedicated bike Lane.
14	I don't want my child riding on Klein Rd and when the family wants to ride together we must pack the bikes and drive somewhere safe.
15	I'm of the opinion bikes belong on trails or in dedicated lanes on the roadway. Sharing roads with cars is unsafe and never should be allowable except when in extremely rural areas.
16	There is no path on Kline Road!!!
17	Lack of connecting bike paths
18	Politicians
19	There are great paths in the area, but there a sections not connected which makes it seem too dangerous to travel far. A trail is really needed down Munger road, along with a pedestrian bridge across route 59.
20	Bike lanes needed on major roads
21	I live in Meadowwood subdivision off of Klein Road. Klein road is very difficult to ride a bike or walk on. There are hills which make passing bikers in a car very dangerous, and biking on the hills is extremely difficult at my age (56). I love to ride, but cannot get out of my small neighborhood to connect to any trails.
22	Direct access to path - no sideways or path
23	I live off Klein Road, very hilly and curvy, very dangerous to run or bike on.
24	Busy schedule.

25	Needing to clean up after a ride to go to a meeting or to work. Time - its faster to take a car when I have multiple stops to make and a time line to keep.
26	Route 59 is difficult and dangerous to cross at Schick Road. My children want to bike to the pool, and they find it very scary to cross right there. Kids need to be able to get out and be active. We need safer crossings of the main roads.
27	Distance from home
28	Incomplete paths that just dead end. Lack of knowledge of routes, have to put bike in car to get to paths. Laziness!
29	Most roads don't have a paved shoulder to ride on.
30	I live off of Klein Road where the speed limit is 40-30 but no one obeys the speed limit and it would be wonderful if there was a bike lane or even a shoulder to bike on Klein Rd. St Charles Rd and Smith Road.
31	Long access to the Prairie Path; bored with same route.

Wayne Township Bike Plan

**Q5 Which destinations (school, work, parks, shopping, bike trails, etc.) in Wayne Township do you usually visit while riding your bike? Please be specific.**

Answered: 26 Skipped: 16

<b>Answer Choices</b>	<b>Responses</b>
Destination 1	100.00%
Destination 2	53.85%
Destination 3	38.46%
Destination 4	11.54%
Destination 5	7.69%

Wayne Township Bike Plan

**Q6 Which streets in Wayne Township are most in need of additional accommodation such as an on-street bike lane or an off-street multi-use path to improve the conditions for bicycling on that street?**

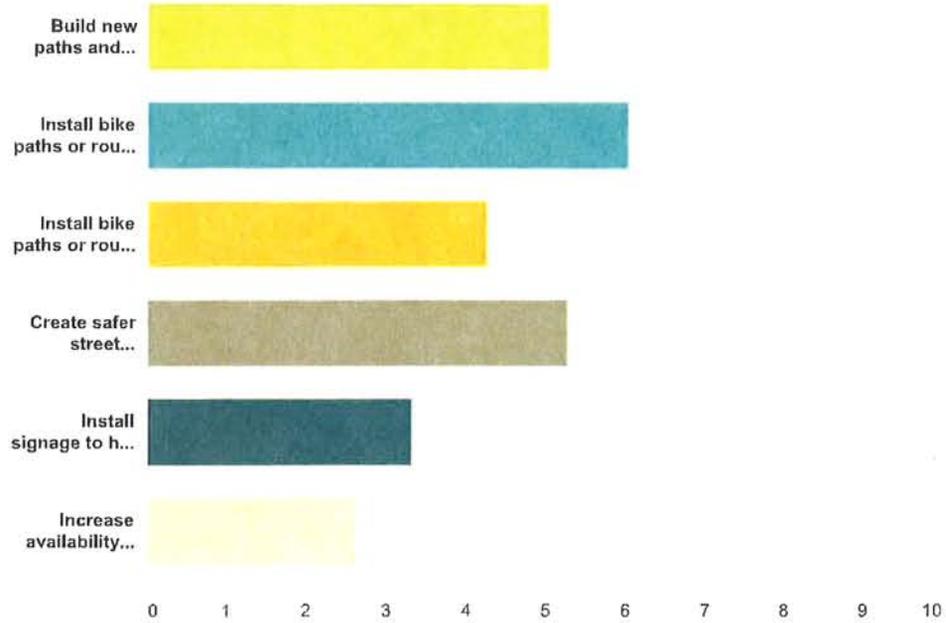
Answered: 30 Skipped: 12

Answer Choices	Responses
Street in need of bicycle accommodations	100.00%
Street in need of bicycle accommodations	76.67%
Street in need of bicycle accommodations	46.67%

## Wayne Township Bike Plan

### Q7 Please rank your top priorities for improving the biking conditions in Wayne Township.

Answered: 24 Skipped: 0

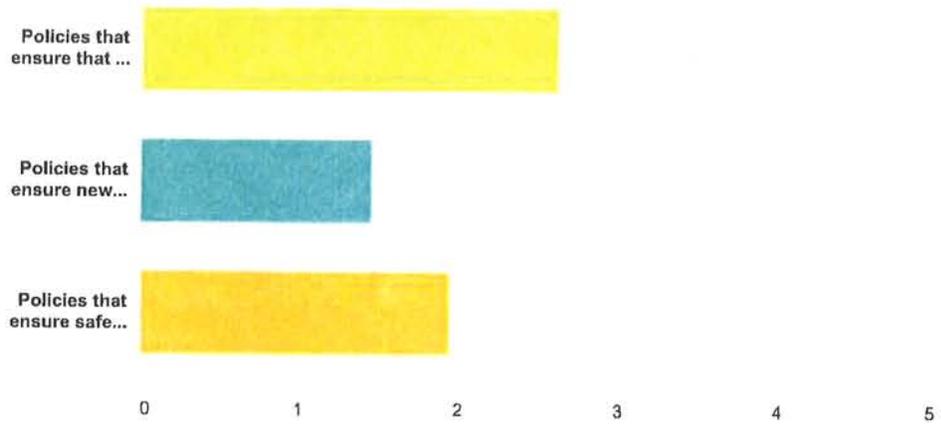


	Highest Priority	(no label)	(no label)	(no label)	(no label)	(no label)	Lowest Priority	Total	A / F
Build new paths and trails in parks and public property	13.33% 4	26.67% 8	26.67% 8	20.00% 6	10.00% 3	3.33% 1	0.00% 0	30	
Install bike paths or routes parallel to major streets	38.71% 12	51.61% 16	3.23% 1	0.00% 0	0.00% 0	0.00% 0	6.45% 2	31	
Install bike paths or routes through neighborhoods	14.29% 4	7.14% 2	25.00% 7	17.86% 5	17.86% 5	14.29% 4	3.57% 1	28	
Create safer street crossings at intersections	32.14% 9	14.29% 4	28.57% 8	14.29% 4	0.00% 0	7.14% 2	3.57% 1	28	
Install signage to help me find destinations	3.57% 1	3.57% 1	10.71% 3	17.86% 5	35.71% 10	25.00% 7	3.57% 1	28	
Increase availability of bike racks at businesses and public places	0.00% 0	0.00% 0	9.38% 3	21.88% 7	15.63% 5	31.25% 10	21.88% 7	32	

## Wayne Township Bike Plan

**Q8 Which of these policies would you like the Wayne Township to pursue to make your biking better? Please rank the policies from 1 to 3, with 1 being most preferred and 3 being least preferred.**

Answered: 33 Skipped: 9

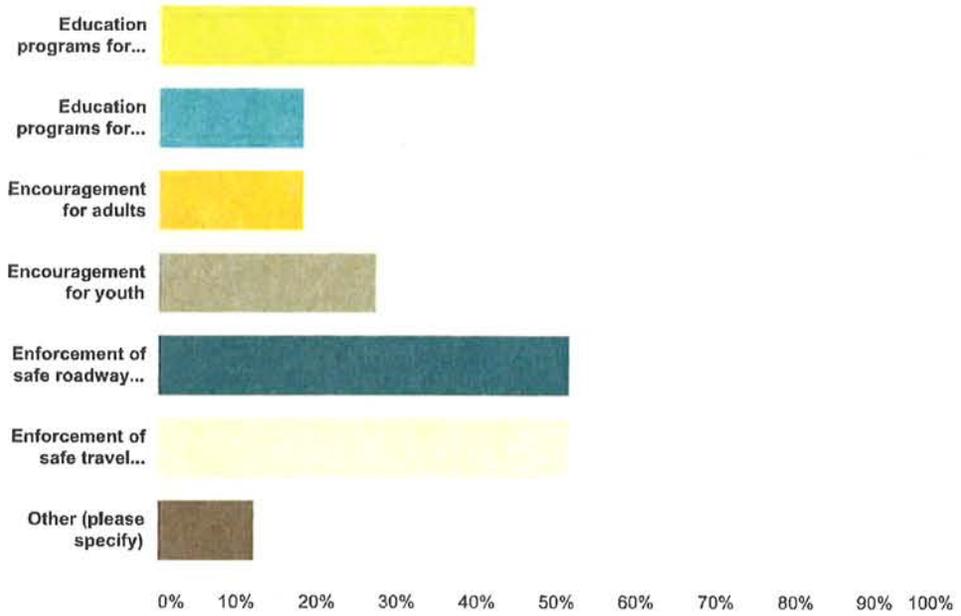


	1	2	3	Total	Avera Ranki
Policies that ensure that all new roads and roads that are being redone accommodate people on bikes	69.70%	21.21%	9.09%	33	
	23	7	3		
Policies that ensure new buildings and subdivisions accommodate cyclists	3.03%	39.39%	57.58%	33	
	1	13	19		
Policies that ensure safe travel to local schools	27.27%	39.39%	33.33%	33	
	9	13	11		

Wayne Township Bike Plan

**Q9 Programming can educate, encourage, and enforce safe biking behavior. What programs would you most like to see in Wayne Township?**

Answered: 33 Skipped: 9



Answer Choices	Responses
Education programs for youth	39.39%
Education programs for adults	18.18%
Encouragement for adults	18.18%
Encouragement for youth	27.27%
Enforcement of safe roadway behaviors for drivers	51.52%
Enforcement of safe travel behaviors for cyclists and pedestrians	51.52%
Other (please specify)	12.12%
<b>Total Respondents: 33</b>	

## Wayne Township Bike Plan

### Q10 Any Other Comments?

1	Muddy areas on existing trails need to be rerocked and leveled.
2	I would like to see a hike path along Fair Oaks Road, but I would also like to see signage that states that all bikers, runners, walkers, everything that is NOT a car would have to use the path or be fined. If we are going to spend the money on a path then ALL must use it especially bikers even though they might not be able to go as fast as they would like to because of people walking on the path and they would need to slow down. As a matter of safety we need to figure out a way to keep bikes off of the main roads where there is a lot of traffic. I know all the avid bikers will say they have every right to use the roads which I do not agree because most do not follow the rules of the road for stop signs or passing people. The bottom line is on the busy roads there is a greater chance of getting injured.
3	We have lived at our present address for almost 30 years. I have always been concerned for the safety of our children since there have never been paths or sidewalks in our area. It would be great to have more ways to get around our area via bicycles. I think more people would use their bikes if it was made safer.
4	Question #8 is broken and can only be ranked 1-2-3 top down when my ranking would be 3-2-1.
5	Please install elevated ped bridge across RT59 @ Schick
6	Getting to and from the trails can be very dangerous via streets. Pot-holes, no street apron/berm and traffic. Of concern to me are impatient drivers that pass bikers on uphill grade by going into the other lane without being able to see over the crest of the hill.... There is going to be a car-car head-on accident. It is only a matter of time.
7	Please consider a path on Klein Rd or the adjacent preserve to safely accommodate bikes and connect with existing trails/paths
8	When Klein Rd was repaved the passing zones were eliminated. This creates a hazard for bicyclists as drivers grow impatient and ultimately pass on blind hills and curves.
9	I have seen protest signs on fair oaks road that are against a trail being made there and asking that it be taken to Klein road, I fully support this cause because Klein road is a death trap to ride a bike on with as many hills and blind spots there are on Klein. It needs an alternative for bikers.
10	Impose a "road use" tax on every bicycle in accord with the weight of the rider
11	Several communities along Klein Rd. lie "locked in" without access to safe walking or biking. Walkers and Bikers along Klein Rd. Currently endanger themselves and drivers when they ride together, walk or jog on the wrong side of the street going against traffic. Without even so much as a gravel shoulder, the situation is untenable, and has been for the past 20 years. It's high time we had money committed to this group of high tax paying residents. Thank you for your efforts in this regard. Meadowwood and it's residents strongly support a bike path along Klein Road.
12	Klein Road is extremely dangerous with many bikes and pedestrians. A path is really needed before someone gets injured.
13	Enforce helmet use for children. So few are wearing helmets, even when riding on busy streets.

## Wayne Township Bike Plan

**Q11 Please tell us about yourself, and leave your contact info if you'd like to be updated on the progress of the Wayne Township Bike Plan.**

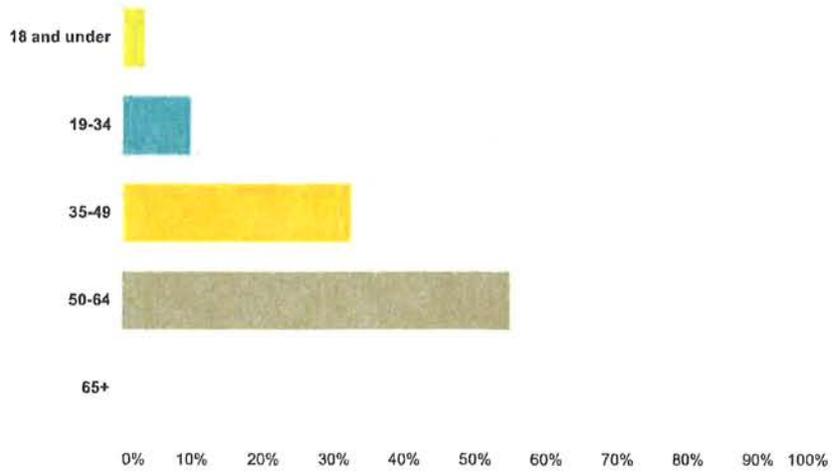
Answered: 21 Skipped: 21

Answer Choices	Responses
Name:	85.71%
Company:	0.00%
Address:	0.00%
Address 2:	0.00%
City/Town:	95.24%
State:	0.00%
ZIP Code (required):	100.00%
Country:	0.00%
Email Address:	76.19%
Phone Number:	38.10%

# Wayne Township Bike Plan

## Q12 What is your age?

Answers: 31 Skipped: 11



Answer Choices	Responses	
18 and under	3.23%	1
19-34	9.68%	3
35-49	32.26%	10
50-64	54.84%	17
65+	0.00%	0
<b>Total</b>		<b>31</b>



# Appendix C: Design Guidance

## BIKEWAY AND PEDESTRIAN FACILITIES DESIGN

Guide for the Planning, Design, and Operation of Pedestrian Facilities  
American Association of State Highway and Transportation Officials (AASHTO), 2004  
[HTTP://WWW.TRANSPORTATION.ORG](http://www.transportation.org)

Designing Sidewalks and Trails for Access  
U.S. DOT Federal Highway Administration  
[HTTP://WWW.FHWA.DOT.GOV/ENVIRONMENT/SIDEWALKS/INDEX.HTM](http://www.fhwa.dot.gov/environment/sidewalks/index.htm)

Guide for the Development of Bicycle Facilities, 4th Edition  
American Association of State Highway and Transportation Officials (AASHTO), 2012  
[HTTP://WWW.TRANSPORTATION.ORG](http://www.transportation.org)

Urban Bikeway Design Guide  
National Association of City Transportation Officials  
[HTTP://NACTO.ORG/CITIES-FOR-CYCLING/DESIGN-GUIDE/](http://nacto.org/cities-for-cycling/design-guide/)

Complete Streets Complete Networks: A Manual for the Design of Active Transportation  
Active Transportation Alliance, 2012  
[WWW.ATPOLICY.ORG/DESIGN](http://www.atpolicy.org/design)

## BIKE PARKING

Bicycle Parking Design Guidelines  
Association of Pedestrian and Bicycling Professionals  
[HTTP://WWW.APBP.ORG/?PAGE=PUBLICATIONS](http://www.apbp.org/?page=publications)

Bike Parking for Your Business  
Active Transportation Alliance, 2003  
[HTTP://WWW.CHICAGOBIKES.ORG/PDF/BIKE\\_PARKING\\_BUSINESS.PDF](http://www.chicagobikes.org/pdf/bike_parking_business.pdf)

## OTHER RESOURCES

Active Transportation Alliance  
[HTTP://WWW.ACTIVETRANS.ORG](http://www.activetrans.org)

National Complete Streets Coalition  
[HTTP://WWW.COMPLETESTREETS.ORG](http://www.completestreets.org)

Manual on Uniform Traffic Control Devices  
Federal Highway Administration, 2009  
[HTTP://MUTCD.FHWA.DOT.GOV/](http://mutcd.fhwa.dot.gov/)

Bicycle and Pedestrian Accommodations  
Bureau of Design & Environment Manual  
Illinois Department of Transportation, 2011 Edition  
[HTTP://WWW.DOT.STATE.IL.US/DESENV/BDE%20MANUAL/BDE/PDF/CHAPTER%2017%20BICYCLE%20AND%20PEDESTRIAN.PDF](http://www.dot.state.il.us/desenv/BDE%20MANUAL/BDE/PDF/CHAPTER%2017%20BICYCLE%20AND%20PEDESTRIAN.PDF)

Safety Benefits of Raised Medians and Pedestrian Refuge Areas  
Federal Highway Administration  
[HTTP://SAFETY.FHWA.DOT.GOV/PED\\_BIKE/TOOLS\\_SOLVE/MEDIANS\\_BROCHURE/](http://safety.fhwa.dot.gov/ped_bike/tools_solve/medians_brochure/)

Safety Benefits of Walkways, Sidewalks, and Paved Shoulders  
Federal Highway Administration  
[HTTP://SAFETY.FHWA.DOT.GOV/PED\\_BIKE/TOOLS\\_SOLVE/WALKWAYS\\_BROCHURE/](http://safety.fhwa.dot.gov/ped_bike/tools_solve/walkways_brochure/)

Parking Strategies to Support Livable Communities  
Chicago Metropolitan Agency for Planning  
[HTTP://WWW.CMAP.ILLINOIS.GOV/DOCUMENTS/20583/C224C06F-2735-4400-8281-D3C263CE5BA6](http://www.cmap.illinois.gov/documents/20583/C224C06F-2735-4400-8281-D3C263CE5BA6)

# Appendix D: Funding Sources

There are numerous funding sources available to support the implementation of this plan. Most prefer funding projects contained in an active transportation plan.

## TRANSPORTATION ALTERNATIVES

Transportation Alternatives is a federal grant program jointly administered by the state departments of transportation and metropolitan planning organizations in large metropolitan areas. The program funds a variety of bicycle and pedestrian improvement strategies including trail enhancements, pedestrian network improvements and bike facilities.

## CONGESTION MITIGATION AND QUALITY PROGRAM (CMAQ)

The CMAQ program funds transportation projects that improve air quality. These include bicycle ways, pedestrian network improvements and transit facilities. Locally, the program is administered by the Chicago Metropolitan Agency for Planning which emphasizes projects of regional significance. CMAQ funds generally cannot be used for preliminary planning, design and engineering.

## SURFACE TRANSPORTATION PROGRAM

These federal funds are distributed locally by the various councils of mayors. STP supports improvements to local roads that benefit the federal highway network. Among other uses, STP funds can be used for traffic calming, pedestrian facilities and bike routes. Each council of mayors has its own procedures for evaluation of project proposals. STP generally is one of the most flexible funding sources.

## HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

The Illinois Department of Transportation provides grants to improve facilities with documented crash problems. These projects can be focused on auto crash locations, or those involving pedestrians or cyclists. HSIP generally provides 90% of the project funds with a 10% local match. Funding is usually available for all phases of the project.

## GRADE CROSSING PROTECTION FUND

This fund, administered by the Illinois Commerce Commission, assists local governments in paying for improvements at highway-railroad crossings. Eligible uses include pedestrian gates, pedestrian signals and grade separations.

## OTHER FEDERAL FUNDS

Federal agencies sometimes make grants available for energy efficiency, sustainability or obesity-prevention projects that could include active transportation initiatives. An up-to-date listing of all federal grants is available at [www.grants.gov](http://www.grants.gov). The Legislative Research Unit of the Illinois General Assembly also publishes lists of state and federal grants.

## COUNTY AND LOCAL FUNDING

Many federal and state funding sources require local match funds. Coalitions can be built between jurisdictions to prioritize the implementation of shared objectives. Many counties and local governments have access to motor fuel tax and other transportation revenue sources. They may also have economic development programs that can fund projects. School and park districts can also be sources of funds.

# Appendix E: Policy Resources

This appendix provides resources to implement the policy recommendations in this plan.

## COMPLETE STREETS POLICY RESOURCES

The materials referenced below can assist with formulating policy, structuring implementation developing performance criteria.

### ACTIVE TRANSPORTATION ALLIANCE

Active Transportation Alliance has created a policy resource micro-site, [WWW.ATPOLICY.ORG](http://WWW.ATPOLICY.ORG), with free access to Complete Streets Complete Networks: A Manual for the Design of Active Transportation, Complete Streets policy briefs, and implementation materials.

### COMPLETE STREETS: BEST POLICY AND IMPLEMENTATION PRACTICES

McCann, Barbara, and Suzanne Rynne, Chicago: American Planning Association, 2010. This publication of the American Planning Association's Planning Advisory Service includes case studies, model policies, and development strategies revolving around Complete Streets.

### NATIONAL COMPLETE STREETS COALITION.

NCSC has a very informative website. accessible at [WWW.COMPLETESTREETS.ORG](http://WWW.COMPLETESTREETS.ORG) Among others, the following NCSC documents can be considered a good "jumping off" point for those unfamiliar with Complete Streets policy and design.

"Complete Streets Policy Elements." National Complete Streets Coalition. [HTTP://WWW.COMPLETESTREETS.ORG/CHANGING-POLICY/POLICY-ELEMENTS/](http://WWW.COMPLETESTREETS.ORG/CHANGING-POLICY/POLICY-ELEMENTS/). Provides a framework by which Complete Streets

policy can be designed and a basic outline of the elements of robust Complete Streets policies.

"Federal Policy Resources." National Complete Streets Coalition. [HTTP://WWW.COMPLETESTREETS.ORG/FEDERAL-POLICY/FEDERAL-POLICY-RESOURCES/](http://WWW.COMPLETESTREETS.ORG/FEDERAL-POLICY/FEDERAL-POLICY-RESOURCES/). Knowing the trends in national policy concerning Complete Streets can help reinforce local policy initiatives. The NCSC website details past federal activity concerning Complete Streets, features legislative language, and has tips for getting the attention of lawmakers at the federal level.

## MODEL BICYCLE PARKING ORDINANCE

### "MODEL BIKE PARKING ORDINANCE (WITH ANNOTATIONS)"

This annotated model policy for bike parking was developed through the Public Health Law and Policy (name changed to ChangeLab Solutions) [HTTP://ACTIVETRANSPORTATIONPOLICY.ORG/NODE/121](http://ACTIVETRANSPORTATIONPOLICY.ORG/NODE/121)

# Appendix F: Programming Resources

## EDUCATION RESOURCES

There are many organizations who offer free and low-cost resources to educate people about the benefits of active transportation. These include:

### ACTIVE TRANSPORTATION ALLIANCE

[WWW.ACTIVETRANS.ORG/EDUCATION](http://WWW.ACTIVETRANS.ORG/EDUCATION)

Offers free curricula, professional development for educators and other resources. Active Transportation Alliance also offers educational materials on Complete Streets at [www.activetrans.org/completestreets](http://www.activetrans.org/completestreets).

### NATIONAL SAFE ROUTES TO SCHOOL PARTNERSHIP

[WWW.SAFEROUTESPARTNERSHIP.ORG](http://WWW.SAFEROUTESPARTNERSHIP.ORG)

They offer an annotated bibliography of traffic safety curricula and other educational resources.

### NATIONAL COMPLETE STREETS COALITION

[WWW.COMPLETESTREETS.ORG](http://WWW.COMPLETESTREETS.ORG)

This initiative of Smart Growth America provides resources to help educate citizens, municipal staff and elected officials on the benefits of Complete Streets.

## ENCOURAGEMENT RESOURCES

Marketing and promotion efforts are essential to any successful bikeways plan. These organizations provide resources to help encourage more cycling:

### LEAGUE OF AMERICAN BICYCLISTS

[WWW.BIKELEAGUE.ORG](http://WWW.BIKELEAGUE.ORG)

They sponsor the Bicycle Friendly Community program and offer resources for encouragement campaigns. They also certify instructors to provide bike mechanic and traffic safety skills courses.

### ALLIANCE FOR BIKING AND WALKING

[WWW.PEOPLEPOWEREDMOVEMENT.ORG](http://WWW.PEOPLEPOWEREDMOVEMENT.ORG)

They offer trainings to help develop a movement for cycling in your community.

### ASSOCIATION OF PEDESTRIAN & BICYCLE OFFICIALS

[WWW.APBP.ORG](http://WWW.APBP.ORG)

They offer webinars and other resources for professionals who implement education and encouragement campaigns.

### DRIVE LESS LIVE MORE

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

This campaign to encourage multi-modal transportation has numerous resources to encourage use of biking, walking and transit.

## ENFORCEMENT RESOURCES

Active Transportation Alliance provides training for the law enforcement community including police, judges and prosecutors. The training focuses on best law enforcement practices to ensure traffic safety and an overview of current Illinois traffic safety laws. Active Transportation Alliance also provides free support services for victims of bicycle crashes.





# Agenda Item Executive Summary

Item Name Heritage Oaks Tree Preservation Damaged Tree Removal Committee or Board Board

## BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

## EXECUTIVE SUMMARY

A request to allow for the removal of dead tree branches on trees in the Heritage Oaks Tree Preservation Easement at 371 S. Hickory Avenue.

## ATTACHMENTS (PLEASE LIST)

Memo, letter of request, Resolution, Village Arborist email report, photos of tree and branches, location map.

## ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance
- Motion: Move to approve Resolution #2016-\_\_\_\_\_A Resolution Approving the Removal of Dangerous Tree Branches in the Heritage Oaks Tree Preservation Easement at 371 S. Hickory Avenue.

Staff: Jim Plonczynski, Com Dev Director

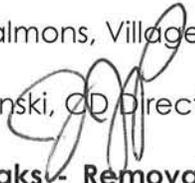
Date: 8/08/2016

**COMMUNITY DEVELOPMENT MEMORANDUM**

**16-151**

DATE: August 8, 2016

TO: Valerie L. Salmons, Village Administrator

FROM: Jim Plonczynski, CD Director 

RE: **Heritage Oaks - Removal of dangerous tree branches at 371 S. Hickory Ave.**

---

In 1978, the Village of Bartlett and Town and Country Builders entered into an Agreement in connection with the development of the Heritage Oaks Subdivision. As part of the Agreement the developers recorded a Tree Preservation and Drainage Easement in a covenant running with the land. The Tree Preservation and Drainage Easement was recorded in 1978 and 1979 and restricted the ability of future property owners to remove any dead trees or branches within the easement without the approval, by resolution, of the Village Board.

Mr. Olsta, the owner of 371 S. Hickory, has a dead tree with several large dead tree limbs within the Tree Preservation easement on his lot. He is requesting permission to remove these dangerous dead branches from the trees located within the fifty (50) foot Tree Preservation Easement. Sarah Perry, Village Arborist inspected the tree and dead branches on July 15, 2016 and determined that the dead branches represent an imminent hazard and should be removed as soon as possible (see attached email and pictures).

Mr. Olsta has submitted a letter of request to remove only the dead branches (see attached). Also, attached for your review is the Village Arborist's email inspection report, pictures of the tree and branches, a map showing the location of the subdivision lot and a resolution for the Village Board to vote upon.

August 2, 2016

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

Attn: Village Board

To Whom It May Concern:

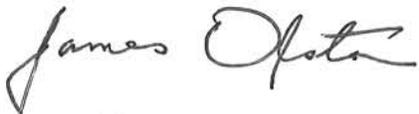
My name is James Olsta. I live with my wife Julia at 371 S. Hickory Ave., Bartlett, IL. Our lot is in the Heritage Oaks Tree Preservation Easement.

We have a tree on our property in the preservation easement that has two large dead branches. We had Sarah Perry, Village Arborist, to our home to inspect the tree and she gave us her assessment. Subsequently, we had Davey Tree Service inspect the tree and give us a quote to remove the two large limbs and also perform a "safety" cut of any other dead branches 3" or greater in diameter.

We request permission for this work which would be done in the late fall or winter.

Thank you for your consideration.

Sincerely,



James Olsta

RECEIVED  
COMMUNITY DEVELOPMENT  
AUG 02 2016  
VILLAGE OF  
BARTLETT

**RESOLUTION 2016-**

**A RESOLUTION APPROVING THE REMOVAL OF DANGEROUS TREE BRANCHES  
IN THE HERITAGE OAKS TREE PRESERVATION EASEMENT AT 371 S. HICKORY  
AVENUE**

**WHEREAS**, Jim Olsta (the "Owner") of the property at 371 S. Hickory Avenue has petitioned the Village of Bartlett to remove dead tree branches from trees within the Tree Preservation Easement on his lot, and

**WHEREAS**, the Village Arborist has inspected the tree and the dead branches on the property and found that the tree branches are dead and has recommended that dead tree branches be removed in the interest of public health, safety and welfare.

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

**SECTION ONE:** That in the interest of the public health, safety and welfare the dead branches on trees located in the Tree Preservation Easement on Lot 3 of the Heritage Oaks Subdivision, 371 S. Hickory Avenue may be removed by the owner or their contractor.

**SECTION TWO: SEVERABILITY.** The various provisions of this Resolution are to be considered as severable and if 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 THREE: REPEAL OF PRIOR RESOLUTIONS.** All prior Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED this 16<sup>th</sup> day of August, 2016**

**APPROVED this 16<sup>th</sup> day of August, 2016**

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**Kevin Wallace, Village President**

**ATTEST:**

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**Lorna Giles, Village Clerk**

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

I, Lorna Giles, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois and that the foregoing is a true, complete and exact copy of Resolution 2016-\_\_\_\_\_ enacted on August 16, 2016 and approved on August 16, 2016 as the same appears from the official records of the Village of Bartlett.

---

**Lorna Giles, Village Clerk**

## **Jim Plonczynski**

---

**From:** Sarah Perry  
**Sent:** Friday, July 15, 2016 11:41 AM  
**To:** Jim Plonczynski  
**Subject:** Request for removal in Heritage Oaks tree preservation area  
**Attachments:** 371 S Hickory 1.jpg; 371 S Hickory 2.jpg

Hi Jim,

This week I was contacted by the resident at 371 S Hickory. In the tree preservation easement behind his house, there is a large dead oak tree. I went out to inspect the tree today, and I believe the tree should be removed. The resident would also like to have some trimming of dead branches done to other trees, which I also approve. I have attached pictures of the dead tree, as well as an example of the dead branches they will be trimming. Let me know if you have any questions. Also, this is the resident's contact information:

Jim Olsta  
371 S Hickory  
(847) 612-2647

**Sarah Perry**  
*Village Forester*

The Village of Bartlett  
Public Works  
1150 Bittersweet Dr  
Bartlett, IL 60103  
Phone: (630) 837-0811  
Fax: (630) 837-9043





# LOCATION MAP

371 S. Hickory Ave.  
PIN: 06-34-413-056





## Agenda Item Executive Summary

Item Name Bartlett Lions Club Lions Day Dash Committee or Board Village Board

### BUDGET IMPACT

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

### EXECUTIVE SUMMARY

The Bartlett Lions Club Lions Day Dash request. This event will be held on September 11<sup>th</sup> at 8:00 am

### ATTACHMENTS (PLEASE LIST)

Memo  
Request  
Parade Route

### ACTION REQUESTED

For Discussion Only \_\_\_\_\_  
Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Motion   x  

Motion: Move to approve the parade permit requested by the Bartlett Lions Club for the Lions Day Dash on September 11, 2016 pending acceptance of insurance

Staff: Tyler Isham/Administrative Intern Date: 7/26/2016

# Memorandum

**To:** Paula Schumacher, Assistant Village Administrator  
**From:** Tyler Isham, Administrative Intern  
**Date:** 7/27/2016  
**Re:** Bartlett Lions Club Lions Day Dash

---

The Bartlett Lions Club is requesting to host their 12<sup>th</sup> annual 5K and 10K run/walk on Sunday, September 11<sup>th</sup>. The race starts at 8:00 a.m. The route for the race will remain the same as previous years and has been approved by the Bartlett Police Department. The Bartlett Lions Club will notify residents near the Town Center of the race as they have done in the past.

The appropriate certificate of insurance will be submitted by the Lions Club and reviewed by the Village Attorney. A copy of the race route is also attached for your review.

## MOTION

I move to approve the parade permit requested by the Bartlett Lions Club for the Lions Day Dash on September 11, 2016 pending acceptance of certificate of insurance.

# Bartlett Lions Club



P.O. Box 8049  
Bartlett, IL 60103  
Phone (630) 200-0217  
[www.bartlettlions.org](http://www.bartlettlions.org)

June 28, 2016

Ms. Paula Schumacher  
Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

Dear Ms. Schumacher:

Thank you again for your past generosity in sponsoring the Bartlett Lions Day Dash. Without your support past races would not have been so successful.

We again need your support to further assist those who so desperately need help. The **Lions Day Dash** is one of our biggest fundraisers. As a sponsor, you will benefit not only from a tremendous advertising opportunity, but also knowing that you are helping members of our community who are in need.

The **Bartlett Lions Club 12th Annual Lions Day Dash** will be held on **Sunday, September 11, 2016 at 8:00 a.m.** at the Bartlett Town Center. The Bartlett Lions Day Dash and Kids & Family Dash will draw over 300 participants and their families from Bartlett and the entire Chicagoland area. Please consider helping us make this another successful fun, family-oriented community activity and fundraising event for the Bartlett Lions Club!

The enclosed Sponsorship Form lists all of the advertising benefits available for each sponsorship level. Please complete the Sponsorship Form and return to us together with your sponsorship fees **ASAP** as the deadline for advertising materials is quickly approaching. **Your sponsorship at any level is very much appreciated!**

Again, thank you for your past sponsorship of the Bartlett Lions Day Dash, and we hope you will consider helping us again this year!

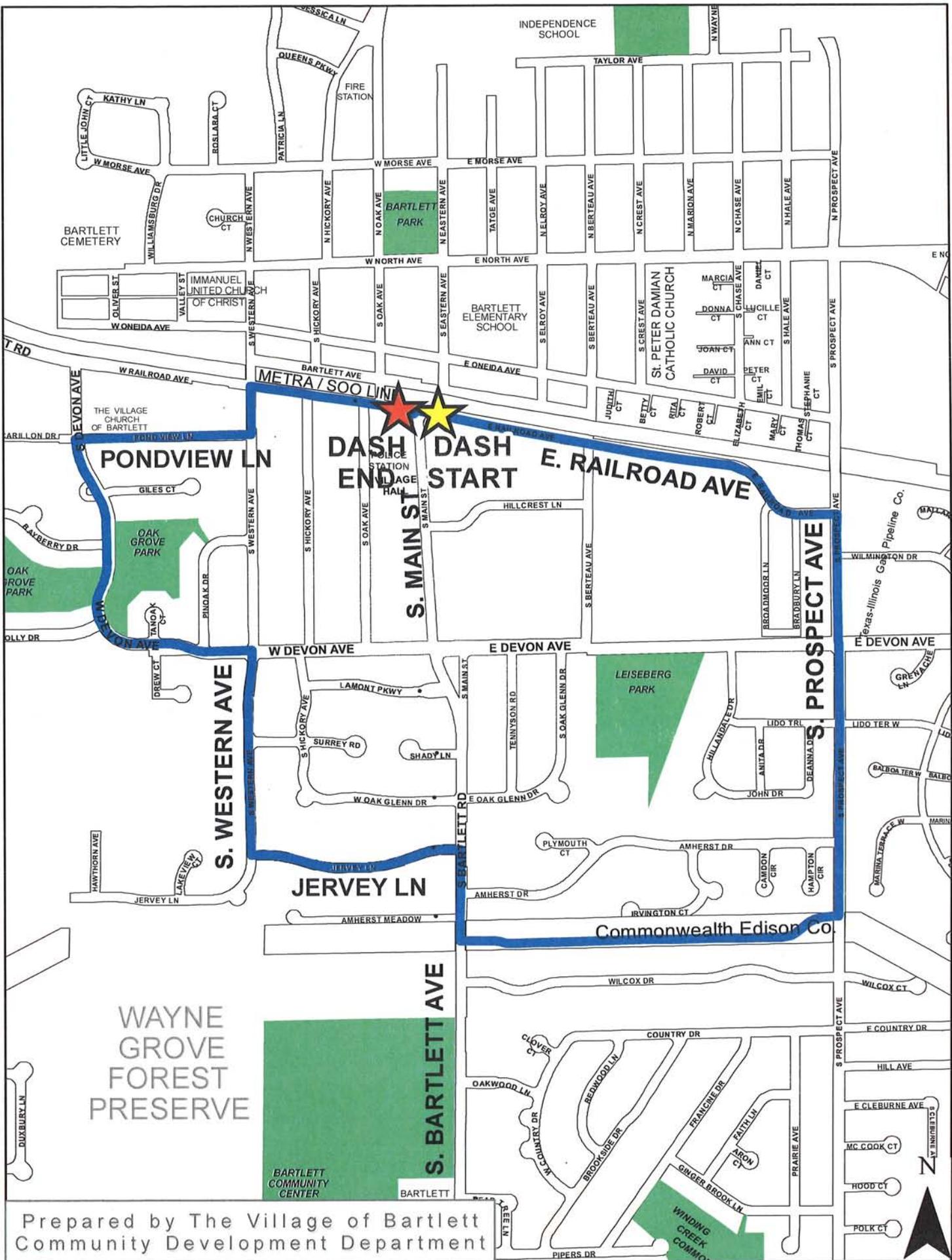
If you have any questions, please contact Lion Matthew Kelley at [mxkelley@kelleykelleykelley.com](mailto:mxkelley@kelleykelleykelley.com).

Sincerely,

A handwritten signature in black ink that reads "Matthew X. Kelley". The signature is written in a cursive style with a large, sweeping flourish at the end.

Lion Matthew Kelley  
Sponsorship Chair

Please go to [www.bartlettlions.org](http://www.bartlettlions.org) for more specific information on the Bartlett Lions Club and more details on the **Bartlett Lions Day Dash 2016!**



Prepared by The Village of Bartlett  
Community Development Department



**COMMUNITY DEVELOPMENT MEMORANDUM**

**16-171**

**DATE:** August 9, 2016  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jim Plonczynski, CD Director   
**RE:** Amplifier Permit Request – Banbury Fair Inc.

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Attached is the application requesting approval for an Amplifier Permit to allow a DJ as part of a Wedding at 211 W. Railroad Ave. on Saturday, August 27<sup>th</sup>, 2016 from 6:00 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 #: 201602137  
 Received: **RECEIVED**  
**COMMUNITY DEVELOPMENT**  
**AUG 09 2016**



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

**VILLAGE OF BARTLETT**

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

**APPLICANT MUST COMPLETE AND SIGN APPLICATION**

**PERMIT APPLICANT:**

Banbury Fair Inc 211 W. Railroad Ave. Bartlett 630-363-8606  
 NAME ADDRESS PHONE

**ADDRESS OF EVENT:** 211 W. Railroad Ave Bartlett

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

Bruce & Jan Suffern 211 W. Railroad Ave. 630-363-8606  
 NAME ADDRESS PHONE

**DESCRIPTION OF EVENT:** Wedding 6-11pm

**DAY, DATE, BEGINNING & ENDING TIME OF EVENT:** August 27, 2016, Saturday

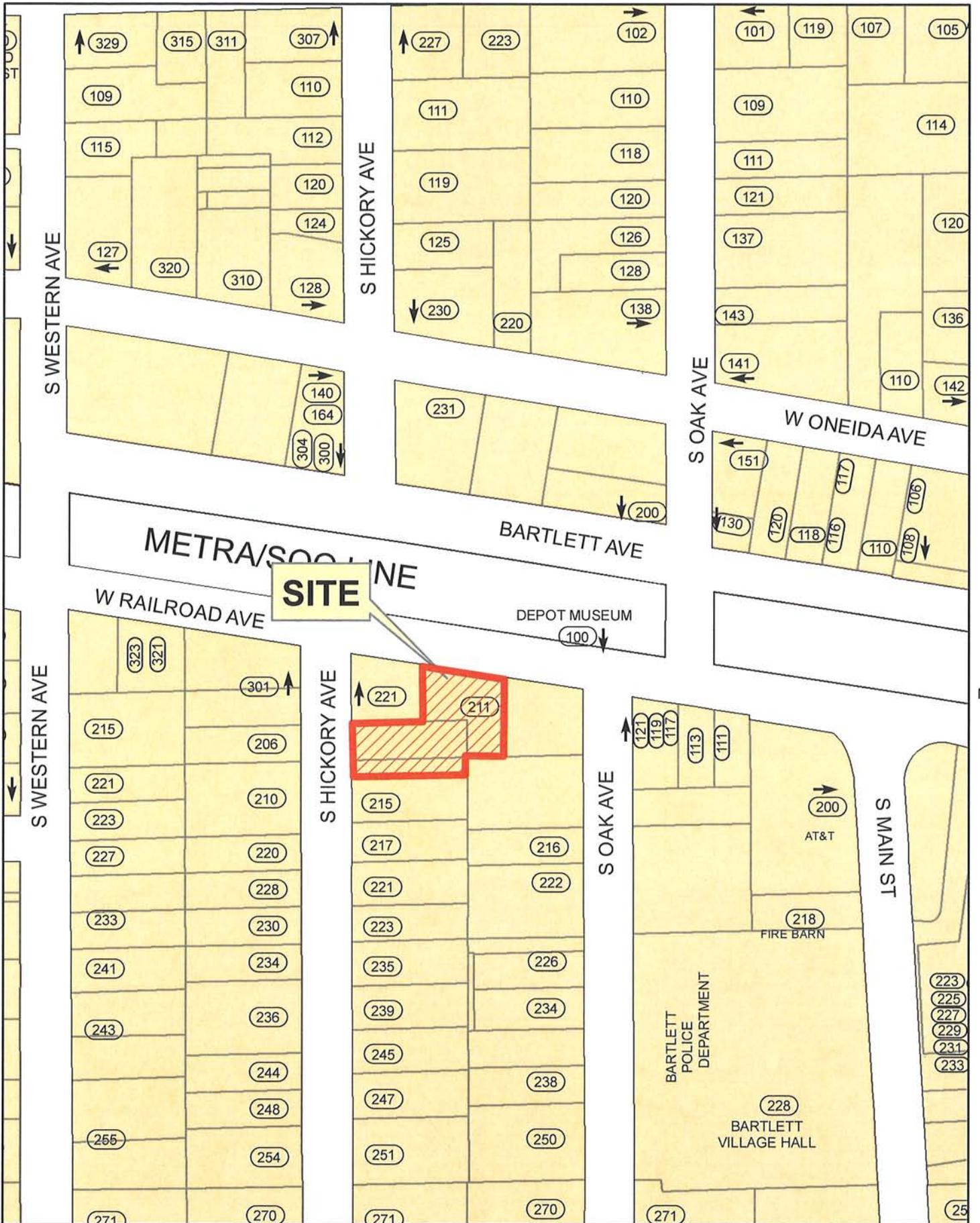
**AMPLIFIER DEVICE BEING USED:** (e.g. DJ, live band, stereo) DJ

**SIGNATURE OF APPLICANT:** [Signature]  
**SIGNATURE OF PROPERTY OWNER:** [Signature]

**FOR OFFICE USE ONLY**

Zoning Dist. <u>B-1</u>	FINAL INSPECTION DATE	ISSUED BY <u>[Signature]</u>	TOTAL FEE <b>15.00</b>
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# LOCATION MAP





# Agenda Item Executive Summary

Item Name    Bartlett Heritage Days 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 live bands and a disc jockey for Bartlett Heritage Days at Bartlett Park, Town Center, and Banbury Fair on Friday, September 9<sup>th</sup> & Saturday, September 10<sup>th</sup>, 2016 from 10:00 A.M. to 11:00 P.M., and Sunday, September 11<sup>th</sup>, 2016 from 10:00 A.M. to 5:00 P.M.

## ATTACHMENTS (PLEASE LIST)

Memo, Application, Location Maps

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion    I hereby move to approve the request of Bartlett Heritage Days for an Amplifier Permit to allow for live bands and a disc jockey for Bartlett Heritage Days on Friday, September 9<sup>th</sup> & Saturday, September 10<sup>th</sup>, 2016 from 10:00 A.M. until 11:00 P.M., and Sunday, September 11<sup>th</sup>, 2016 from 10:00 A.M. to 5:00 P.M. at Bartlett Park, Town Center, and Banbury Fair.

Staff:    Jim Plonczynski

Date:    August 16, 2016

**COMMUNITY DEVELOPMENT MEMORANDUM**

**16-116**

**DATE:** August 2, 2016  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jim Plonczynski, CD Director  
**RE:** Amplifier Permit Request – Bartlett Heritage Days

---

Attached is the application requesting approval for an Amplifier Permit to allow live bands and a disc jockey as part of Bartlett Heritage Days at Bartlett Park, Town Center, and Banbury Fair on Friday, September 9<sup>th</sup> & Saturday, September 10<sup>th</sup>, 2016 from 10:00 A.M. to 11:00 P.M., and Sunday, September 11<sup>th</sup>, 2016 from 10:00 A.M. to 5:00 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 #: 201601272  
 Received: **RECEIVED**  
**COMMUNITY DEVELOPMENT**  
**JUN 10 2016**



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

**VILLAGE OF BARTLETT**

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

**APPLICANT MUST COMPLETE AND SIGN APPLICATION**

**PERMIT APPLICANT:**

Bartlett Heritage Days 630 363 8606  
 NAME ADDRESS PHONE  
 (Bruce Cell)

Downtown Bartlett  
 ADDRESS OF EVENT:

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

Various downtown owners including Village of Bartlett  
 NAME ADDRESS PHONE

**DESCRIPTION OF EVENT:** Bartlett Park, Towncenter, Banbury Fair, Bartlett Ave, Railroad Ave, will host activities Oak Ave to Bartlett Park, as well.

**DAY, DATE, BEGINNING & ENDING TIME OF EVENT:** 10 AM til 11:00pm on Friday and Saturday, 10 AM til 5:00pm on Sunday. Sept. 9, 10 + 11th. 2016

**AMPLIFIER DEVICE BEING USED:** (e.g. DJ, live band, stereo) Live bands and Dj with Amps.

**SIGNATURE OF APPLICANT:** Sant Saffer (Treasurer)  
**SIGNATURE OF PROPERTY OWNER:** Bob Flitt

**RECEIVED COMMUNITY DEVELOPMENT**  
**JUL 26 2016**

**FOR OFFICE USE ONLY** **VILLAGE OF BARTLETT**

Zoning Dist. <b>MULTIPLE</b>	FINAL INSPECTION DATE <b>09/12/16</b>	ISSUED BY <b>KCS</b>	TOTAL FEE <b>15.00 pd</b>
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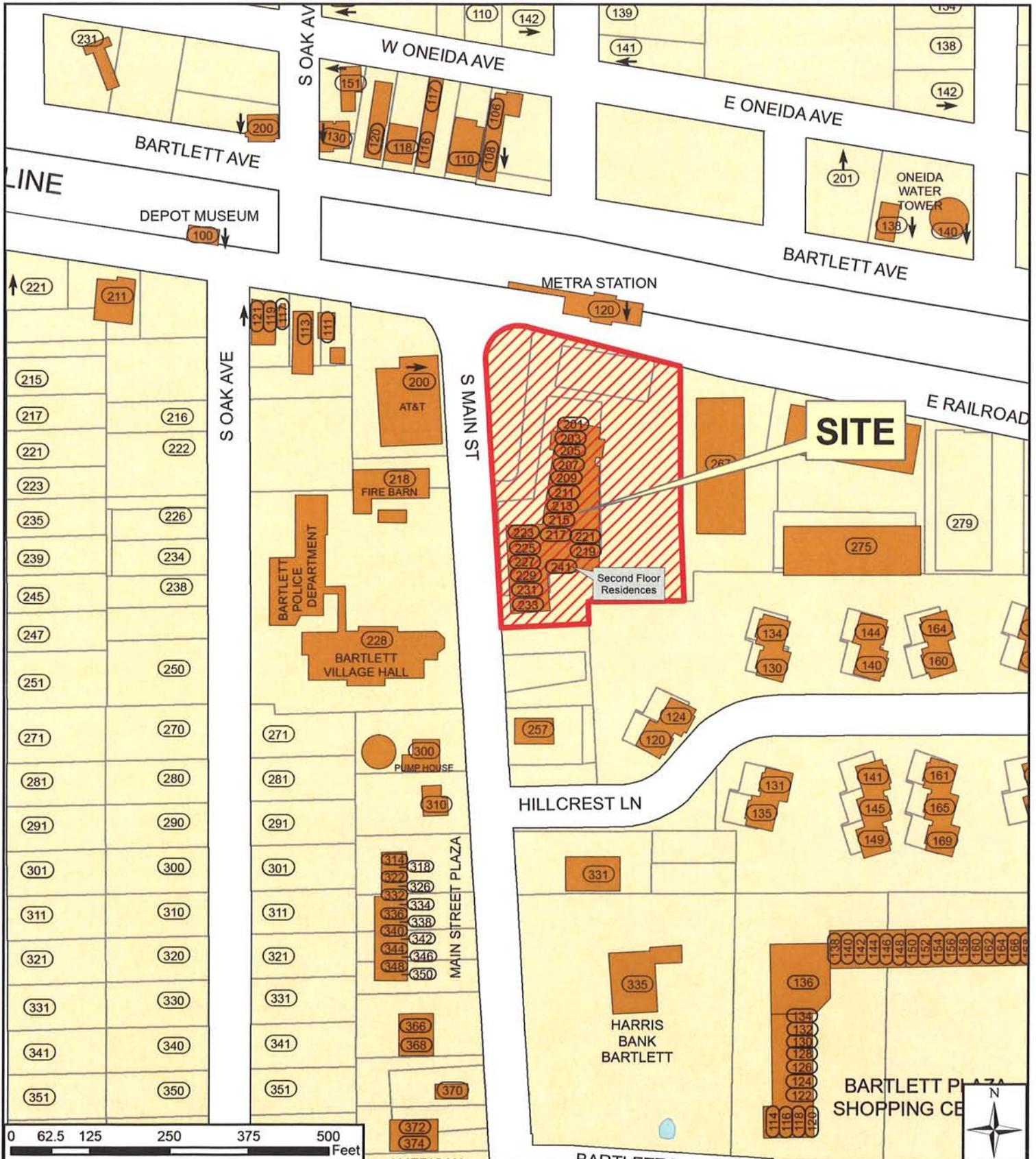
# LOCATION MAP

## BARTLETT PARK



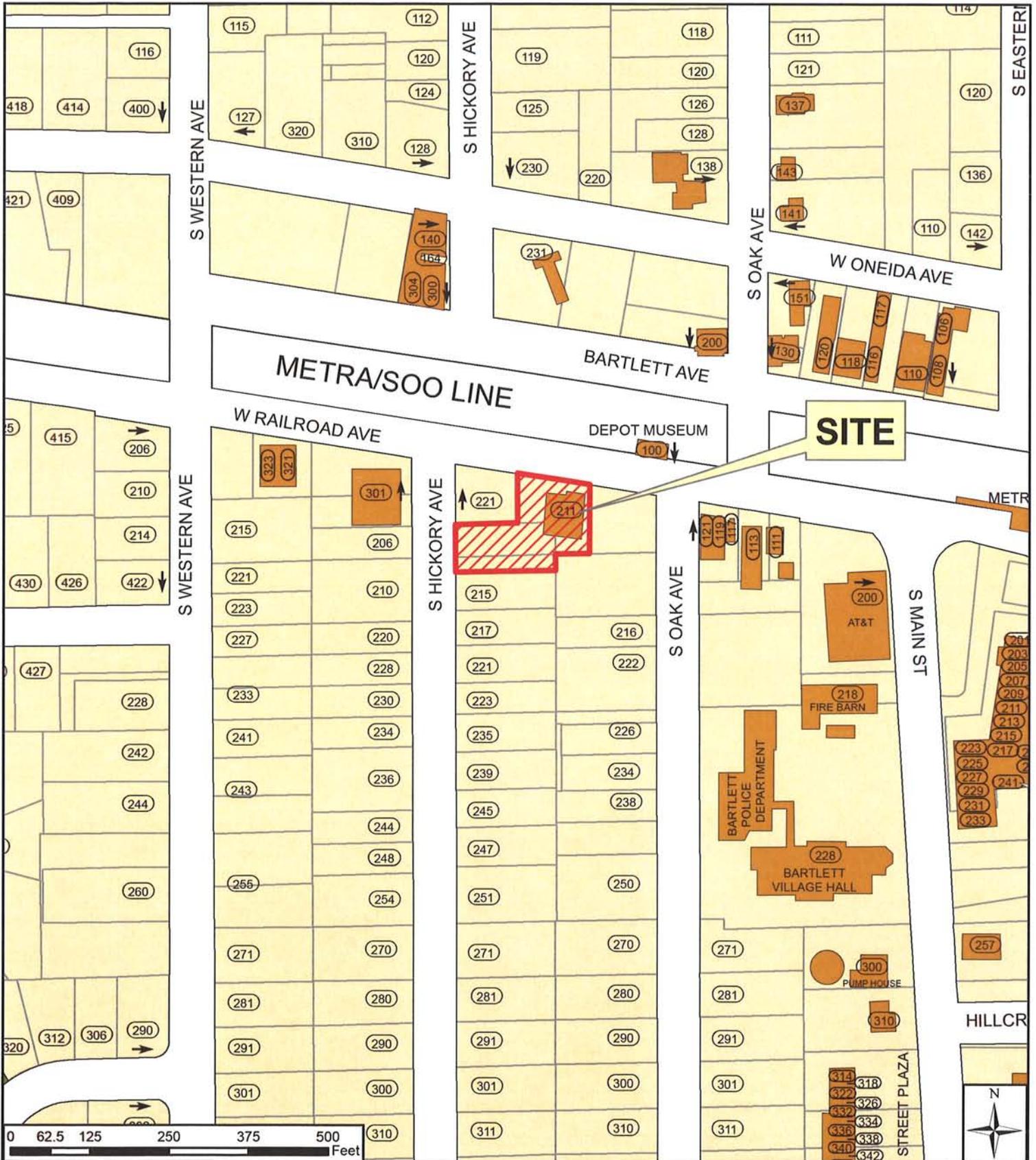
# LOCATION MAP

## BARTLETT TOWN CENTER



# LOCATION MAP

## BANBURY FAIR





**COMMUNITY DEVELOPMENT MEMORANDUM**

**16-163**

**DATE:** August 2, 2016  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jim Plonczynski, CD Director  
**RE:** Amplifier Permit Request – Lomeli

---

Attached is the application requesting approval for an Amplifier Permit to allow a DJ as part of a Birthday Party at 521 Ford Ln. on Saturday, August 27<sup>th</sup>, 2016 from 6:00 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 #: 201602104  
Received: **RECEIVED  
COMMUNITY DEVELOPMENT**  
**AUG 01 2016**



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

**VILLAGE OF  
BARTLETT**

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

**APPLICANT MUST COMPLETE AND SIGN APPLICATION**

**PERMIT APPLICANT:** ART Special  
Manual Lomeli / 521 FORD Ln Bartlett 847-815-0059  
NAME ADDRESS PHONE

**ADDRESS OF EVENT:** 521 Ford lane Bartlett, IL

**OWNER OF PROPERTY WHERE EVENT WILL BE HELD:** 473711  
Manual Lomeli 521 Ford Ln Bartlett, IL 847-815-0059  
NAME ADDRESS PHONE

**DESCRIPTION OF EVENT:** Birthday Party

**DAY, DATE, BEGINNING & ENDING TIME OF EVENT:** 8-27-16 Saturday August 6pm-11pm (2)

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

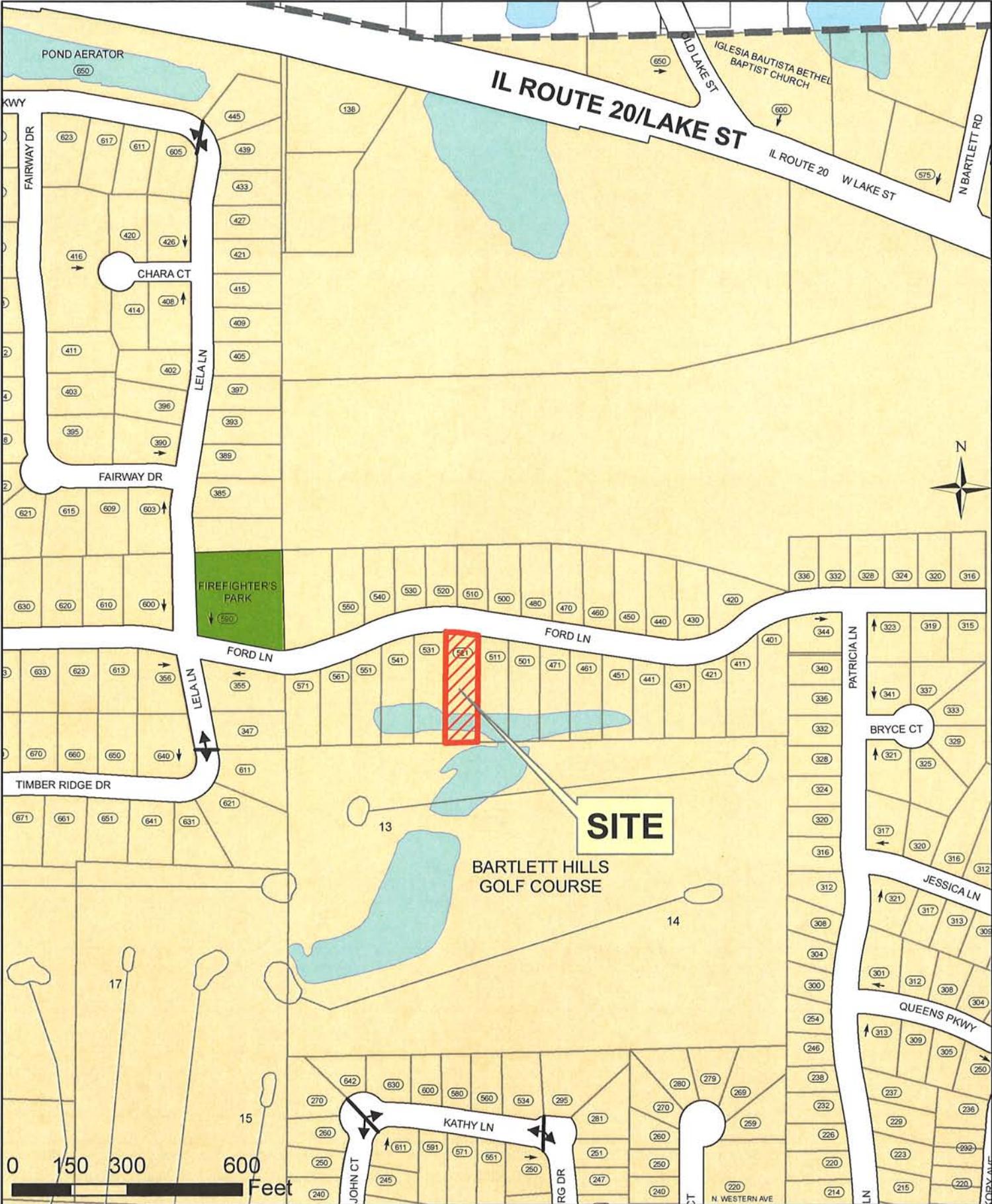
**SIGNATURE OF APPLICANT:** Manual Lomeli

**SIGNATURE OF PROPERTY OWNER:** Manual Lomeli

**FOR OFFICE USE ONLY**

Zoning Dist. <u>SRA</u>	FINAL INSPECTION DATE	ISSUED BY <u>[Signature]</u>	TOTAL FEE <u>15.00</u>
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# LOCATION MAP 521 FORD LANE





# MEMO

**Date:** July 22, 2016

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

**From:** Dan Dinges, Public Works Director

**Re:** *Smart-Ready LED Street Lighting Agreement*

Attached is an agreement from ComEd that replaces our existing ComEd owned street light fixtures (mercury vapor and high pressure sodium) with Smart-Ready LED street lights. It is estimated that we have 145 ComEd owned street lights within the Village that will be replaced with this agreement. ComEd is doing the street light change out at no cost to the Village and it is estimated that the Village will save approximately \$7,000 per year in electric costs with the new LED street lights.

RESOLUTION 2016 - \_\_\_ - R

**A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE  
VILLAGE OF BARTLETT AND COMMONWEALTH EDISON COMPANY  
(ComEd)  
FOR THE SMART-READY LED STREET LIGHTING AGREEMENT**

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

**SECTION ONE:** That the Smart-Ready LED Street Lighting Agreement between the Village of Bartlett and ComEd for the Project Work, a copy of which is appended hereto and expressly incorporated herein by this reference (the "Agreement"), is hereby approved.

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

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED** August 16, 2016.

**APPROVED** August 16, 2016.

---

Kevin Wallace, Village President

**ATTEST:**

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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 -\_\_\_-R, enacted on August 16, 2016, and approved on August 16, 2016, as the same appears from the official records of the Village of Bartlett.

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Lorna Giles, Village Clerk



# Smart-Ready LED Street Lighting Agreement

## PROGRAM PARTICIPATION AGREEMENT

The Smart-Ready LED Street Lighting Program (“the Program”) replaces existing Commonwealth Edison (“ComEd”) owned street light fixtures (mercury vapor and high pressure sodium), located in participating municipalities, with Smart-Ready LED street lights.

This Smart-Ready LED Street Lighting Agreement (“Agreement”) is entered into by and between ComEd and the Village of Bartlett (“Customer”). ComEd and the Customer are sometimes referred to herein individually as a “Party”, and collectively as the “Parties.”

### PROGRAM TERMS AND CONDITIONS

1. **Program Effective Dates.** This Agreement shall be effective upon execution by both Customer and ComEd, and shall terminate on or before May 31, 2017.
2. **Customer Eligibility.** Customer is an existing municipal customer of ComEd that receives a fixture included street light rate. (Note: Customer may take electric energy from a company other than ComEd as long as Customer is obtaining delivery service from ComEd.) The fixture included street light rate is set forth in Table 1, attached hereto, and which is made a part hereof.
3. **Project Timeline.** Following the execution of the Agreement, ComEd will work with the municipality to establish a schedule for the installation of the LED street light fixtures.
4. **Customer Charges.** The change from the existing fixtures to a smart ready fixture will change the cost of the Fixture-Included Lighting Delivery Service Charge as well as energy cost to operate the fixtures. The estimated fixture included costs and estimated energy cost comparison of the existing street lights to LED street lights is provided in Table 1 hereto.

There is also a customer charge for the replacement of the fixtures and this charge will be offset by an Energy Efficiency credit equal to the customer replacement charge. Effectively, the customer will not incur any out of pocket costs to replace the fixtures.

5. **Customer Obligations.**
  - 5.1. Customer must support ComEd, as requested, with access to the system and facilities, and municipal work permits as required to support the installation LED street light fixtures.



# Smart-Ready LED Street Lighting Agreement

- 5.2. Customer will be the point of contact for any resident concerns related to the installation of the LED street lights and will work with ComEd to resolve concerns raised by residents of the municipality.

## 6. ComEd Obligations.

- 6.1. ComEd will replace all existing ComEd owned Mercury Vapor (MV) and High Pressure Sodium (HPS) street lights that have an LED equivalent, subject to the current fixture included rate agreement, with new, lower wattage smart-ready LED street lights.
- 6.2. ComEd, through the state mandated energy efficiency programs, will provide a credit to the Customer in an amount equal to the cost to the Customer to replace the existing street light fixtures in the municipality. The cost of the replacement of the existing street light fixtures will be documented in a separate Customer Work Agreement developed for the street light fixture replacement.

## 7. Limitations of Liability.

- 7.1. Customer shall independently evaluate any advice or direction given by ComEd related to the adjustment of LED street light illumination levels. IN NO EVENT WILL ComEd, ITS CONSULTANTS, CONTRACTORS AND/OR SUBCONTRACTORS BE LIABLE FOR THE OPERATION OF CUSTOMER'S FACILITIES OR FIXTURES, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT OR THE IMPLEMENTATION OF ANY FUNCTIONS OR TESTING UNDER THIS AGREEMENT.
- 7.2. ComEd shall indemnify, defend and save harmless the Customer and, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character, including, as allowed by law, liabilities incurred due to the joint negligence of the Village and contractors, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of ComEd, its officers, agents and/or employees arising out of, or in performance of, any of the provisions of this Agreement, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other applicable law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Customer



# Smart-Ready LED Street Lighting Agreement

and, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. ComEd shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

8. **Disclaimer:** ComEd does not guarantee that certain energy savings will be achieved and does not make any warranties associated with the measures implemented under the Program. ComEd has no obligations regarding, and does not endorse or guarantee, any claims, promises, representations, or work made or performed, or equipment furnished or installed by any contractors, subcontractors, or vendors pursuant to the Program. The Customer shall be entitled to the energy cost savings realized by the Customer that result from the installation of LED street light fixtures within the Customer's corporate limits. In consideration of the services provided by ComEd as part of the Program, the Customer agrees that ComEd is entitled to 100% of the rights and benefits associated with the measures, including without limitation PJM products and all other attributes, credits or products associated therewith under any regional initiative or federal, state or local law, program or regulation, and customer waives, and agrees not to seek, any right to the same.

9. **Attorneys' Fees.** If litigation is commenced by either Party to enforce or interpret any of the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable costs and attorneys' fees at the trial, on appeal, and on any petition for review.

10. **Entire Agreement/Modification.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and unless otherwise provided in this Agreement, no modification or waiver of any of the provisions, or any future representation, promise, or addition, shall be binding upon the parties unless made in writing and signed by both Parties. To the extent any of the terms of this Agreement are deemed to conflict with the terms of the Franchise Agreement between ComEd and Customer, the terms of the Franchise Agreement shall control while both Agreements remain in effect.

11. **Disputes/Governing Law.** This Agreement shall be exclusively governed by and interpreted in accordance with the laws of the State of Illinois. Any litigation between the Parties shall be prosecuted only in the state or federal courts of the State of Illinois.

## BY SIGNING BELOW:

The Customer has read and accepts the terms and conditions of this Smart-Ready LED Street Lighting Agreement, and agrees to participate in the Smart-Ready LED Street Lighting Program.



# Smart-Ready LED Street Lighting Agreement

Customer

ComEd

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

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

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

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

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

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

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

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



# Smart-Ready LED Street Lighting Agreement

## Table 1 2016 Rates

### Village of Bartlett

Cost comparison of Fixture Included Street Light fixture Costs, Proposed 2016 Rates, Existing Fixtures versus LED Fixture

Existing fixtures, 2016						LED Fixtures, 2016					
	Billing Count	Wattage	2016 Fixture cost	Monthly Energy Cost	Monthly Cost per Fixture	Monthly Cost by Type	Wattage	2016 Fixture cost	Monthly Energy Cost	Monthly Cost per Fixture	Monthly Cost by Type
100W MV	0	122	\$3.65	\$1.71	\$5.36	\$0.00	LED-53	\$2.68	\$0.74	\$3.42	\$0.00
175W MV	62	217	\$3.71	\$3.04	\$6.75	\$418.67	LED-53	\$2.68	\$0.74	\$3.42	\$212.24
250W MV	31	281	\$3.84	\$3.94	\$7.78	\$241.19	LED-75	\$2.97	\$1.05	\$4.02	\$124.67
400W MV	48	440	\$4.34	\$6.17	\$10.51	\$504.46	LED-145	\$3.56	\$2.03	\$5.59	\$268.47
70 W HPS	0	82	\$3.94	\$1.15	\$5.09	\$0.00	LED-53	\$2.68	\$0.74	\$3.42	\$0.00
100 W HPS	0	121	\$3.99	\$1.70	\$5.69	\$0.00	LED-53	\$2.68	\$0.74	\$3.42	\$0.00
150 W HPS	0	175	\$4.02	\$2.45	\$6.47	\$0.00	LED-75	\$2.97	\$1.05	\$4.02	\$0.00
250 W HPS	2	297	\$4.28	\$4.16	\$8.44	\$16.89	LED-145	\$3.56	\$2.03	\$5.59	\$11.19
400 W HPS	2	465	\$4.63	\$6.52	\$11.15	\$22.30	LED-145	\$3.56	\$2.03	\$5.59	\$11.19
Total	145										

Energy Cost	
\$ 0.04100	

2016 Fixture Monthly Cost	\$1,203.51
---------------------------	------------

2016 LED Monthly Cost	\$616.57
-----------------------	----------

2016 Monthly Cost Savings	\$586.94
2016 Per Fixture savings	\$4.05

Annual Cost Savings	\$7,043.34
---------------------	------------

Operating hours per month =342

Note, the savings calculation and percent savings estimate is for the fixture only. Other components costs are not affected by this change. 1,000 W HPS fixture are not included in the the savings calculation because there is not a direct LED replacement.



# Agenda Item Executive Summary

Item Name      Quiet Zone - Amended Replacement Easement  
for Alternate Access and Sale and Parking      Committee  
Agreement      or Board      Board

## BUDGET IMPACT

Amount:      1,000,000      Budgeted      1,000,000

List what fund      CN Noise Mitigation Contribution

## EXECUTIVE SUMMARY

As was discussed at the July 5<sup>th</sup> Board meeting regarding the proposed Quiet Zone, we have prepared an Amended Agreement with Eagle Z Properties, LLC and Global Recycling & Repair Corp that provides for ten additional off street parking spaces over and above the ten that were provided in the Ordinance approved on July 5<sup>th</sup>.

We currently have the Quiet Zone work out to bid so that we can coordinate with the scheduled Metra crossing improvements.

## ATTACHMENTS (PLEASE LIST)

- Memo
- Ordinance
- Agreement w/Exhibits

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion
- 

**MOTION:** I move the passage of Ordinance 2016- \_\_\_\_\_, an Ordinance Rescinding Resolution 2016-54-R and Approving the First Amended Agreement to Abrogate Permanent Easements and Temporary Easements; Grant Replacement Permanent Easement and Agreement to Construct Access Drive; Purchase and Sale Agreement with Regard to Adjoining Parcel; and Grant of Additional Parking Parcel Easement and Cost Sharing Among the Village of Bartlett, Eagle Z Properties, LLC and Global Recycling & Repair Corporation

Staff:      Dan Dinges, Director of Public Works      Date:      8/09/2016

**BRYAN E. MRAZ**  
BEM@MRAZLAW.COM

**DAVID W. GULLION**  
ASSOCIATE  
DWG@MRAZLAW.COM

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## MEMORANDUM

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**TO:** President and Board of Trustees of the Village of Bartlett  
Valerie L. Salmons, Village Administrator

**FROM:** Bryan E. Mraz, Village Attorney

**DATE:** August 2, 2016

**RE:** Amended Replacement Easement for Alternate Access  
and Sale and Parking Easement Agreement

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The Illinois Commerce Commission (the "ICC") and the Federal Railway Administration (the "FRA") have advised that to procure the Quiet Zone, which will benefit approximately 2,600 Bartlett residences, that a barrier median must be constructed and commercial driveways which enter and exit onto Spaulding Road near its intersection with Lambert Lane will have to be closed off and access relocated.

In connection with the Board's discussion at the June 21, 2016 Committee of the Whole meeting regarding the proposed Quiet Zone, included with that packet was a Memo from me regarding the grant of a replacement easement by the Village and alternate access for Eagle Z/Global Towing to its property/business. On July 5, 2016 the Board approved an Agreement to Abrogate Permanent Easements and Temporary Easements; Grant of Replacement Easement and Agreement to Construct Access Drive; and Purchase and Sale Agreement With Regard to Adjoining Parcel with Eagle Z Properties, LLC and Global Recycling & Repair Corp. (the "Proposed Eagle Z/Global Agreement").

The owner of Eagle Z and Global, William Zucaro, refused to sign the Proposed Eagle Z/Global Agreement that the Board approved on July 5, 2016 citing concerns that there would not be adequate off street parking. During the Town Hall portion of the July 19, 2016 Board meeting, residents raised concerns over the current parking situation along Spaulding Road, the conduct of Global's customers parked along Spaulding, and with the location of the new access drive off of Lambert Lane. The relocation of the access drive from Spaulding to the new location on Lambert is necessary to procure the Quiet Zone.

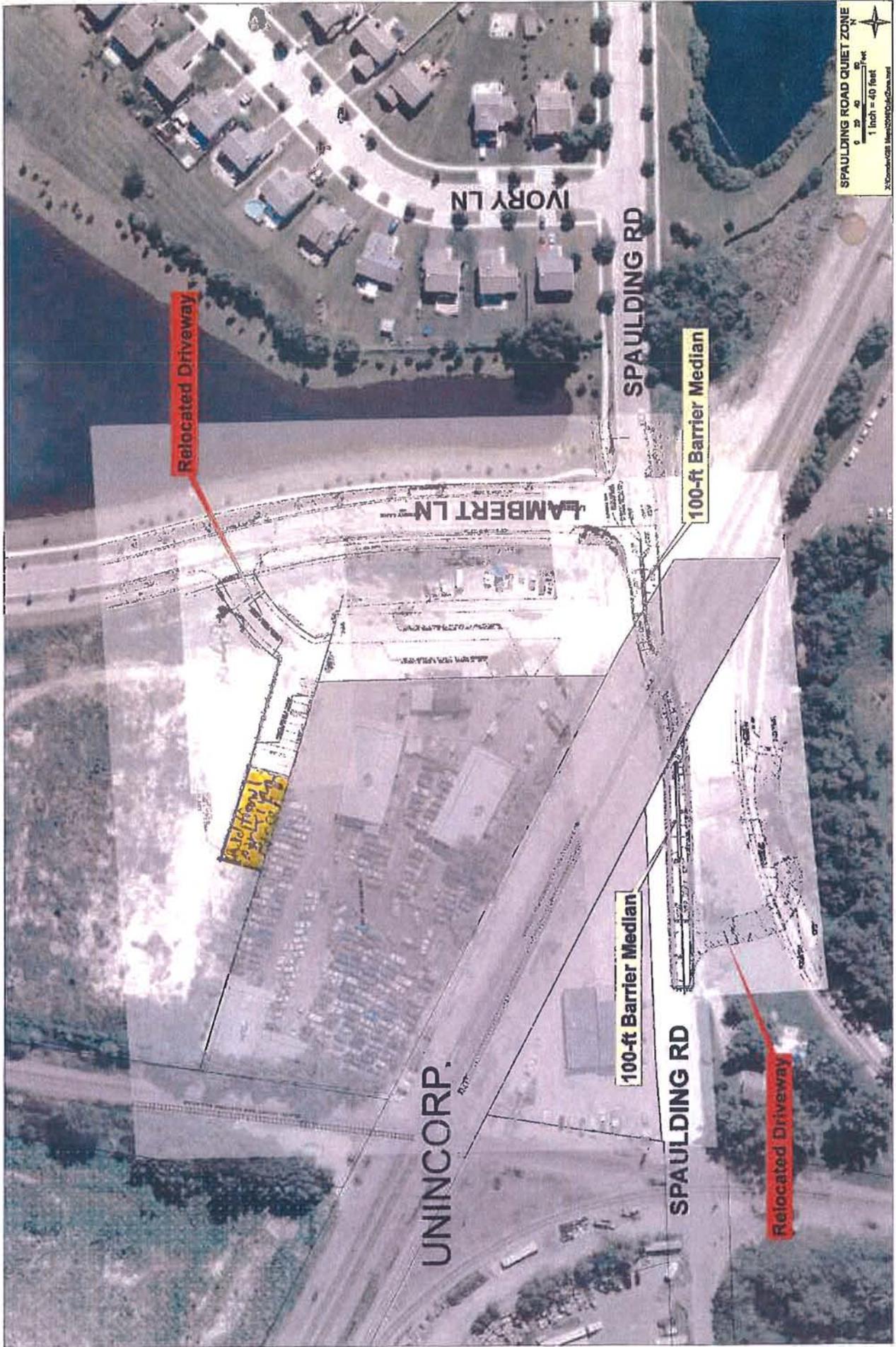
Before the Board for its consideration is a revised Eagle Z/Global Agreement redlined to highlight the changes (the "First Amended Agreement") which provides for ten (10) additional off street parking spaces over and above the ten (10) that were provided in the Proposed Eagle Z/Global Agreement that the Board approved on July 5<sup>th</sup>. The First Amended Agreement (as did the Proposed Eagle Z/Global Agreement approved on July 5<sup>th</sup>), which terminates prior access easements the Village granted to Eagle Z and Global in 2009, grants an alternate access and parking easement across a different portion of the Village property between Lambert Lane and the Eagle Z property. The First Amended Agreement also requires the Village to construct the new access drive and 7 parking spaces; relocate a gate; and sell to Eagle Z a .560 acre portion of the Village's property for \$18,300, which is its appraised value as determined by MAI certified appraisers after discounting it for the easements that encumber the title (the "Sale Parcel").

The primary difference between the unsigned Proposed Eagle Z/Global Agreement and the First Amended Agreement is that the latter grants Eagle Z/Global an additional easement over an additional 4,580 S.F. of the Village's property (the "Additional Parking Easement Parcel"), for which Eagle Z will pay the appraised value equivalent as if it were purchasing it (\$5,125). Eagle Z will also pay for or reimburse the Village for the cost to construct the additional parking space lot. The location of the Additional Parking Easement Parcel is along Global's north fence and west of the new access drive as depicted on the attached Spaulding Road Quiet Zone Exhibit in yellow. The sale of the Sale Parcel and the grant of easement for the Additional parking Easement Parking are of surplus property and are authorized by Section 11-76-4.1 of the Illinois Municipal Code.

Funding for the Spaulding Road Quiet Zone improvements, including the cost to construct the new access drive improvements for Eagle Z, will be paid out of the \$1,000,000 noise mitigation monies that the Canadian National Railway Company ("CN") paid to the Village of Bartlett in connection with the settlement of a lawsuit the Village was a party to that challenged the Surface Transportation Board's approval of CN's purchase of the Elgin Joliet & Eastern Railway (the "EJ&E") in 2008. Furthermore, Metra is planning crossing improvements at Spaulding Road this summer that overlap with some of the Quiet Zone improvements the Village would otherwise be required to make and pay for, which will save \$100,000 to \$200,000 in project cost, depending on how much of the work can be coordinated with Metra's crossing improvement project.

Accordingly, staff recommends the Board pass the attached:

**ORDINANCE 2016 - \_\_\_\_\_  
AN ORDINANCE REPEALING RESOLUTION 2016-54-R AND APPROVING OF  
THE FIRST AMENDED 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, AND GRANT OF ADDITIONAL PARKING PARCEL EASEMENT AND  
COST SHARING AMONG THE VILLAGE OF BARTLETT, EAGLE Z PROPERTIES,  
LLC AND GLOBAL RECYCLING & REPAIR CORP.**



SPAULDING ROAD QUIET ZONE  
0 20 40 60 Feet  
1 inch = 40 feet  
X:\Documents\Map\2004\0402\040201.dwg

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

**AN ORDINANCE RESCINDING RESOLUTION 2016-54-R AND APPROVING OF THE FIRST AMENDED AGREEMENT TO ABROGATE PERMANENT EASEMENTS AND TEMPORARY EASEMENTS; GRANT REPLACEMENT PERMANENT EASEMENT AND AGREEMENT TO CONSTRUCT ACCESS DRIVE; PURCHASE AND SALE AGREEMENT WITH REGARD TO ADJOINING PARCEL; AND GRANT OF ADDITIONAL PARKING PARCEL EASEMENT AND COST SHARING AMONG THE VILLAGE OF BARTLETT, EAGLE Z PROPERTIES, LLC AND GLOBAL RECYCLING & REPAIR CORP.**

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**WHEREAS**, the Village of Bartlett is the owner of the following described property:

Lot 127 in Castle Creek of Bartlett, being a subdivision of part of Section 29, Township 41 North, Range 9, East of the Third Principal Meridian according to the plat thereof recorded June 23, 2004 as Document No. 0417534056, in Cook County, Illinois,

("Parcel 1"); and

**WHEREAS**, Eagle Z Properties, LLC, an Illinois limited liability company, is the owner of the following described property:

That part of the Southwest 1/4 of Section 29, Township 41 North, Range 9 East of the Third Principal Meridian, beginning at the intersection of the North line of the right of way of the Chicago, Milwaukee and St. Paul Railroad, with the East line of the right of way of the Waukegan and Southwest Railway Company; thence Northeasterly 12 rods; thence east 26 rods; thence South 17 rods to the north line of the right of way of the Chicago, Milwaukee and St. Paul Railroad Company, thence Northwesterly to the point of beginning, all in Cook County, Illinois,

("Parcel 2"); and

**WHEREAS**, Parcel 1 and Parcel 2 are adjacent and contiguous to each other;

and

**WHEREAS**, in 2009 the Village granted a permanent easement and a temporary easement over a portion of Parcel 1 for ingress, egress and parking to Eagle Z Properties, LLC ("Eagle Z") and Global Recycling & Repair Corp. ("Global Recycling") pursuant to a

Grant of Permanent Access, Easement and Parking dated June 16, 2009 and recorded with the Cook County Recorder on May 12, 2010 as Document No. 1013231102, to prevent Parcel 2 from being landlocked (the "2009 Easement Agreement"); and

**WHEREAS**, the Village has asked Eagle Z and Global Recycling to abrogate, release and terminate said easements granted to it in the 2009 Easement Agreement, and a certain Roadway Easement Grant which benefits Parcel 2 so that the Village can establish a Quiet Zone in said area; and

**WHEREAS**, Eagle Z will only abrogate said existing easements if a suitable replacement easement granted, and a new access drive and parking improvements lane constructed by the Village; and

**WHEREAS**, a .560 acre portion of Parcel 1 legally described as follows:

That part of Lot 127 in Castle Creek of Bartlett, being a subdivision of part of Section 29, Township 41 North Range 9 East of the Third Principal Meridian according to the plat thereof recorded June 23, 2004 as Document No. 0417534056, described as follows: Commencing at the Southeasterly most corner of said Lot 127; thence South 88 degrees 57 minutes and 32 seconds West, a distance of 48.14 feet along the South line of said Lot 127 to the point of beginning; thence continuing South 88 degrees 57 minutes 32 seconds west, a distance of 76.62 feet along the South line of said Lot 127 to the Southwesterly corner of said Lot 127; thence North 62 degrees 47 minutes 20 seconds West a distance of 15.06 feet along a Southerly line of said Lot 127 to a corner of said Lot 127; thence North 00 degrees 01 minute 45 seconds east, a distance of 280.50 feet along a west line of said Lot 127 to a corner of said Lot 127, thence South 71 degrees 00 minutes 57 seconds East, a distance of 95.16 feet; thence South 00 degrees 01 minute 45 seconds West a distance of 255.04 feet along a line 90.00 feet East of and parallel with the aforesaid West line of Lot 127; to the point of beginning, in Cook County, Illinois,

(the "Surplus Property") which is encumbered with the permanent and temporary easements granted by the 2009 Easement Agreement, is surplus public real estate which the corporate authorities of the Village may authorize for sale pursuant to Section 11-76-4.1 of the Illinois Municipal Code (65 ILCS 5/11-76-4.1); and

**WHEREAS**, the Surplus Property is a .560 acres in size and is located at the northwest quadrant of Spaulding Road and Lambert Lane, Bartlett, is part of PIN 06-29-301-001, zoned P-1 and is currently used by Global Recycling for ingress and egress to an adjoining auto salvage yard on Parcel 2 and for parking; and

**WHEREAS**, Gale C. Jenkins, MAI and Michael MaRous, MAI, CRE performed an appraisal of the Surplus Property (the "MAI Appraisal") and determined the value thereof in As Is condition as encumbered with the permanent and temporary easements is \$18,300; and

**WHEREAS**, the Village desires to sell the Surplus Property to Eagle Z Properties, LLC at 100% of the appraised value thereof and to grant a permanent replacement easement for ingress, egress and parking for alternate access to Parcel 2 to enable the current access from Parcel 2 across Parcel 1 onto Spaulding Road to be permanently closed, which is a precondition to getting a Quiet Zone along the Metra Soo Railway in the vicinity of Spaulding Road and Lambert Lane in the Village of Bartlett; and

**WHEREAS**, Eagle Z Properties, LLC and Global Recycling refused to execute a prior agreement approved by the Corporate Authorities on July 5, 2016 by the passage of Resolution 2016-54-R (the "Unsigned Agreement") over concerns that the improvements called for the Unsigned Agreement did not include enough off street parking, but stated he would execute a modified agreement if a permanent easement was granted over a 4,580 S.F. portion of Parcel 1 adjacent to Parcel 2 for additional Global customer parking, for which Global would be willing to pay the Village the square foot equivalent price of the unencumbered appraised value of the Surplus Property, and would be willing to pay or

reimburse the Village for the cost to grade, stone and pave said area in order to add ten (10) additional off street parking spaces;

**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:** Resolution 2016-54-R and the approval 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 dated July 5, 2016, are hereby repealed and rescinded.

**SECTION TWO:** Eagle Z Properties, LLC has offered to purchase the Surplus Property encumbered by the permanent and temporary easements heretofore granted for 100% of its appraised value of \$18,300, and to pay \$5,125 for the Additional Parking Easement Parcel (which price was calculated with the unencumbered price per acre set forth in the MAI Appraisal) which the Corporate Authorities have determined is fair and reasonable and in the best interest of the municipality. The sale and grant of easement are necessary to establish a Quiet Zone which will benefit approximately 2,800 Village residents living in that area of the Village.

**SECTION THREE:** Eagle Z and Global have agreed to pay for a 4,580 square foot permanent easement on Parcel 1 (the "Additional Parking Easement Parcel") at the same price per square foot as the appraiser appraised the Surplus Property for without a reduction in price for encumbrances, and have agreed to pay or reimburse the Village for the cost of filling, grading, placing stone and paving said Additional Parking

Easement Parcel, and to pave the "Gravel Pavement" portion of the Replacement Permanent Egress and Parking Easement depicted on Exhibit 5A to the Agreement.

**SECTION FOUR:** The First Amended Agreement to Abrogate Permanent Easements and Temporary Easements; Grant Replacement Permanent Easements and Agreement to Construct Access Drive; Purchase and Sale Agreement With Regard to Adjoining Parcel; and Grant of Additional Parking Parcel Easement and Cost Sharing dated August 16, 2016, among the Village of Bartlett, Eagle Z Properties, LLC and Global Recycling & Repair Corp. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION FIVE:** 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 SIX:** The sale of the Surplus Property, the Grant of Replacement Permanent Ingress, Egress and Parking Easement, and the Grant of Additional Parking Parcel Easement shall be conducted by the Village of Bartlett staff pursuant to the terms and conditions of the Agreement approved in Section Four of this Ordinance.

**SECTION SEVEN:** That the Village Clerk is directed to publish this Ordinance (without attachments) at the first opportunity following the passage hereof in the Bartlett Examiner, a newspaper published in the Village of Bartlett. Copies of all attachments hereto shall immediately be made available in the office of the Village Clerk.

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

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

ATTEST:

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

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2016 - \_\_\_\_\_ enacted on August 16, 2016, and approved on August 16, 2016, as the same appears from the official records of the Village of Bartlett.

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

**FIRST AMENDED AGREEMENT TO ABROGATE PERMANENT EASEMENTS AND TEMPORARY EASEMENTS; GRANT REPLACEMENT PERMANENT EASEMENT AND AGREEMENT TO CONSTRUCT ACCESS DRIVE; PURCHASE AND SALE AGREEMENT; AND GRANT OF ADDITIONAL PARKING PARCEL EASEMENT AND COST SHARING WITH REGARD TO ADJOINING PARCEL**

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THIS FIRST AMENDED AGREEMENT (the "Agreement") is made and entered into as of the 9<sup>th</sup> day of August, 2016, by and between the VILLAGE OF BARTLETT, an Illinois municipal corporation (hereinafter referred to as the "Village"), and EAGLE Z PROPERTIES, LLC, an Illinois limited liability company (hereinafter referred to as "Eagle Z"), and GLOBAL AUTO RECYCLING & REPAIR CORP., an Illinois corporation (hereinafter referred to as "Global").

**RECITALS:**

- A. The Village is the owner of a parcel of land legally described on **Exhibit 1** (hereinafter referred to as "Parcel 1").
- B. Eagle Z is the owner of a parcel of land legally described on **Exhibit 2** (hereinafter referred to as "Parcel 2").
- C. Parcel 1 and Parcel 2 are contiguous to and adjoin each other.
- D. Eagle Z and its predecessors in title to Parcel 2, and such owners' respective tenants, used a portion of Parcel 1 for access to and from Parcel 2 to Spaulding Road in connection with the operation of an auto storage and salvage yard by Global and its predecessor on Parcel 2.
- E. The parties were concerned that the continued use a portion of Parcel 1 for ingress and egress and for parking without a formal agreement could ripen into a claim of ownership by adverse possession or a prescriptive or implied easement by Eagle Z and/or Global.
- F. The parties entered into a certain Grant of Permanent Access Easement and Agreement for Temporary Easement for Additional Access and Parking dated June 16, 2009, and recorded with the Cook County Recorder on May 12, 2010 as

Document No. 1013231102 (the "2009 Easement Agreement"), which is expressly incorporated herein by reference.

G. Under the terms of the 2009 Easement Agreement, the Village granted to Eagle Z a 40 foot wide permanent easement over and across a portion of Parcel 1 legally described as follows:

That part of Lot 127 in Castle Creek of Bartlett described as follows: Commencing at the Southeasterly most corner of said Lot 127; thence South 88 degrees 57 minutes 32 seconds West along the most Southerly line of said Lot 127, a distance of 98.15 feet to the point of beginning "A"; thence continuing South 88 degrees 57 minutes 32 seconds West, a distance of 26.61 feet to the Southwesterly corner of said Lot 127; thence North 62 degrees 47 minutes 20 seconds West, a distance of 15.06 feet to a corner of said Lot 127; thence North 00 degrees 01 minutes 45 seconds East, a distance of 280.50 feet to a corner of said Lot 127; thence South 71 degrees 00 minutes 57 seconds East, a distance of 42.31 feet; thence South 00 degrees 01 minutes 45 seconds west, a distance of 273.11 feet to point of beginning "A", in Cook County, Illinois,

(referred to herein alternatively as the "2009 Permanent Easement" or the "2009 Permanent Easement Premises"), and granted to Eagle Z a 30 foot wide temporary easement over and across a portion of Lot 1 legally described as follows:

That part of Lot 127 in Castle Creek of Bartlett described as follows: Commencing at the Southeasterly most corner of said Lot 127; thence South 88 degrees 57 minutes 32 seconds West along the most Southerly line of said lot 127, a distance of 68.14 feet to the point of beginning "B": thence continuing South 88 degrees 57 minutes 32 seconds West, a distance of 56.62 feet to the Southwesterly corner of said Lot 127; thence North 62 degrees 47 minutes 20 seconds West, a distance of 15.06 feet to a corner of said Lot 127; thence North 00 degrees 01 minutes 45 seconds East, a distance of 280.50 feet to a corner of said Lot 127; thence South 71 degrees 00 minutes 57 seconds East, a distance of 74.04 feet; thence South 00 degrees 01 minutes 45 seconds West, a distance of 262.22 feet to point of beginning "B", in Cook County, Illinois,

(the referred to alternatively as the "2009 Temporary Easement" or the "2009 Temporary Easement Premises").

H. The 2009 Temporary Easement was for a five year term, with the option given to Eagle Z to extend it for an additional five year term, which Eagle Z exercised, making the termination date of the temporary easement June 15, 2019, unless it is sooner

terminated by agreement or due to a default by Eagle Z, Global Towing, or Eagle Z's other tenants of the terms and conditions of the 2009 Easement Agreement, including, without limitation, default or breach of the "Prohibited and Permitted Truck Routes" provisions contained therein.

I. The Village and Grand Trunk Corporation ("GTC") entered a Memorandum of Agreement dated December 15, 2012 whereby GTC agreed to pay the Village up to \$1,000,000 (the "CN Noise Mitigation Money") for noise mitigation in the vicinity of the former Elgin, Joliet & Eastern Railway Company right-of-way or property (the "CN ROW").

J. The Village wishes to utilize the CN Noise Mitigation Money to construct a "quiet zone" located within 2,500 feet of the CN ROW or property, which according to representatives from the Federal Rail Authority (the "FRA") and the Illinois Commerce Commission (the "ICC"), will require the closing of access to Parcel 2 off of Spaulding Road over and across Parcel 1, and will require the abrogation of the 2009 Permanent Easement and the 2009 Temporary Easement granted by the Village over and across Parcel 1 to Eagle Z and Global under the terms of the 2009 Easement Agreement, and the abrogation of a certain Roadway Easement Grant dated February 1, 1987 recorded February 4, 1987 as Document No. 87068084 granted by CMC Real Estate Corporation to the Cosmopolitan National Bank of Chicago as Trustee u/t/a dated December 27, 1968 for access to and from Parcel 2 along and adjacent to the Metra Soo Railroad right-of-way (the "Roadway Easement Grant"), reserving only the right to keep its existing septic field which lies in or encroaches upon the Roadway Easement Grant premises.

K. Eagle Z and Global are willing to terminate and abrogate the aforesaid easements provided: (1) the Village grants them and to their respective guests and invitees a permanent 40 foot to 50 foot wide replacement ingress, egress and parking

easement over and across Parcel 1 to and from Lambert Lane to Parcel 2 as legally described on **Exhibit 3** and as legally described and depicted on the Plat of Easement attached hereto as **Exhibit 4** (the "Replacement Permanent Ingress, Egress and Parking Easement"); (2) grants Eagle Z and Global an additional 4580 S.F. +/- appurtenant over a portion of Parcel 1 for parking of Global's customer's operable vehicles immediately west thereof and along the fence on the north side of Parcel 2 and for the construction of ten (10) additional parking spaces (the "Additional Parking Parcel"); (3) the Village constructs a concrete and/or asphalt driveway from Lambert Lane to Parcel 2 on the Replacement Permanent Ingress, Egress and Parking Easement and installs a seven (7) space asphalt parking area and grades and lays gravel on the balance of said permanent easement for additional customer parking in accordance with the Construction Details for the Global Driveway set forth on **Exhibit 5A** and the Village of Bartlett Spaulding Road Quiet Zone Parking Lot Exhibit attached hereto as **Exhibit 5B** at the Village's expense (the "Relocated Access Drive"); (4) the Village pays for a six foot (6') gate in the fence adjacent to the parking spaces for Global's customers use (the "Customer Gate"), and the Village pays for the cost of a new replacement sliding gate at the south end of the Relocated Access Drive of the same length, height and design as the existing gate along the south side of Parcel 2 that will have to be removed as a consequence of the relocation of the access to Parcel 2 (the "Replacement Gate") and remove the old gate and erect a fence where the old gate was located; and (5) the Village sells Eagle Z an 0.560 acre portion of Parcel 1 as legally described and depicted on the Plat of Survey attached hereto as on **Exhibit 6** (the "Sale Parcel"), which is surplus public real estate of the Village, for the \$18,300 appraised value of the Sale Parcel, in "as is condition" and as encumbered with the permanent and temporary easements, determined by MAI appraisers Gale

Jenkins and Mike MaRous, as evidenced by the appraisal attached hereto as **Exhibit 7** (the "MAI Appraisal") Eagle Z pays the Village the sum of \$5,125 ( $\$1.119/ \text{ S.F. } \times 4,580 \text{ S.F.}$ ) for the permanent easement over the Additional Parking Parcel (which sum was determined by utilizing the MAI Appraisal value for the Sale Parcel without any reduction in value for encumbrances), and Eagle Z pays the cost to grade, lay gravel and asphalt on the Additional Parking Parcel and for laying asphalt on the balance of the Replacement Permanent Ingress, Egress and Parking Easement Parcel, and upon the terms and conditions hereinafter set forth.

L. The Village is willing to grant the Replacement Permanent Ingress, Egress and Parking Easement to construct the Relocated Access Drive, pay for the Customer Gate and the Replacement Gate, and to sell the Sale Parcel to Eagle Z for the appraised value of \$18,300 and grant an easement for parking over the Additional Parking Parcel, upon the terms and conditions hereinafter set forth, and Eagle Z and Global are willing to enter this Agreement and take on their respective obligations hereunder, upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings hereinafter set forth, the receipt and sufficiency of which is hereby irrevocably acknowledged, it is agreed by and among the parties as follows:

1. Recitals: The Recitals are hereby incorporated into the body of this Agreement.

2. A. Grant of Replacement Permanent Easement. The Village, as the owner of Parcel 1 and as Grantor, will grant to Eagle Z as Grantee and to Grantee's manager(s) members, servants, employees, agents, representatives, tenants, invitees, visitors, licensees, concessionaires, customers, successors and assigns, a permanent easement

appurtenant to Parcel 1, 40 feet to 50 feet in width, over and across the Replacement Permanent Ingress, Egress and Parking Easement Premises as legally described on Exhibit 3 and depicted on the Plat of Easement attached hereto as Exhibit 4 and again legally described thereon under the heading "Replacement Permanent Ingress, Egress and Parking Easement", for access, ingress and egress to and from the Lambert Lane right-of-way to the Sale Parcel and to Parcel 2 and for parking of customer vehicles along and perpendicular to the fence along the north side of Parcel 2 within said easement premises, by the deposit into escrow and subsequent recording of the Grant of Replacement Permanent Ingress, Egress and Parking Easement document in form as attached hereto as **Exhibit 8** upon the terms and conditions of this Agreement.

B. Grant of Additional Parking Easement. The Village, as the owner of Parcel 1 and as Grantor, will grant Eagle Z as Grantee, and to Grantee's tenants, and their respective successors and assigns, for use by their respective invitees and customers as long as Parcel 1 is used as an auto storage and salvage yard, a permanent easement appurtenant to Parcel 1, over a 4,580 S.F. portion of Parcel 1 located immediately south of the south line of Parcel 2 and immediately west of the Replacement Permanent Ingress, Egress and Parking Easement legally described on Exhibit 3 (the "Additional Parking Easement Parcel") for the sole purpose of parking of operable Global Recycling customer vehicles. Eagle Z shall pay to the Village the sum of \$5,125.00 for the Additional Parking Easement Parcel calculated at the unencumbered price per square foot market value equivalent of the Sale Parcel set forth in the MAI Appraisal (\$48,750 per acre = \$1.119 per square foot x 4,580 S.F.). Eagle Z shall also pay to the Village for the cost to fully grade, place stone, lay asphalt paving and mark the Additional Parking Easement Parcel to add ten (10) additional parking spaces along the fence on the south

property line of Parcel 2, and pay for the cost to pave and mark (including one handicapped space) the "Gravel Pavement" portion of the Replacement Permanent Ingress, Egress and Parking Easement depicted on Exhibit 5A of the Agreement (collectively, the "Additional Parking Improvements") at the unit prices in the Spaulding Road Improvement Agreement between the Village and Schroeder Asphalt Services, Inc. awarded to the low bidder on July 19, 2016. Eagle Z shall reimburse the Village for said costs within thirty (30) days of receipt of an invoice therefor after the Additional Parking Improvement work is completed.

3. Abrogation, Release and Termination of Easements. Provided the Village is able to utilize the CN Noise Mitigation Money for the cost of constructing and installing the Relocated Access Drive and Replacement Gate, the Village will pay for and cause the Customer Gate and the Relocated Access Drive to be constructed and pay for the cost of installing the Relocated Gate, removing the old gate and erecting a fence where the old gate was located. Upon completion of the Relocated Access Drive, Eagle Z and Global shall each execute a separate Abrogation, Release and Termination of Easements abrogating, releasing and terminating all right, title and interest in and to the 2009 Permanent Easement Premises and the 2009 Temporary Easement Premises granted under the 2009 Easement Agreement, in form as attached hereto as **Exhibit 9** except as said document is required to be modified to satisfy the Title Insurer; and an Abrogation, Release and Termination of Roadway Easement Grant in form attached hereto as **Exhibit 10** except as said document is required to be modified to satisfy the Title Insurer; and deposit the same in escrow pursuant to paragraph 10 and subsequent recording upon the terms and conditions of this Agreement. Upon recording of the Grant of Replacement Permanent Ingress, Egress and Parking Easement and provided the Village has

constructed the Relocated Access Drive and paid for the Customer Gate and the Replacement Gate, the Abrogation, Release and Termination of Easements and the Abrogation, Release and Termination of the Roadway Easement Grant, and the Village shall then be authorized post closing, and is hereby granted a license by Eagle Z, to install a barrier curb along the south line of Parcel 1 and Parcel 2 to prevent further ingress and egress from Spaulding Road to said parcels.

4. Sale. Eagle Z agrees to purchase and the Village hereby agrees to sell the Sale Property as surplus property, and all other rights and interests appurtenant thereto, upon the terms and conditions herein set forth. Eagle Z agrees to pay for, and the Village is willing to grant, the easement over the Additional Parking Easement Parcel, which is surplus property, upon the terms and conditions herein set forth.

5. Purchase Price. The Purchase Price for the Sale Property shall be Eighteen Thousand Three Hundred Dollars (\$18,300.00), plus or minus prorations, and shall be paid by Eagle Z by certified check, cashier's check or wire transfer payable to the title company at the time of closing, as hereinafter provided. The said Purchase Price shall be reduced by the cost of the Customer Gate and the Replacement Gate, and if the cost of said gates exceeds the Purchase Price for the Sale Property, the Village will pay the difference to Eagle Z.

6. Survey. The Village has delivered to Eagle Z a Plat of Survey of the Sale Property which is attached hereto as **Exhibit 6**, which Eagle Z has determined is acceptable.

7. Title Commitment and Policy. A. Within thirty (30) days after Effective Date of this Agreement, the Village shall cause to be delivered to Eagle Z, at the Village's expense, a written commitment (the "Title Commitment") from Chicago Title Insurance

Company (the "Title Insurer") to issue its ALTA Form 1970-B owner's title insurance policy in the minimum amount of \$50,000.00, together with copies of any and all restrictions, covenants, conditions and any and all easements of record as set forth in the Title Commitment, subject to the general exceptions contained in owner's policies customarily issued by the Title Insurer, insuring Eagle Z's title to the Sale Property, including, without limitation, those easements running for the benefit of Parcel 1 on or after the Effective Date hereof, subject only to the following special exceptions: (1) general real estate taxes on the Real Estate for the year 2015 and taxes for subsequent years; (2) zoning, building and other laws and ordinances; (3) covenants and restrictions of record; (4) drainage ditches, feeders, laterals and drain tile, pipe or other conduit; (5) the Grant of Permanent Access and Agreement for Temporary Easement for Additional Access and Parking dated June 16, 2009, recorded May 12, 2010 as Document No. 1013231102; (6) the Roadway Easement Grant; (7) acts done or suffered by or judgments against Eagle Z or Global, or those claiming, by, through or under Eagle Z or Global, all of which are hereinafter referred to as the "Permitted Exceptions", and title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at Closing and which shall be removed at that time by using the funds paid by Eagle Z at Closing, if available and in any event any such special endorsement of Eagle Z's lender being at Eagle Z's cost and expense.

B. If the Title Commitment and the Plat of Survey, or either of them, disclose (1) exceptions to title other than the Permitted Exceptions, (2) liens or encumbrances of an ascertainable amount which may be removed by the payment of money at Closing, or (3) survey matters that render the title unmarketable, the Village shall have thirty (30) days from the date of delivery of the Title Commitment to Eagle Z to have such exceptions

removed from the Title Commitment (or to have the Title Insurer commit to insure for the full amount of the Title Commitment against any loss or damage that may be caused by such unpermitted exceptions and further commit to reissue such coverage in subsequent policies of title insurance insuring title to the Sale Property) and provide evidence thereof to Eagle Z. If the Village is able to cure such unpermitted exceptions by having the Title Insurer waive such exceptions or commit to insure over the same, then Eagle Z shall proceed in accordance with the provisions of this Agreement. If The Village fails to have such exceptions removed or insured over within such time period, Eagle Z may elect, on or before the Closing Date, to (1) terminate this Agreement, or (2) proceed to close the transaction contemplated hereby and accept title subject to such unpermitted exceptions with the further right to deduct from the Purchase Price amounts secured by unpermitted liens or encumbrances of a definite or ascertainable amount, and to cause the Title Insurer to issue its endorsement insuring against damage or loss caused by any such unpermitted exceptions and deduct from the Purchase Price the cost of premiums and security provided for said endorsements, as the case may be.

C. The closing shall be "New York Style", and at closing Eagle Z shall receive from the Title Insurer a Title Policy at the Village's expense to cover the Closing Date and the recording of (1) the deed to the Sale Property, (2) the Grant of Replacement Permanent Ingress, Egress and Parking Easement; and (3) a grant of easement for the Additional Parking Easement Parcel, concurrent with the Closing Date. The Title Policy shall be on an ALTA Owner's Form, subject only to the Permitted Exceptions, in an amount equal to the purchase price, showing Eagle Z as the owner insured thereunder.

10. Closing.

A. The closing of this transaction, including the making of all deposits in the Escrow including the making of all deposits in the Escrow required to be made pursuant to the terms of this Agreement and the Escrow Agreement, shall take place on the 30<sup>th</sup> day following the completion of the Relocated Access Drive, at the Lisle office of Chicago Title Insurance Company (the "Closing" or the "Closing Date").

B. On or before the Closing Date, the Village shall deposit or cause to be deposited in the Escrow the following closing documents:

- (1) A recordable Warranty Deed in appropriate form to convey the Sale Property to Eagle Z, free and clear of any liens, leases, easements, covenants, encumbrances or restrictions of any nature whatsoever except the Permitted Exceptions;
- (2) Grant of Replacement Permanent Ingress, Egress and Parking Easement.
- (3) An affidavit executed by The Village in form and substance acceptable under Section 1445 of the Internal Revenue Code, as amended, setting forth under penalty of perjury, The Village's United States taxpayer identification number and certifying that The Village is not a "foreign person" as that term is used under Section 1445 (b)(2) of the Internal Revenue Code, as amended;
- (4) Executed ALTA Statements;
- (5) An affidavit of title;
- (6) A GAP undertaking in form as customarily required by the Title Insurer;
- (7) Such other documents, instruments, certifications, resolutions and confirmations as may reasonably be required by the Title Insurer and the Eagle Z, or either of them, to fully effect and consummate the transactions contemplated hereby; and
- (8) Grant of easement for parking over the Additional Parking Easement Parcel.

C. On or before the Closing Date, Eagle Z shall deposit or cause to be deposited into the Escrow the following:

- (1) Executed ALTA Statements;
- (2) Abrogation, Release and Termination of Easements of the 2009 Permanent Easement and Release of the 2009 Temporary Easement, each granted under the 2009 Easement Agreement, and termination of the 2009 Easement Agreement.
- (3) Abrogation, Release and Termination of the Roadway Easement Grant.
- (4) The balance of the Purchase Price as set forth in Paragraph 6, if any; and
- (5) A GAP undertaking in form as customarily required by the Title Insurer, if any.
- (5) Such other documents, instruments, certifications, resolutions and confirmations as may reasonably be required by the Title Insurer and the Village, or either of them, to fully effect and consummate the transactions contemplated hereby.
- (6) Payment of monies owed the Village hereunder in the form of a cashier's check or wire transfer.

D. On or before the Closing Date, the Village and Eagle Z shall jointly deposit or cause to be deposited into the Escrow the following:

- (1) Jointly executed Closing Statement; and
- (2) Such municipal, county and state real estate transfer declarations or exemption certifications as may be required.

11. The Village shall pay all charges not expressly required to be paid by Eagle Z and/or Global herein, including, without limitation, all title and recording charges (except for recording of loan documents) and title insurance premiums, fees and any transfer or stamp tax imposed by State, County or Municipal law or ordinance, unless exempt therefrom, and the cost of the Survey. The parties shall split equally the closing and deed and money escrow fees. After the closing and issuance of a later date title policy insuring the Sale Parcel, including access thereto and to Parcel 2 by virtue of the Grant of Replacement Permanent Ingress, Egress and Parking Easement in lieu of the abrogated, released and terminated 2009 Permanent Easement, the 2009 Temporary Easement,

and/or the Roadway Easement Grant, the Village shall have the right to install and construct a barrier curb and/or non-mountable median to prevent further road access to and from Parcel 1, Parcel 2 and/or the Sale Parcel off of Spaulding Road.

12. Disconnection and Zoning in County. Given that auto storage and salvage yards are not permitted or special uses under any Village of Bartlett Zoning District after Eagle Z has purchased the Sale Parcel, the Village will pass an ordinance disconnecting the Sale Parcel from the Village, within sixty (60) days of receipt of (1) a proper petition to disconnect the Sale Parcel from the Village of Bartlett; and (2) a plat of disconnection of the Sale Parcel. The Village agrees that it will not object to any petition or application to consolidate the Sale Parcel with Parcel 1 or to rezone the Sale Parcel in Cook County to the same zoning as on Parcel 1, including any petition for a special or conditional use to allow an expansion of the auto storage and salvage yard use and/or construct a building ancillary to said use with a building height of not greater than 30 feet provided (i) the existing fence remains or is relocated or a fence of the same size, quality and appearance is erected along the east line of the Sale Parcel; and ~~(ii) no audio speakers which amplify sound shall be placed upon the Sale Parcel or the Additional Parking Easement Parcel.~~

W. Z ✓  
J. 2

13. Global Post-Closing Truck Restrictions. After the closing on the sale of the Sale Parcel to Eagle Z and the completion of the Relocated Access Drive, Eagle Z and Global agree that as long as: (i) Eagle Z (or an entity in which William Zuccaro has an interest) owns the Sale Parcel; and/or (2) Global (or another entity in which William Zuccaro owns stock or a membership interest, or is an officer, director or manager) operates an auto storage and salvage yard or similar or ancillary use on the Sale Parcel, no truck or commercial vehicle greater than 8,000 pounds gross weight (D Plate and above) or any tow truck or flatbed truck, irrespective of size, which is owned, leased

and/or operated by Global, or any affiliate of Global or Eagle Z (the "Global Trucks") shall travel upon Lambert Lane north of the Relocated Access Drive, or upon Naperville Road, or Spaulding Road east of Lambert Lane (the "Prohibited Truck Routes"), provided the Permitted Truck Routes defined herein below are open. From and after the closing on the Sale Parcel and completion of the Relocated Access Drive, the Global Trucks shall access and travel to and from Parcel 2 utilizing only the following routes:

- From the North: Lake Street to Bluff City Blvd., south then west to Gifford Road, south to Spaulding Road, east to Lambert Lane, north to the Relocated Access Drive for Parcel 2.
- From the South: West Bartlett Road to Gifford Road, north to Spaulding Road, east to Lambert lane, north to the Relocated Access Drive for Parcel 2.
- From the West: Route 25 to West Bartlett Road, east to Gifford Road, north to Spaulding Road, east to Lambert Lane, north to the Relocated Access Drive for Parcel 2.
- From the East: Route 59 to (i) West Bartlett road, west to Gifford Road, north to Spaulding Road east to Lambert Lane, north to the Relocated Access Drive for Parcel 2, or (ii) Lake Street west to Bluff City Blvd., south then west to Gifford Road, south to Spaulding Road east to Lambert Lane, north to the Relocated Access Drive for Parcel 2.

(the "Permitted Truck Routes"), provided said Permitted Truck Routes are open. Eagle Z shall amend its lease with Global making it a default thereunder for any of the Global Trucks to use the Prohibited Truck Route and mandating that the Global Trucks use the Permitted Truck Routes. Eagle Z shall include similar provisions in every lease renewal or new lease for its other tenants on Parcel 2, if any ("Grantee's Other Tenants") to make it a default under said renewed or new leases to prohibit said tenants from allowing their commercial vehicles to use the Prohibited Truck Routes and mandating said tenants to only use the Permitted Truck Routes for their respective commercial vehicles for access to Parcel 2 provided the Permitted Truck Routes are open. The foregoing truck route

restriction shall be an ongoing contractual obligation binding upon Eagle Z and Global, and upon each of their respective affiliates, successors and assigns, and said obligations shall not merge with the delivery of the deed to the Sale Parcel from the Village to Eagle Z. The use of Prohibited Truck Routes and/or failure to only use a Permitted Truck Route by a Global customer shall not constitute a default under this Agreement. The use of the Prohibited Truck Route and/or the failure to use a Permitted Truck Route for access by Eagle Z and Global, or either of them, or by their respective, managers, members, officers, directors, employees, affiliates, successors and assigns shall constitute a default or breach of this contract, however, in the event of any such default or breach, there shall be no reversion or reverter of title to the Sale Parcel, but the Village may enforce this provision by the levy of a fine and shall have all available remedies for each violation as provided by state statute or local ordinance as they may be amended from time, and Global waives any defense to any overweight or prohibition against tow trucks on any of the Prohibited Routes on the basis that travel upon said road is for local delivery. In the event of repeated violations or defaults here under and the failure stop said violations and/or cure said defaults the Village shall be entitled to enforce this provision by injunctive relief.

14. Default/Remedies. Other than a default or breach of the Global truck route restrictions set forth in paragraph 13 which provides for its own default and remedy provisions, in the event of any other default or breach of this Agreement, the non-defaulting party shall be entitled to all available remedies at law and/or in equity.

15. Attorney's Fees. In the event either party enforces this instrument by appropriate action in a court of law, the prevailing party in such litigation shall be entitled to recover as part of its costs, its reasonable attorney's fees.

16. Notice. All notices hereunder shall be deemed properly served if delivered in person by commercial overnight air courier, by facsimile or by registered or certified U.S. Mail, return receipt requested, with postage prepaid to the following or to such other or additional parties and addresses as either Grantor or Grantee may subsequently designate by notice:

If to Grantor: Village of Bartlett  
228 South Main Street  
Bartlett, Illinois, 60103  
Attn: Valerie L. Salmons, Village Administrator  
Telephone: 630-837-0800  
Fax: 630-837-2468

With Copies to: Bryan E. Mraz, Esq.  
111 East Irving Park Rd.  
Roselle, Illinois, 60172-2070  
Telephone: 630-529-2541  
Fax: 630-529-2019

If to Grantee: Eagle Z Properties, LLC  
357 Eagle Lane  
Bloomington, Illinois, 60108  
Attn: William Zuccaro  
Telephone: 847-608-4700  
Fax: 847-608-9777

With Copies to: Salvatore Spaccaferro, Esq.  
One Woodfield Place  
1701 E. Woodfield Road  
Suite 1101  
Schaumburg, Illinois, 60173  
Telephone: 630-628-5400  
Fax: 847-464-5935

If to Global: Global Auto Recycling & Repair Corp.  
31 W 450 Spaulding Road  
Elgin, Illinois, 60120  
Attn: Joseph Zuccaro  
Telephone: 847 – 608-4700  
Fax: 847 – 608-9777

With Copies to: Salvatore Spaccaferro, Esq.  
One Woodfield Place  
1701 E. Woodfield Road  
Suite 1101  
Schaumburg, Illinois, 60173  
Telephone: 630-628-5400  
Fax: 630-628-5402

17. Effective Date. The "Effective Date" or the "Contract Date" of this Agreement shall be the date of final signature herein by the last of Eagle Z and The Village to execute this Agreement.

18. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the purchase and sale of the Property, and the same may not be ended, modified or discharged, except by an instrument in writing signed by the party to be bound thereby.

19. Persons Bound. This Agreement, and all covenants and provisions herein contained, shall bind and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors and assigns.

20. Further Assurances. The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances as to take all such further action before or after the Closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

21. Survival and Benefit. All representations, warranties, agreements and obligations of the parties shall, notwithstanding any investigation made by any party hereto, survive the closing and the same shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Neither party shall assign all or any

part of its interest under this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld.

22. No Third Party Benefits. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective nominee, heirs, successors and assigns, and no third party is intended to or shall have any rights hereunder, except for Global, which is a third party beneficiary of this Agreement.

23. No Partnership or Joint Venture. Nothing contained in this Agreement is intended or shall be construed in a manner to create any relationship between The Village and Eagle Z other than the relationship or Eagle Z and the Village, and The Village and Eagle Z shall not be considered agents of the other, joint venturers or partners for any purpose.

24. No Recording. Neither this Contract nor any notice or memorandum hereof (except a Lis Pendens Notice filed contemporaneously with the filing of a lawsuit for specific performance of this Contract) shall be recorded against the Sale Property without the Village's express written consent.

25. Interpretation.

A. The headings and captions herein are inserted for reference only and the same shall not limit or construe the paragraphs or sections to which they apply or otherwise affect the interpretation hereof.

B. The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms shall refer to this Agreement, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Agreement.

C. Words of the masculine, feminine or neuter gender shall mean and include the correlative words of other genders, and words importing the singular number shall mean and include the plural number and vice versa where the context so requires.

D. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

E. The terms "include," "including," and similar terms shall be construed as if followed by the phrase "without being limited to."

F. This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed an original, but all of this together shall constitute on and the same instrument.

G. Whenever under the terms of this Agreement time for performance of a covenant or condition falls upon a Saturday, Sunday or holiday, such time for performance shall be extended to the next business day. Otherwise all references herein to "days" shall mean calendar days.

H. All exhibits attached to this Agreement are hereby incorporated as a part of this Agreement by reference.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals on the days and dates written below.

Dated: \_\_\_\_\_, 2016

VILLAGE OF BARTLETT

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

Attest:

\_\_\_\_\_  
Lorna Gilles, Village Clerk

Dated: August 9, 2016

EAGLE Z PROPERTIES, LLC

By: \_\_\_\_\_  
Name: William M. Zuccaro  
Title: SOLE MEMBER ZUCCARO

GLOBAL AUTO RECYCLING & REPAIR CORP.

By: \_\_\_\_\_  
Name: JOE ZUCCARO  
Title: PRESIDENT

## INDEX OF EXHIBITS

<u>Exhibit No.</u>	<u>Exhibit</u>
1	Legal Description of Village Owned Property (Parcel 1)
2	Legal Description of Eagle Z Owned Property (Parcel 2)
3	Legal Description of Replacement Permanent Ingress and Egress Easement
4	Plat of Easement for the Replacement Permanent Ingress and Egress Easement
5A	Construction Details for Global Driveway Plan
5B	Spaulding Road Quiet Zone Parking Lot Exhibit
6	Legal Description and Plat of Survey of 0.560 Acre Sale Parcel
7	Jenkins and MaRous MAI Appraisal
8	Form of Grant of Replacement Permanent Easement for Ingress, Egress, and Parking Easement
9	Form of Abrogation, Release and Termination of Easements (2009 Permanent Easement and 2009 Temporary Easement)
10	Form of Abrogation, Release and Termination of Roadway Easement Grant

**Exhibit 1**

**Legal Description of Parcel 1 (Grantor's Parcel)**

**LOT 127 IN CASTLE CREEK OF BARTLETT, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2004 AS DOCUMENT NO. 0417534056, IN COOK COUNTY, ILLINOIS.**

**PIN: 06-29-301-001-0000**

**Exhibit 2**

**Legal Description of Parcel 2 (Grantee's Parcel)**

THAT PART OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, WITH THE EAST LINE OF THE RIGHT OF WAY OF THE WAUKEGAN AND SOUTHWEST RAILWAY COMPANY; THENCE NORTHEASTERLY 12 RODS; THENCE EAST 26 RODS; THENCE SOUTH 17 RODS TO THE NORTH LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY, THENCE NORTHWESTERLY TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PERMANENT PARCEL INDEX NO. 06-29-300-004-0000

### EXHIBIT 3

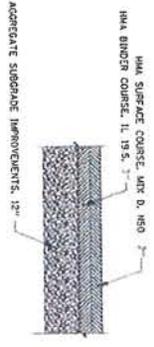
#### INGRESS, EGRESS AND PARKING EASEMENT

THAT PART OF LOT 127 IN CASTLE CREEK OF BARTLETT, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2004 AS DOCUMENT NUMBER 0417534056, DESCRIBED AS FOLLOWS:

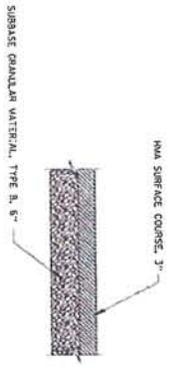
COMMENCING AT THE SOUTHEASTERLY MOST CORNER OF SAID LOT 127; THENCE SOUTH 88 DEGREES 57 MINUTES 32 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 127, A DISTANCE OF 48.14 FEET TO A LINE 90.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 127; THENCE NORTH 00 DEGREES 01 MINUTE 45 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 255.04 FEET TO THE SOUTHEASTERLY EXTENSION OF A SOUTHERLY LINE OF SAID LOT 127; THENCE NORTH 71 DEGREES 00 MINUTES 57 SECONDS WEST ALONG SAID SOUTHEASTERLY EXTENSION A DISTANCE OF 42.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 71 DEGREES 00 MINUTES 57 SECONDS WEST ALONG SAID SOUTHEASTERLY EXTENSION AND SOUTHERLY LINE, A DISTANCE OF 157.00 FEET; THENCE NORTH 18 DEGREES 59 MINUTES 03 SECONDS EAST, A DISTANCE OF 44.00 FEET TO A LINE 44.00 FEET NORTHERLY OF AND PARALLEL WITH A SOUTHERLY LINE OF SAID LOT 127; THENCE SOUTH 71 DEGREES 00 MINUTES 57 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 115.28 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 85.88 FEET, A CHORD BEARING NORTH 51 DEGREES 09 MINUTES 25 SECONDS EAST AND A CHORD DISTANCE OF 85.22 FEET; THENCE NORTH 63 DEGREES 27 MINUTES 31 SECONDS EAST, A DISTANCE OF 19.61 FEET TO THE WESTERLY LINE OF LAMBERT LANE; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE, SAID LINE BEING ALSO A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 967.00 FEET AN ARC LENGTH OF 41.14 FEET, A CHORD BEARING SOUTH 13 DEGREES 04 MINUTES 14 SECONDS EAST AND A CHORD DISTANCE OF 41.13 FEET; THENCE SOUTH 63 DEGREES 27 MINUTES 31 SECONDS WEST ALONG A NON-TANGENT LINE A DISTANCE OF 10.03 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 160.00 FEET, AN ARC LENGTH OF 83.50 FEET, A CHORD BEARING SOUTH 48 DEGREES 30 MINUTES 27 SECONDS WEST AND A CHORD DISTANCE OF 82.56 FEET; THENCE SOUTH 08 DEGREES 33 MINUTES 17 SECONDS EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 18.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



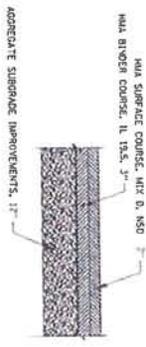




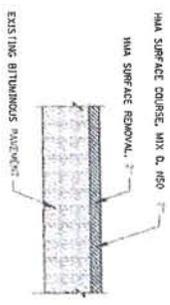
**TYP. SPAULDING ROAD PAVEMENT WIDENING SECTION**  
NOT TO SCALE



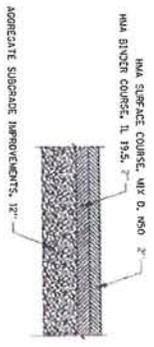
**TYP. HMA PATH SECTION**  
NOT TO SCALE



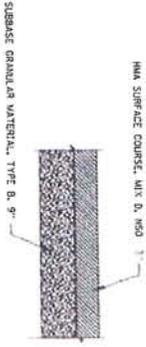
**TYP. GLOBAL DRIVEWAY PAVEMENT SECTION**  
NOT TO SCALE



**TYP. SPAULDING ROAD PAVEMENT MILLING SECTION**  
NOT TO SCALE



**TYP. TOWAR DRIVEWAY PAVEMENT SECTION**  
NOT TO SCALE



**TYP. GLOBAL PARKING LOT LIGHT DUTY PAVEMENT SECTION**  
NOT TO SCALE



**TYP. GLOBAL PARKING LOT GRAVEL PAVEMENT SECTION**  
NOT TO SCALE

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
9573 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-6500



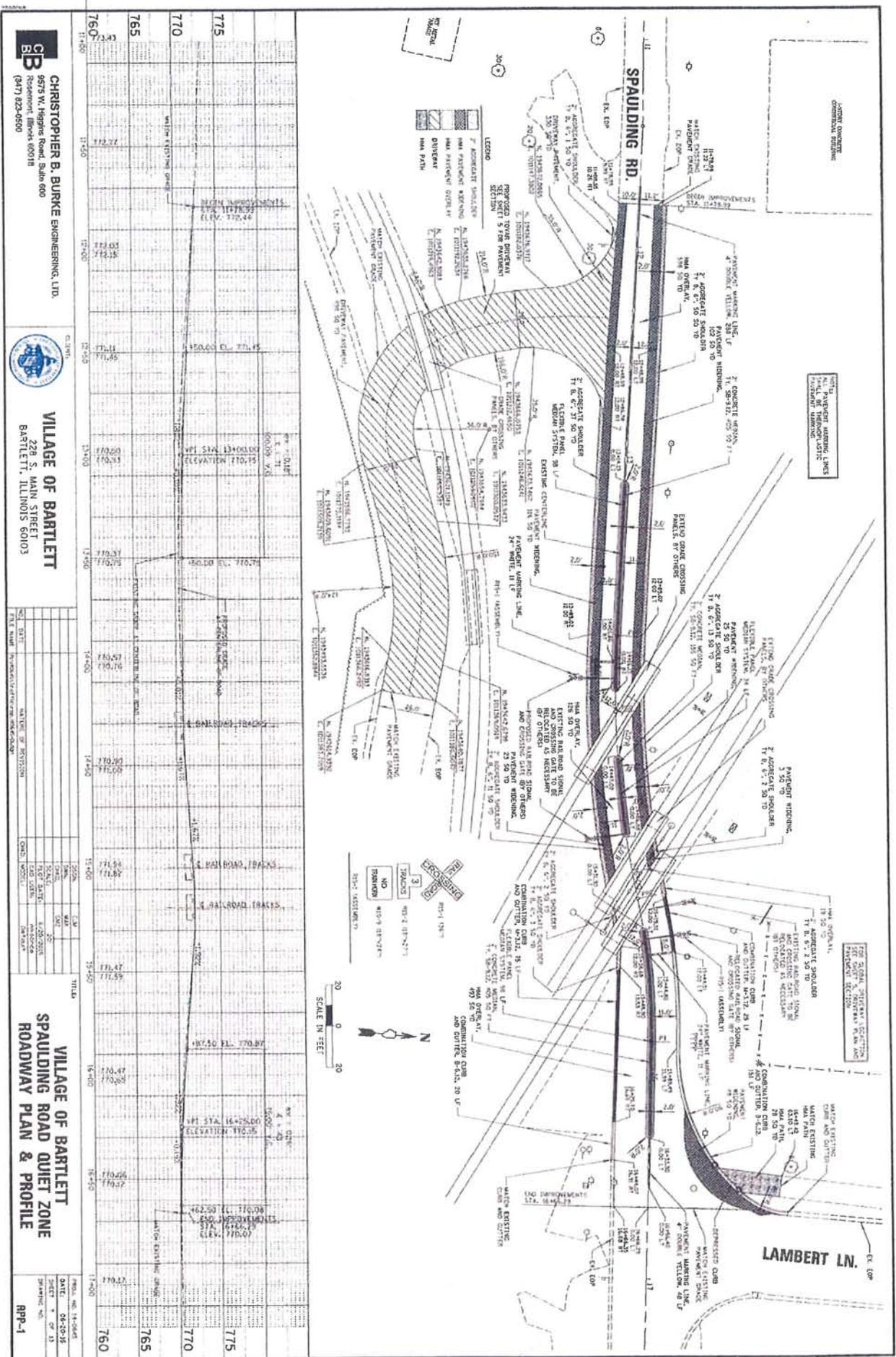
**VILLAGE OF BARTLETT**  
228 S. MAIN STREET  
BARTLETT, ILLINOIS 60103

NO.	DATE	DESCRIPTION	BY	CHECKED
1	10/1/14	ISSUE FOR PERMIT	CB	CB
2	10/1/14	ISSUE FOR CONSTRUCTION	CB	CB
3	10/1/14	ISSUE FOR RECORD	CB	CB

**VILLAGE OF BARTLETT**  
**SPAULDING ROAD QUIET ZONE**  
**CONSTRUCTION DETAILS**

PROJ. NO. 14-0049  
DATE: 09-22-14  
SHEET 5 OF 13  
DRAWING NO. DET-1





**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
 9575 W. Higgins Road, Suite 600  
 Rosemont, Illinois 60018  
 (847) 823-0500



**VILLAGE OF BARTLETT**  
 228 S. MAIN STREET  
 BARTLETT, ILLINOIS 60103

DATE	NATURE OF REVISION	BY	CHKD.	APP.

**VILLAGE OF BARTLETT**  
**SPAULDING ROAD QUIET ZONE**  
**ROADWAY PLAN & PROFILE**

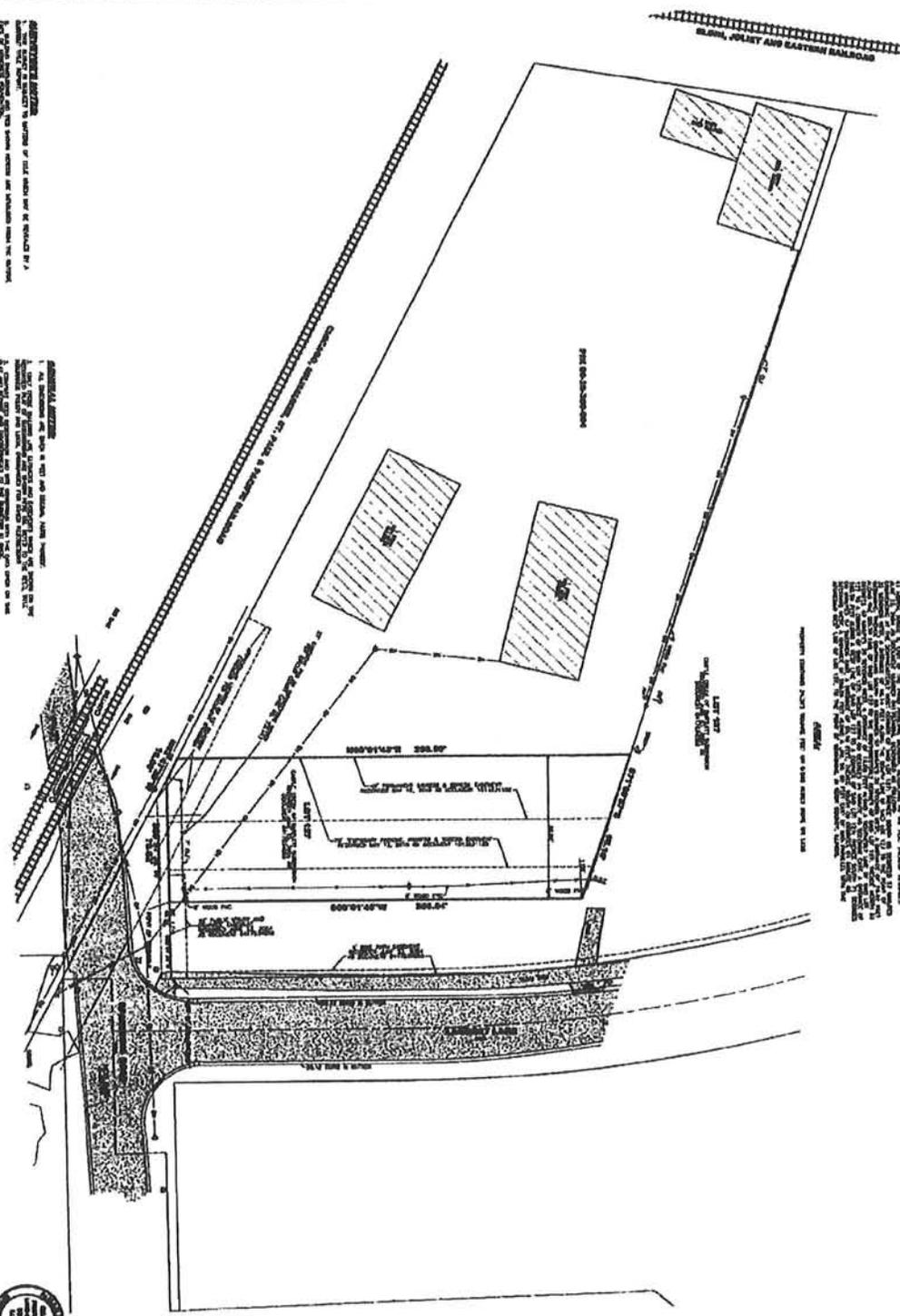
**APP-1**



<b>CLIENT:</b> <b>CHRISTOPHER B. BURKE ENGINEERING, LTD.</b> 9575 W. Higgins Road, Suite 600 Rosemont, Illinois 60018 (847) 923-0590		<b>TITLE:</b> <b>VILLAGE OF BARTLETT</b> <b>SPAULDING ROAD QUIET ZONE</b> <b>PARKING LOT EXHIBIT</b>	
<b>PROJ. NO.:</b> 14-0045 <b>DATE:</b> 05-10-16 <b>SHEET:</b> 1 OF 1 <b>DRAWING BY:</b>	<b>LOCAL:</b> LOCAL: _____ STATE: _____ COUNTY: _____ CITY/TOWNSHIP: _____ PROJECT: _____ SHEET: _____	<b>SCALE:</b> SCALE: _____ <b>DATE:</b> DATE: _____ <b>BY:</b> BY: _____ <b>CHECKED:</b> CHECKED: _____ <b>DATE:</b> DATE: _____	<b>FILE NAME:</b> 140045\SPAUDLING\SPAUDLING.PDW

# PLAT OF SURVEY

THIS PLAT OF SURVEY WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT COMES INTO ACCORDANCE WITH THE REQUIREMENTS OF THE ILLINOIS SURVEYING ACT, CHAPTER 120, ILLINOIS COMPILATION STATUTES, AS AMENDED, AND THE ILLINOIS LAND SURVEYING BOARD RULES AND REGULATIONS, CHAPTER 120, ILLINOIS COMPILATION STATUTES, AS AMENDED.



**ADJACENT PARTIES:**  
 BLANK, JOLNEY AND EASTERN RAILROADS  
 EASTERN RAILROAD COMPANY  
 JOLNEY RAILROAD COMPANY  
 BLANK RAILROAD COMPANY

**GENERAL NOTES:**  
 1. ALL DIMENSIONS ARE GIVEN IN FEET AND INCHES, UNLESS OTHERWISE SPECIFIED.  
 2. ALL BEARINGS ARE GIVEN IN DEGREES, MINUTES AND SECONDS.  
 3. ALL CORNERS ARE TO BE MARKED WITH IRON PIPES OR IRON NAILS.  
 4. ALL DIMENSIONS SHALL BE MEASURED FROM THE CENTER LINE OF THE ROAD.  
 5. PROPERTY NOT SHOWN ON THIS PLAT IS NOT PART OF THIS SURVEY.



**MERRILL COMPANY, LLC**  
 225 SOUTH MAIN STREET  
 BARTLETT, ILLINOIS 60010  
 (708) 399-1000

NO.	DATE	DESCRIPTION OF SURVEY	BY
1	08-20-13	SPAUDING ROAD AND LAMBERT LANE	MERRILL COMPANY, LLC

**PLAY OF SURVEY**  
**SPAUDING ROAD AND LAMBERT LANE**  
**BARTLETT, ILLINOIS**

**1 of 1**  
 TOTAL NUMBER OF PAGES  
 TOTAL NUMBER OF SHEETS



**STATE OF ILLINOIS**  
**SURVEYOR GENERAL**  
 I, **[Signature]**, Surveyor General of the State of Illinois, do hereby certify that the above is a true and correct copy of the original plat of survey filed in my office on the 20th day of August, 2013.

- 1. ALL DIMENSIONS ARE GIVEN IN FEET AND INCHES, UNLESS OTHERWISE SPECIFIED.
- 2. ALL BEARINGS ARE GIVEN IN DEGREES, MINUTES AND SECONDS.
- 3. ALL CORNERS ARE TO BE MARKED WITH IRON PIPES OR IRON NAILS.
- 4. ALL DIMENSIONS SHALL BE MEASURED FROM THE CENTER LINE OF THE ROAD.
- 5. PROPERTY NOT SHOWN ON THIS PLAT IS NOT PART OF THIS SURVEY.

**EXHIBIT**  
 6



MaROUS & COMPANY

October 7, 2015

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

Attention: Mr. Jim Plonczynski, Community Development Director

Subject: 0.560-acre Land Parcel  
Northwest Quadrant of Spaulding Road and Lambert Lane  
Bartlett, Illinois 60120  
PIN 06-29-301-001 (Partial)

Dear Mr. Mraz:

In conformance with the signed letter of engagement, the 0.560-acre vacant land parcel located at the northwest quadrant of Spaulding Road and Lambert Lane, in proximity to the Castle Creek planned residential development, Bartlett, Illinois, has been inspected and appraised. This appraisal report has been prepared specifically for the use of the Village of Bartlett and its counsel, Bryan E. Mraz. The purpose of this appraisal is to estimate the market values of the subject property as of September 7, 2015, in order to assist the client in determining at what price the property would sell if exposed for sale in the open market. The entire fee simple and a partial interest in the property are being appraised.

The property being appraised is a mostly rectangular-shaped land parcel that contains 0.560 acre or approximately 24,372 square feet of land area. The subject property is part of a larger, approximate 12-acre land tract of land, (the Larger Parcel) which is part of the Castle Creek planned residential subdivision development. The Larger Parcel originally was scheduled for development with a Suburban Transit Access Route (STAR) Metra station. The subject property and the larger parcel are zoned PD, Planned Development District, by the Village of Bartlett.

All utilities, including electricity, natural gas, telephone, and municipal water and sewer, are assumed to be available; however, they are not installed to the site. According to the Flood Insurance Rate Map, Panel Number 17031C163J and dated August 19, 2008, the subject property is located in a Zone X, an area that is not designated as a flood hazard area. There are no known areas of wetlands on the subject property.

The subject property is located within the far northwest side of the village of Bartlett. In general terms, the land uses to the east are within the Village of Bartlett and are residential in nature and the land uses to the west are within the City of Elgin and are industrial in use. Immediately west of the subject property is an automobile salvage yard identified as Global Auto Recyclers, which is referred to herein as the Global Parcel, and which is located in unincorporated Elgin Township. This immediate area is traversed by numerous railroad right-of-way lines. As part of a larger effort to create a Federal Railroad Administration-regulated quiet zone in this area, the Village of Bartlett is considering selling the subject

Mr. Bryan E. Mraz  
Northwest Quadrant of Spaulding Road and Lambert Lane  
October 7, 2015

property to the owner of the Global Parcel and reconfiguring the points of ingress and egress to these parcels.

The subject property is encumbered with a permanent access easement and a temporary easement for additional access and parking for the benefit of the Global Parcel. Our client has instructed us to appraise the subject property in its *as is condition* encumbered with permanent and temporary easements, and under the hypothetical condition<sup>1</sup> that the subject property is not encumbered with permanent and temporary easements.

In view of the following facts and data connected with this appraisal, the market value of the fee simple estate in the subject property under the *hypothetical condition* that the subject property is not encumbered with permanent and temporary easements, as of September 7, 2015, is:

**FORTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS**

**(\$48,750 )**

Also, in view of the following facts and data connected with this appraisal, the market value of the subject property in its *as is condition* as encumbered with permanent and temporary easements, as of September 7, 2015, is:

**EIGHTEEN THOUSAND THREE HUNDRED DOLLARS**

**(\$18,300 )**

These value estimates are contingent upon the estimated exposure time of 6 to 9 months. They are gross values and no allowance was made for brokerage commissions or costs of utilities, real estate taxes, or other carrying costs during the marketing period.

MaRous and Company has received and has relied upon verbal and written communications and documents regarding the subject property in the preparation of this appraisal report. If additional information about the subject property is received or becomes known, MaRous and Company reserves the right to determine whether this information has a substantive impact on the valuation of the subject property and to adjust values accordingly.

This document conforms to our understanding of the requirements for an appraisal report under Standard Rule 2-2 (a) of the *Uniform Standards of Professional Appraisal Practice and Advisory Opinions* (USPAP). This appraisal report is a brief recapitulation of the appraisal data, analyses, and conclusions. Supporting documentation is retained in MaRous and Company office files.

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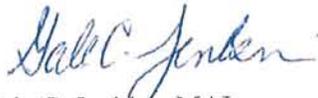
<sup>1</sup> A hypothetical condition is defined as "that which is contrary to what exists but is supposed for the purpose of the analysis." *Uniform Standards of Professional Appraisal Practice*. (Washington, D. C.: Appraisal Standards Board, 2014) U-3.

Mr. Bryan E. Mraz  
Northwest Quadrant of Spaulding Road and Lambert Lane  
October 7, 2015

This letter of transmittal is personally signed and is attached to and accompanies an appraisal report. Any use of this letter of transmittal without the accompanying appraisal report and the original signatures invalidates the certification and may result in misleading value conclusions.

Respectfully submitted,

MaRous & Company



Gale C. Jenkins, MAI  
Illinois Certified General - #553.001474 (9/17 expiration)



Michael S. MaRous, MAI, CRE  
Illinois Certified General - #553.000141 (9/17 expiration)

**APPRAISAL REPORT**  
**Northwest Quadrant of Spaulding Road and Lambert Lane**  
**Bartlett, Illinois 60120**  
**PIN 06-29-301-001 (Partial)**

**Purpose of Assignment,  
Date, and Intended Use  
and User of the Appraisal**

The purpose of this appraisal is to estimate the market values of the subject property as of September 7, 2015, in order to assist the Village of Bartlett and its counsel, Mr. Bryan E. Mraz, in determining at what prices the property would sell if properly exposed for sale in the open market. The entire fee simple and a partial interest in the property are being appraised. The definition of the fee simple estate follows. The fee simple value estimate is based on the hypothetical condition<sup>2</sup> that the subject property is not encumbered with permanent and temporary easements. The partial interest being appraised reflects the subject property's as is condition that property is encumbered with permanent and temporary easements. These encumbrances are discussed in greater detail herein.

**Fee Simple Estate**

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.<sup>3</sup>

**Market Value**

The most probable price a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;

---

<sup>2</sup> A hypothetical condition is defined as "that which is contrary to what exists but is supposed for the purpose of the analysis." *Uniform Standards of Professional Appraisal Practice*. (Washington, D. C.: Appraisal Standards Board, 2014) U-3.

<sup>3</sup> *The Appraisal of Real Estate*. 14th ed., (Chicago: Appraisal Institute, 2013) 5.

- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.<sup>4</sup>

**Sources of Property  
Identification and  
Scope of Work**

In order to develop the retrospective fee simple market value of the subject property:

- Inspections of the property have been made over the past several months over our normal course of business. The most recent inspection made by Michael S. MaRous, MAI, CRE, and Gale C. Jenkins, MAI, was on September 7, 2015;
- The physical and economic factors that could affect the property being appraised were researched;
- A plat of survey dated August 28, 2015, and prepared by Mackie Consultants, LLC, was reviewed;
- The Grant of Permanent Access Easement and Agreement for Temporary Easement For Additional Access and Parking document recorded as Document Number 1013231102 recorded on May 12, 2010, was reviewed;
- We interviewed Mr. James Plonczynski, Community Development Director with the Village of Bartlett;
- Market research was conducted to compile information concerning the general conditions affecting the commercial property in the village of Bartlett, and to develop sales of comparable vacant commercial sites;
- General and specific information regarding the village, comparable land sales, and/or relevant market data was taken from a variety of public and/or subscription sources, including mapping programs, governmental and private sector websites, and other miscellaneous resources and reference materials;
- Interviews with brokers, appraisers, developers, and lending institution representatives, as well as information from within

---

<sup>4</sup> 12 C.F.R. Part 34.42(g); 55 *Federal Register* 34696, August 24, 1990, as amended at 57 *Federal Register* 12202, April 9, 1992; 59 *Federal Register* 29499, June 7, 1994.

MaRous and Company office files, were used to provide information for this report.

## **Approaches to Value**

The valuation of real estate mainly uses a combination of three basic approaches to value: the cost approach, the income capitalization approach, and the sales comparison approach. From the values indicated by these analyses and the weight accorded to each, an opinion of value is reached based upon expert judgment within the framework of the appraisal process.

In this instance, only the sales comparison approach to value is considered relevant to the development of opinions of value because the subject property is vacant land.

This document conforms to our understanding of the requirements for an appraisal report under Standard Rule 2-2 (a) of the *Uniform Standards of Professional Appraisal Practice and Advisory Opinions* (USPAP). This appraisal report is a brief recapitulation of the appraisal data, analyses, and conclusions. Additional supporting documentation is retained in the MaRous and Company office file.

## **History and Use**

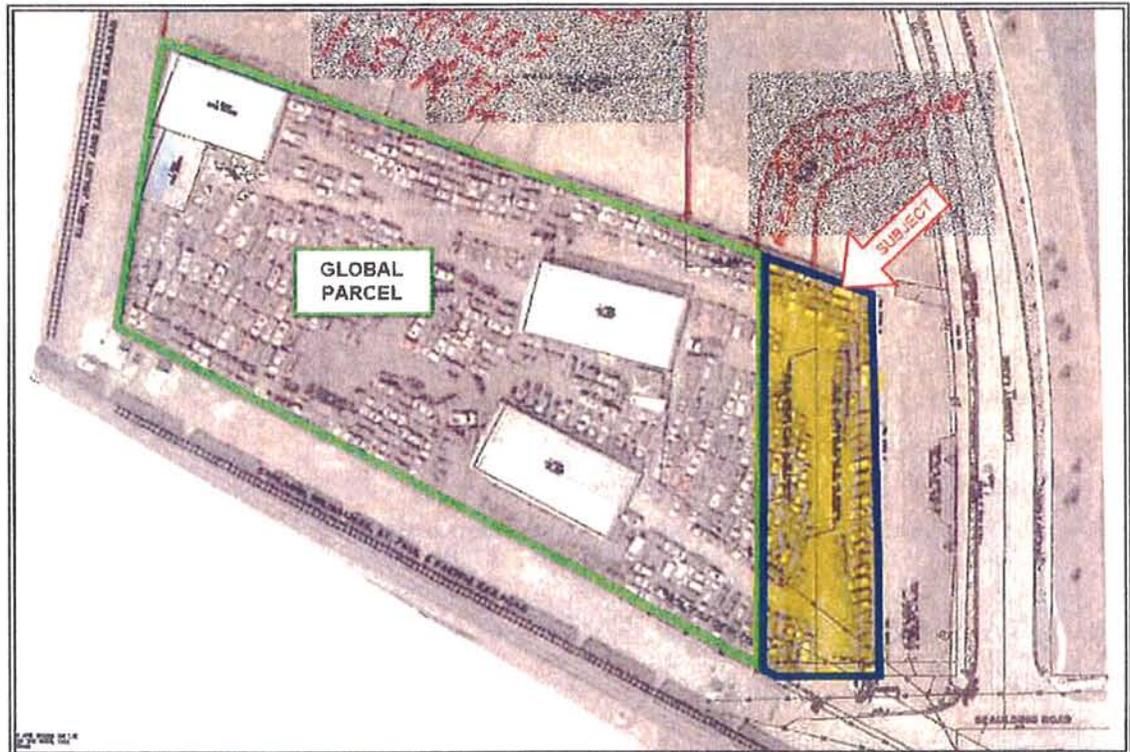
The *Uniform Standards of Professional Appraisal Practice* (USPAP) requires reporting and analysis of any sale transactions and any current listing, pending sale, or option involving the subject property during the past 3 years.

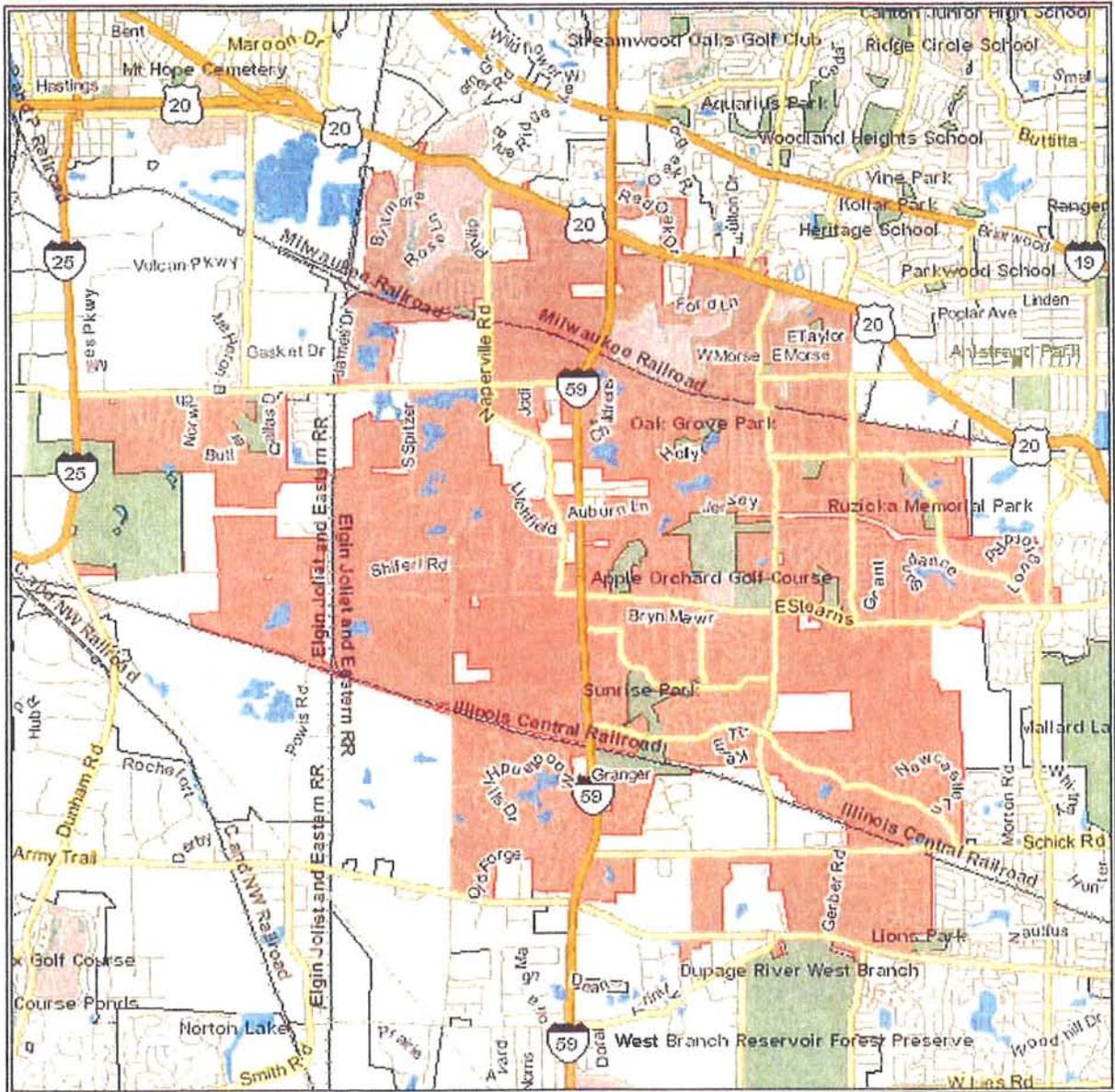
The subject property is a 0.560-acre land parcel that is part of an approximately 12-acre land parcel, the Larger Parcel. According to information provided to us by our client, the subject property, and the Larger Parcel of which it is a part, is owned by the Village of Bartlett in fee simple estate. The Larger Parcel and the subject property are zoned PD, Planned Development District, by the Village of Bartlett, and are part of the Castle Creek planned residential subdivision development. The Larger Parcel originally was scheduled for development with a Suburban Transit Access Route (STAR) Metra station. The

development of the STAR rail project is no longer being considered and the Larger Parcel has remained undeveloped. Mr. Plonczynski reported there are no foreseeable plans for the development of the Larger Parcel.

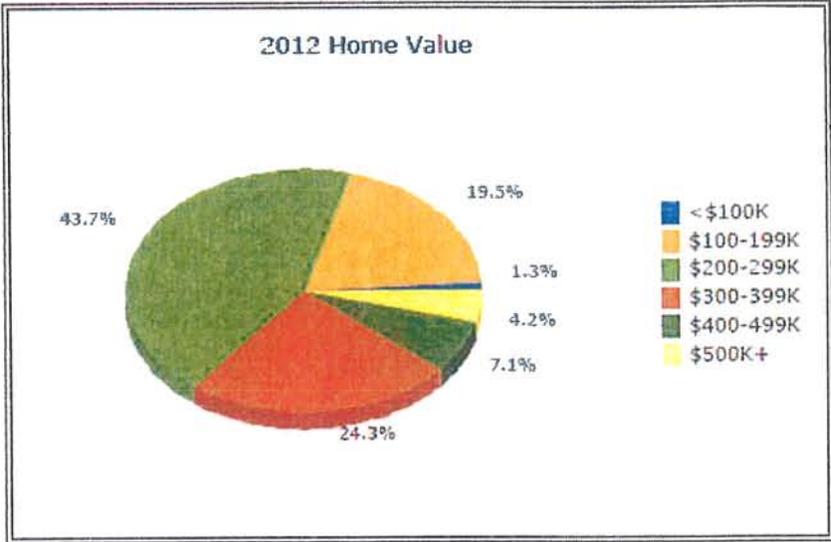
We refer the reader to the Site Description section of this appraisal report for further discussion of the subject property and how it relates to the Larger Parcel.

Immediately west of the 0.56-acre subject property is a tract of land owned by Eagle Z Properties, LLC. This parcel is leased to and is occupied by Global Auto Recyclers for the use as an automobile salvage yard. For the purposes of this appraisal, we are referring to this parcel as the Global Parcel. The following exhibit is annotated to depict the subject property, shaded in yellow, and the Global Parcel, outlined in green. This exhibit was taken from a preliminary working document utilized by the Village of Bartlett; it provided to us by our client and is not an official plat of survey.





According to STDB, and estimated as of 2012, Bartlett has 14,557 housing units, of which 86 percent are owner-occupied. Of these, approximately 76.5 percent have a mortgage. The median annual household income is \$88,021, and the median single-family house value is \$262,941. The following STDB graph illustrates the distribution of single-family house values in the community.



**Immediate Environs**

The subject property is located within the far northwest side of the village of Bartlett. This immediate market area can be defined by U.S. Route 20 to the north, by Naperville Road to the east, by West Bartlett Road to the south, and by the corporate limits of Bartlett to the west. An Elgin Canadian Pacific railroad right-of-way forms the boundary between Bartlett and Elgin in this area. The extent and location of the railroad tracks within this immediate market area is a key consideration in this appraisal. The area generally is bifurcated in an east/west direction by a Canadian Pacific main line right-of-way. Also in the area, a short distance to the south and west of the subject property, are three additional rail connections with this main line. These rail connections result in rather unsafe rail crossings and have been the impetus to establish a Federal Railroad Administration quiet zone in this area.

Overall, this immediate area within Bartlett is predominantly residential in nature with a strong transitional character. Generally speaking, land uses to the east are within the Village of Bartlett and are residential and the land uses to the west are within the City of Elgin and are industrial in use.

The residential subdivision known as Castle Creek is located immediately north and east of the subject property. This neighborhood is a planned residential development, zoned PD, Planned Development

District, by the Village of Bartlett, and the Larger Parcel of which the subject property is a part originally was scheduled for development with a Suburban Transit Access Route (STAR) Metra station. Other land uses to the north and east of the subject property and within Bartlett include an 8-acre neighborhood park known as Riley's Run Park and Villa Olivia, a multipurpose recreational/golf course and banquet facility owned and operated by the Bartlett Park District. There are some light industrial uses located east of the subject property and within the corporate limits of Bartlett. These are located a short distance to the east and south and include a vehicle storage yard for QCSA Copart automobile auctions and a snow removal equipment storage yard.



Immediately west of the subject property is an automobile salvage yard known as Global Auto Recyclers, this is the Global Parcel referred to in the History and Use section of this appraisal report. This property is located in unincorporated Elgin Township, between Bartlett to the east

and Elgin to the west, and is of particular interest in this analysis. The owner of this property has leased the property to Global Auto Recyclers and is interested in acquiring the subject property.

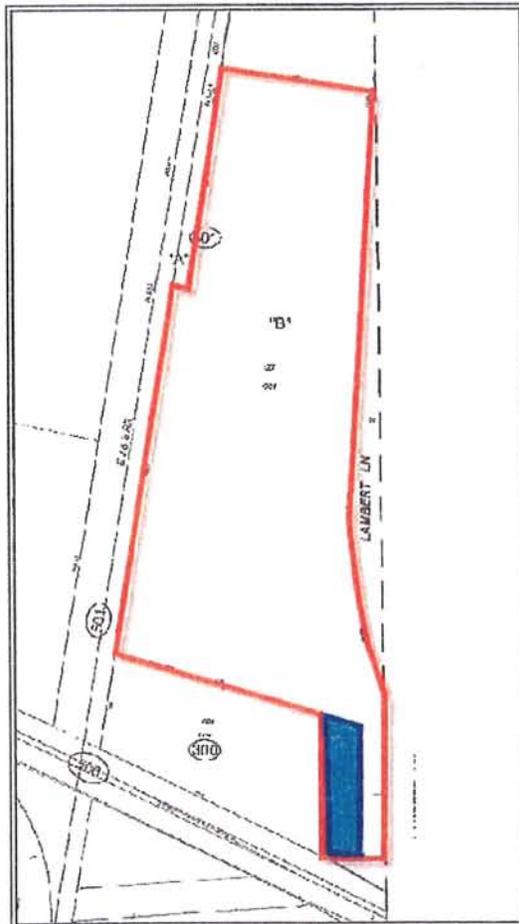
Further to the west, the number and intensity of the industrial land uses increases. These parcels are situated within the City of Elgin and include Midwest Compost, a landscape and yard waste handler; Material Handling Wholesale, a forklift parts wholesaler; Redmon's Towing; Express Trailer, Inc., a trailer leasing and storage company; other outside storage users; a transformer station, etc. These industrial uses continue along the east side of Gifford Road and include ModSpace, a company that leases and stores modular contractor's office units; Elgin Energy Center, a natural gas-powered peaker-power plant; Bluff City Materials, a sand and gravel operation; and Concrete Specialties Companies, a manufacturer of precast concrete products.

Other land uses of note in this section of Elgin and a short distance west of the subject property include the Bluff Spring Fen, a 160-acre Cook County Forest Preserve, and the Bluff City Cemetery, a 108-acre, city of Elgin owned and operated nonsectarian cemetery.

All of the land uses within the subject's immediate market area are well established and show average to good maintenance levels. There are no market trends that would indicate a significant change in the use or character of this immediate market area.

## Site Description

The property being appraised is a mostly rectangular-shaped land parcel that contains 0.560 acre or approximately 24,372 square feet of land area. This land area was taken from the plat of survey provided to us by our client, a reduced copy of which is included in this report. The subject property is part of a larger, approximately 12-acre land tract which is referred to as the Larger Parcel. The Larger Parcel is depicted below outlined in red and the subject property is depicted in blue.



The following is a legal description of the subject property that was taken from the plat of survey.

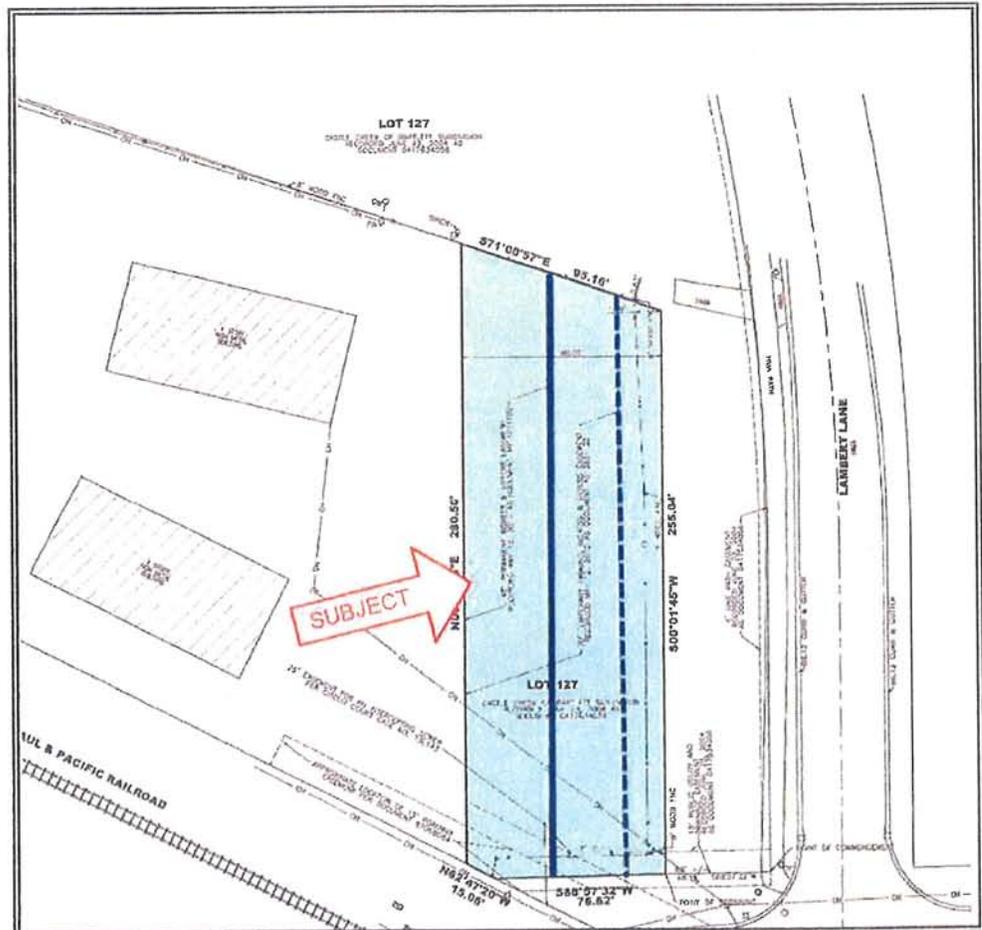
**PROPERTY DESCRIPTION:**

THAT PART OF LOT 127 IN CASTLE CREEK OF BARTLETT, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2004 AS DOCUMENT NUMBER 04:17534056, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEASTERLY MOST CORNER OF SAID LOT 127; THENCE SOUTH 88 DEGREES 57 MINUTES 32 SECONDS WEST, A DISTANCE OF 48.14 FEET ALONG THE SOUTH LINE OF SAID LOT 127 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 57 MINUTES 32 SECONDS WEST, A DISTANCE OF 76.62 FEET ALONG THE SOUTH LINE OF SAID LOT 127 TO THE SOUTHWESTERLY CORNER OF SAID LOT 127; THENCE NORTH 62 DEGREES 47 MINUTES 20 SECONDS WEST, A DISTANCE OF 15.06 FEET ALONG A SOUTHERLY LINE OF SAID LOT 127 TO A CORNER OF SAID LOT 127; THENCE NORTH 00 DEGREES 01 MINUTE 45 SECONDS EAST, A DISTANCE OF 280.50 FEET ALONG A WEST LINE OF SAID LOT 127 TO A CORNER OF SAID LOT 127; THENCE SOUTH 71 DEGREES 00 MINUTES 57 SECONDS EAST, A DISTANCE OF 95.16 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 45 SECONDS WEST, A DISTANCE OF 255.04 FEET ALONG A LINE 90.00 FEET EAST OF AND PARALLEL WITH THE AFORESAID WEST LINE OF LOT 127, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**AREA:**

PROPERTY CONTAINS 24,372 SQUARE FEET OR 0.560 ACRES MORE OR LESS.

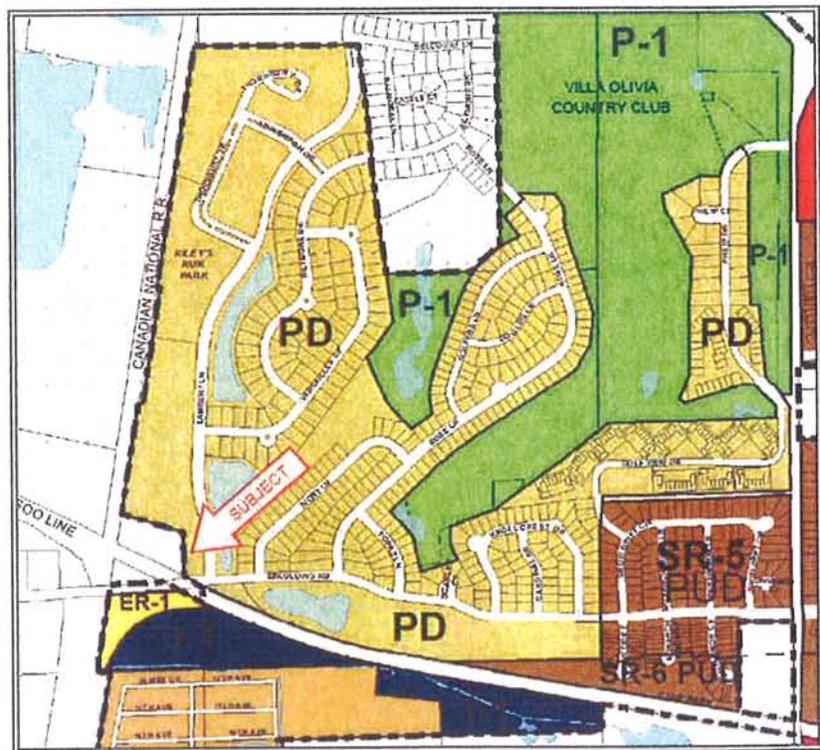
The following exhibit is an annotated copy of a portion of the plat of survey which depicts the subject property, shaded in blue.



The solid blue line denotes the eastern boundary of the permanent easement area and the dashed blue line denotes the eastern boundary of the temporary easement. A closer observation of this exhibit shows the existing board fence constructed approximately 10 feet east of the dashed blue line, which is its proper designated location.

## Zoning

The subject property is zoned PD, Planned Development District, by the Village of Bartlett. The following excerpt from the Village's zoning map illustrates the location of the subject property in relation to the zoning of the surrounding properties.



The specific bulk requirements for any given PD use are specific to that PD use and development. The required standards would include maximum density, minimum dwelling size, maximum building height, minimum parking and loading requirements, etc.

## Access

Access to the subject property is made from Spaulding Road via a gravel-covered entrance. This also is the entrance to the Global Auto

Recyclers property immediately to the west via a cross-access agreement over and upon the subject property.

As part of the requirements to secure a railroad quiet zone, the entrance along Spaulding Road will be closed and a new entrance from Lambert Lane will be constructed.

### **Utilities**

All utilities, including electricity, natural gas, telephone, and municipal water and sewer, are assumed to be available; however, they are not installed to the site.

### **Flood Hazard**

According to the Flood Insurance Rate Map, Panel Number 17031C163J and dated August 19, 2008, the subject property is in a Zone X, which is an area not designated as a flood hazard area. There are no known areas fo wetlands.

### **Exposure Time**

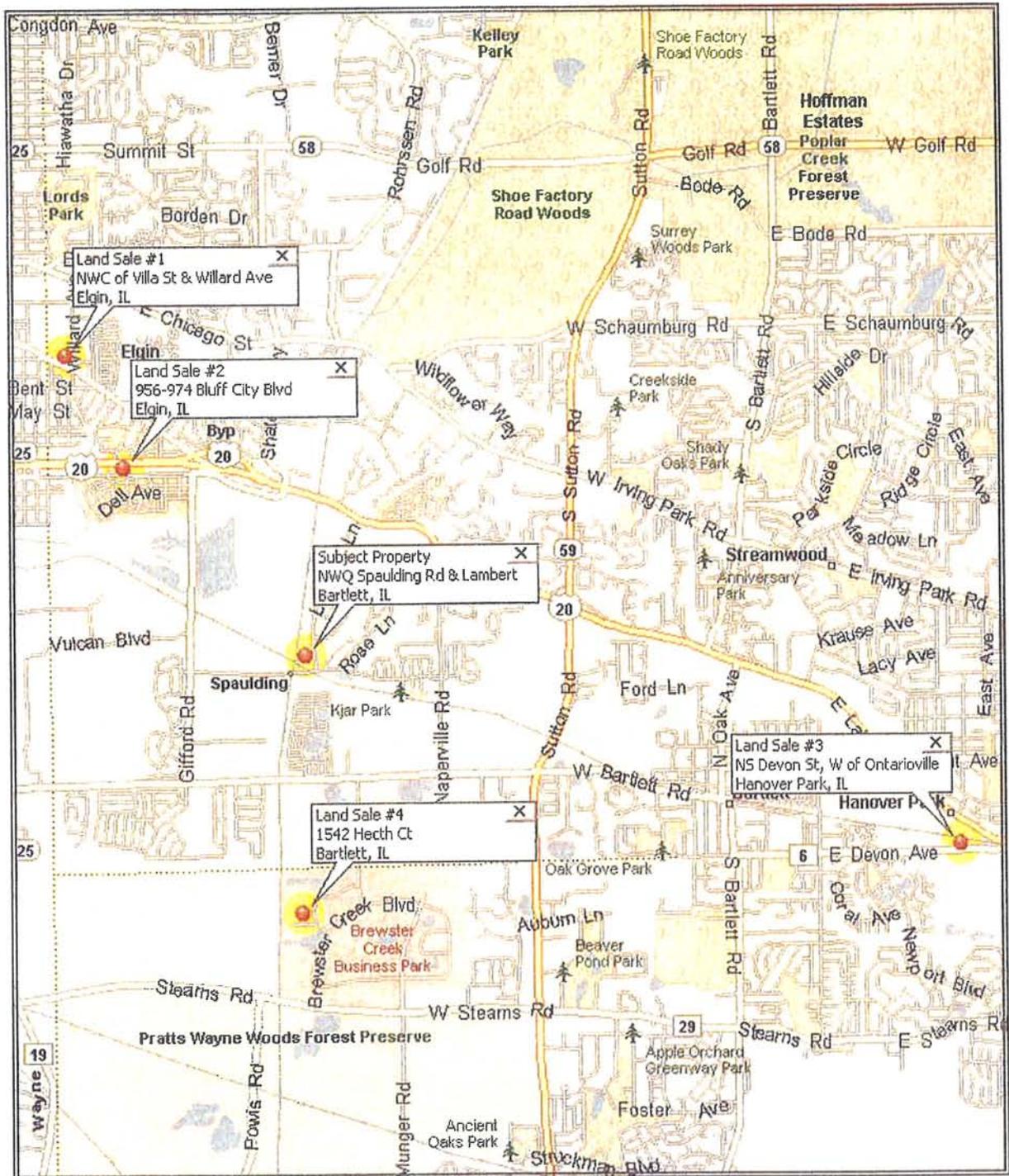
Exposure time is the length of time a property would be offered on the market prior to a hypothetical sale as of the appraisal date. It is “a retrospective estimate based upon an analysis of past events assuming a competitive and open market.”<sup>5</sup> Parallel with this concept is that of marketing time, which is “[a]n opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal.”<sup>6</sup>

As of the appraisal date, exposure times for properties similar to the subject property ranged from 6 to 9 months. Based upon the market conditions analyzed for this report, the exposure period for the subject property at the appraised value and as of the date of value is estimated to be 6 to 9 months.

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<sup>5</sup> *The Dictionary of Real Estate Appraisal*. 5th ed., (Chicago: Appraisal Institute, 2010) 73.

<sup>6</sup> *Ibid.* 121.



**LAND SALES LOCATION MAP**

Land Sale #3 is an interior parcel of vacant land that is located along the north side of East Devon Street and a short distance west of Ontarioville Road. It has approximately 180 feet of road frontage along the north side of East Devon Street and an average depth of approximately 280 feet. The site backs to a railroad right-of-way. The site was purchased by an adjoining owner. No development plans were identified. Overall, this parcel has a flat and level topography that is on grade with its road frontage and with adjoining parcels. There is a mixture of well-established houses and small service commercial/industrial uses in this immediate area. The property was a real estate-owned property.

Land Sale #4 is a platted lot within the Brewster Creek Business Park. It is generally triangular in shape and is bordered on the south by a business park detention pond. The property was a real estate-owned property, but given the property's marketing period and the sales price, it is reflective of the market of sales within this business park. It was acquired in late 2012 and overall market conditions and land values have been trending upwards between the date of this sale and our current date of value. Thus we made a positive market conditions adjustment to this sale.

**Sales Comparison  
Approach Value  
Conclusions**

As noted in the Highest and Best Use section of this appraisal report, a tract of land like the subject property is not usually marketed for sale and purchased on the open market. The reasons for this are rather straightforward. Because the subject property is part of a larger tract of land and because the Larger Parcel of land is part of a planned residential subdivision, such a parcel would have limited market appeal. Also, when a land owner of a parcel like the Global Parcel requires additional land area to increase the functional utility of its land parcel, it does not look for the necessary land parcels on the open market, but is limited to the parcels adjacent to its current holdings.

**Hypothetical Condition  
As Unencumbered**

The subject parcel is a rather small tract of land containing 0.560 acre or approximately 24,372 square feet. Such a small land parcel would have very limited utility by virtue of its small size; however, consideration must be given to the added value it provides by increasing the land size and the functional utility of the Global Parcel. Overall, the subject's

location is inferior to the sales cited and, thus, its location limits the overall appeal of the subject property.

Based on this analysis of the market, the concluded unit value for the subject property is \$2.00 per square foot of land area. After multiplying this by the property's 24,372 square feet, the indicated value is \$48,750, rounded. Therefore, the value estimate of the subject property under the *hypothetical condition* that the subject property is not encumbered with permanent and temporary easements, by the sales comparison approach as of September 7, 2015, is **\$48,750**.

**As Is Condition  
As Encumbered**

We have discussed the limited appeal of the subject property under the hypothetical condition that it is not encumbered with permanent and temporary easements. We now consider the property in its as is condition. The western 40 feet of the subject property are encumbered with a permanent easement and the western 70 feet of the subject property are encumbered with a temporary easement. Therefore, the westernmost 40 feet of the subject property has both a temporary and permanent easement imposed. That part of the subject property unencumbered with an easement is limited to the easternmost approximately 20 feet. Also, the temporary easement requires a 6- to 8-foot solid wood board fence to be constructed along the eastern boundary of this temporary easement.

Essentially, there is no market appeal for the subject property in its as is condition beyond that supplied by the owner of the Global Parcel, which already benefits from the permanent and temporary easements. This extremely limited market creates strong downward pressure on any estimate of the subject value in its as is condition.

Based on this analysis of the market, the concluded unit value for the subject property is \$0.75 per square foot of land area. After multiplying this value by the property's 24,372 square feet, the indicated value is \$18,300, rounded. Therefore, the value estimate of the subject property in its *as is condition* as encumbered with permanent and temporary easements, by the sales comparison approach as of September 7, 2015, is **\$18,300**.

## **RECONCILIATION AND FINAL VALUE CONCLUSION**

In order to estimate the value for the subject property as a vacant land parcel, only the sales comparison approach to value has been developed. The sales comparison approach is considered the most reliable indicator of value under this scenario.

Therefore, based on the facts reviewed herein and the data analyzed in connection with this appraisal, the market value of the fee simple estate in the subject property under the *hypothetical condition* that the subject property is not encumbered with permanent and temporary easements, as of September 7, 2015, is:

**FORTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS**

**(\$48,750 )**

Also, in view of the following facts and data connected with this appraisal, the market value of the subject property in its *as is condition* as encumbered with permanent and temporary easements, as of September 7, 2015, is:

**EIGHTEEN THOUSAND THREE HUNDRED DOLLARS**

**(\$18,300 )**

These values are contingent upon the estimated exposure time of 9 to 12 months. They are gross values, and no allowance was made for brokerage commissions, costs of utilities, real estate taxes, or other carrying costs during the marketing period.

This document conforms to our understanding of the requirements for an appraisal report under Standard Rule 2-2 (a) of the *Uniform Standards of Professional Appraisal Practice and Advisory Opinions* (USPAP). This appraisal report is a brief recapitulation of the appraisal data, analyses, and conclusions. Supporting documentation is retained in MaRous and Company office files.

MaRous and Company has received and has relied upon verbal and written communications and documents regarding the subject property in the preparation of this appraisal report. If additional information about the subject property is received or becomes known, MaRous and Company reserves the right to determine whether this information has a substantive impact on the valuation of the subject property and to adjust values accordingly.

## ASSUMPTIONS AND LIMITING CONDITIONS

### Reporting Requirements

This appraisal report is intended to comply with the reporting requirements set forth under Standard Rule 2-2 (a) of the *Uniform Standards of Professional Appraisal Practice* for an appraisal report. As such, this report might not include full descriptions of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the MaRous and Company office files. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. MaRous and Company is not responsible for unauthorized use of this report.

### Title and Survey

It is assumed that the title to the subject property is good and marketable. The survey provided to MaRous and Company is assumed to be the most current available, and the legal description provided to MaRous and Company is assumed to be essentially correct for purposes of this appraisal report; however, MaRous and Company reserves the right to adjust values accordingly. The value estimate is given without regard to any questions of title, boundaries, encumbrances, or encroachments.

### Hazardous Waste

Unless otherwise stated in this appraisal report, MaRous and Company has no knowledge of the existence of hazardous environmental conditions or substances, including and without limitation asbestos, polychlorinated biphenyls, petroleum leakage, and agricultural chemicals that may or may not be present on the subject property. Moreover, MaRous and Company appraisers are not qualified to test for these substances or conditions. Because the presence of substances such as asbestos, urea formaldehyde foam insulation, and other hazardous substances and environmental conditions may affect the value of a property, the value estimate is predicated on the assumption that no such condition exists on or in the subject property or in such proximity thereto that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them.

**Hidden Defects**

All structures and mechanical components are assumed to be in sound, operable condition unless otherwise stated, and the value conclusions are based on that assumption. Additionally, the value estimate assumes no soil or subsoil conditions that would cause a loss in value. No responsibility is assumed for architectural, structural, engineering, or mechanical matters, and MaRous and Company appraisers are not qualified to make professional judgments in these areas.

**Management**

Competent and prudent management of the subject property is assumed. The estimate of value reported herein assumes that the assessments are entirely paid and that the property is free and clear of such assessments. Opinions and statistics furnished by others during this investigation are assumed to be correct, and no responsibility is assumed for their accuracy.

**Market Conditions**

The value conclusions contained herein are based on the research of market conditions as of the valuation date. Every effort has been made to consider the effect of predictable governmental actions, as well as any environmental or ecological concerns, on the subject property; however, no responsibility is assumed for subsequent changes in the local or national economy or for subsequent changes in local market conditions resulting from local or national economy changes. Because this is an appraisal of market value and is not a feasibility study, no responsibility can be assumed for the ability of the property owner to find a purchaser of the subject property at the appraised value.

**ADA Compliance**

The Americans with Disabilities Act (ADA) became effective January 26, 1992. No specific determination of compliance with the various detailed requirements of the ADA was made for the subject property. It is possible that a complete compliance survey of the subject property together with a detailed analysis of the ADA requirements could show that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative affect upon the value of the subject property. Because no direct evidence relating to this issue was developed, possible lack of compliance with the ADA was not taken into account in estimating value.

## CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have performed no (or the specified) services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the 3-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. We have the knowledge and experience necessary to complete this report competently.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with our understanding of the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice*.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. We have made a personal inspection of the property that is the subject of this report.
12. As of the date of this report, we have completed the continuing education program of the Appraisal Institute.

MaRous & Company



Gale C. Jenkins, MAI

Illinois Certified General - #553.001474 (9/17 expiration)



Michael S. MaRous, MAI, CRE

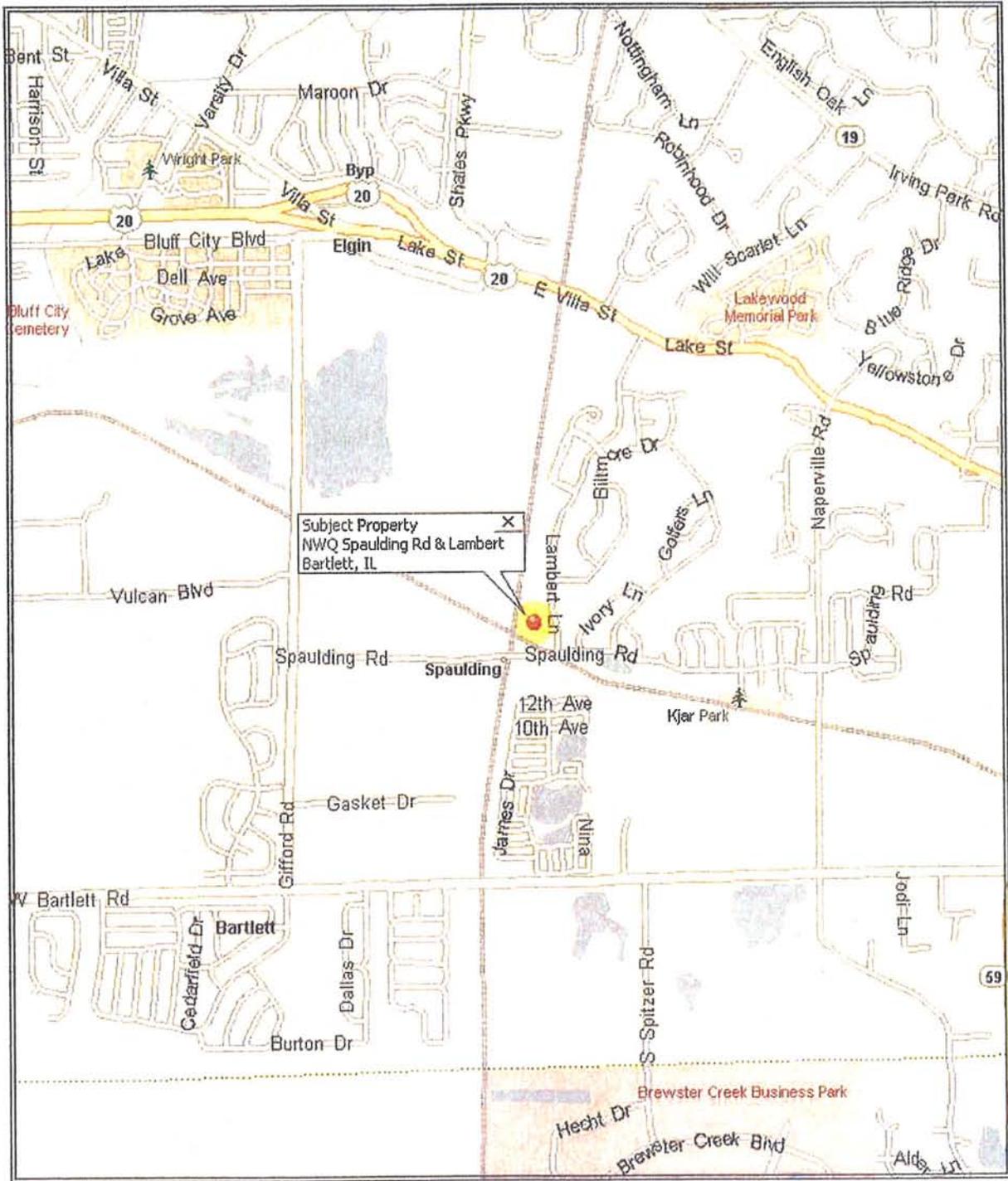
Illinois Certified General - #553.000141 (9/17 expiration)

## **ADDENDA**



IEWS OF THE SUBJECT PROPERTY





**SUBJECT LOCATION MAP**

## Definitions

### Highest and Best Use

Highest and best use is defined as "the reasonably probable use of property that results in the highest value."<sup>8</sup>

In arriving at an opinion of highest and best use, the most profitable competitive use for the land or a site as though vacant and as improved is analyzed. The highest and best use of land or a site as though vacant is based on the assumption that a parcel of land is vacant or can be made vacant through demolition of any improvements. The highest and best use of a property as improved involves an analysis of the existing property.

### Cost Approach

The cost approach is based upon the principle of substitution, comparing the cost to develop a property with the value of the existing or a similarly developed property. An estimate is made of the current cost to construct a reproduction of the existing structure from which is deducted accrued depreciation. To this is added entrepreneurial profit if appropriate and the estimated value of the underlying land.

### Income Capitalization Approach

The income capitalization approach is "a set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value."<sup>9</sup>

### Sales Comparison Approach

The sales comparison approach to value is based upon the principle of substitution, that is, when a property is replaceable in the market, its value tends to be no more than the cost of acquiring an equally desirable substitute property, assuming no costly delay in making the substitution.

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8 *The Appraisal of Real Estate*. 14th ed., (Chicago: Appraisal Institute, 2013) 332.

9 *The Dictionary of Real Estate Appraisal*. 5th ed., (Chicago: Appraisal Institute, 2010) 99.

## QUALIFICATIONS

### Gale C. Jenkins, MAI

Gale C. Jenkins has been active in real estate appraisal since 1997 and was designated a Member of the Appraisal Institute, Number 12500, in 2007. He is also a State of Illinois Certified General Real Estate Appraiser, License Number 553.001474 (9/17). Mr. Jenkins has appraised a variety of types of properties in seven states for financing, condemnation, estate planning, real estate tax appeal, acquisition, and disposition purposes.

### Appraisal Experience

- Heavy Industrial
- Warehouse-distribution Buildings
- Light Manufacturing
- Multitenant Office-flex space
- Mixed-use Properties
- Hotels/Motels
- Shopping Centers
- Multitenant Office Buildings
- Gasoline Stations
- Outdoor Advertisement Displays
- Restaurants
- Big Box Retail
- Government Facilities
- Special-purpose Properties
- Proposed Construction
- Subdivision Analysis
- Matched-pairs Analysis
- Litigation Support
- Bilateral Monopolies
- Air-right Valuations
- Easement
- Multifamily Residential
- Commercial/residential Properties
- Single-family Residential
- 2-4 Unit Apartment Buildings
- Vacant Land

### Professional Designations and Affiliations

Member, Appraisal Institute, Number 12500  
Illinois Certified General Appraiser, License Number 553-001474

### Prior Employment History

Prior to joining MaRous & Company, Mr. Jenkins was an associate with two independent real estate appraisal firms located within the Chicago metropolitan area and functioned as a real estate appraiser.

### Education

Bachelor of Science, Computer Science, Olivet Nazarene College, 1984  
Continuing Education Seminars, Appraisal Institute

# MICHAEL S. MAROUS

## STATEMENT OF QUALIFICATIONS

Michael S. MaRous, MAI, CRE, is president and owner of MaRous and Company. He has appraised more than \$15 billion worth of primarily investment-grade real estate in more than 25 states. In addition to providing documented appraisals, he has served as an expert witness in litigation proceedings for many law firms; financial institutions; corporations; builders and developers; architects; local, state, county, and federal governments and agencies; and school districts in the Chicago metropolitan area. His experience in partial interest, condemnation, damage impact, easement (including aerial and subsurface), marital dissolutions, bankruptcy proceedings, and other valuation issues is extensive. He has provided highest and best use, marketability, and feasibility studies for a variety of properties. Many of the largest redevelopment areas and public projects, including Interstate 355, the O'Hare International Airport expansion, the Midway Airport expansion, and the McCormick Place expansion, are part of Mr. MaRous' experience. Also, he purchases and develops real estate for his own account.

### APPRAISAL AND CONSULTATION EXPERIENCE

Business Parks Distribution Centers	<b>Industrial Properties</b> Manufacturing Facilities Research Facilities	Self-storage Facilities Warehouses
Auto Sales/Service Facilities Banquet Halls Big Box Stores	<b>Commercial Properties</b> Gasoline Stations Hotels and Motels Office Buildings	Restaurants Shopping Centers Theaters
Bowling Alleys Cemeteries Farms Golf Courses	<b>Special-Purpose Properties</b> Lumber Yards Nurseries Riverboat Gambling Facilities Schools Stadium Expansion Issues	Tank Farms Underground Gas Aquifers Utility Corridors Waste Transfer Facilities
Apartment Complexes Condominium Conversions	<b>Residential Properties</b> Condominium Developments Single-family Residences	Subdivision Developments Townhouse Developments
Agricultural Alleys Commercial	<b>Vacant Land</b> Easements Industrial Residential	Right of Ways Streets Vacations
Corporations Financial Institutions	<b>Clients</b> Law Firms Not-for-profit Associations	Private Parties Public Entities

### EDUCATION

B.S., Urban Land Economics, University of Illinois, Urbana-Champaign  
 Continuing education seminars and programs through the Appraisal Institute  
 and the American Society of Real Estate Counselors and real estate brokerage classes

### PUBLIC SERVICE

Mayor, City of Park Ridge, Illinois (2003-2005)  
 Alderman, City of Park Ridge, including Liaison to the Zoning Board of Appeals and Planning and Zoning and  
 Chairman of the Finance and Public Safety Committees (1997-2005)

## PROFESSIONAL AFFILIATIONS AND LICENSES

Appraisal Institute, MAI designation, Number 6159  
American Society of Real Estate Counselors, CRE designation  
Illinois Certified General Real Estate Appraiser, License Number 553.000141 (9/17)  
Licensed Real Estate Broker (Illinois)

## PROFESSIONAL ACTIVITIES

Mr. MaRous is past president of the Chicago Chapter of the Appraisal Institute. He is former chair and vice chair of the National Publications Committee and has sat on the board of *The Appraisal Journal*. In addition, he has served on and/or chaired more than fifteen other committees of the Appraisal Institute, the Society of Real Estate Appraisers, and the American Institute of Real Estate Appraisers.

Mr. MaRous served as chair of the Midwest Chapter of the American Society of Real Estate Counselors in 2006 and 2007. He has sat on the Chicago Chapter Board of Directors, the Editorial Board of *Real Estate Issues*, and on various other committees.

Mr. MaRous also is past president of the Illinois Coalition of Appraisal Professionals. He has sat on the board of directors, has held office, and has served on numerous committees of many other professional associations, including the National Association of Security Dealers, the International Research Council, the Chicago Real Estate Board, the Northwest Suburban Real Estate Board, the National Association of Real Estate Boards, and the Northern Illinois Commercial Association of Realtors.

## PUBLICATIONS AND PROFESSIONAL RECOGNITION

Mr. MaRous has spoken at more than 20 programs and seminars related to real estate appraisal and valuation.

### Author

- "Low-income Housing in Our Backyards," *The Appraisal Journal*, January 1996
- "The Appraisal Institute Moves Forward," *Illinois Real Estate Magazine*, December 1993
- "Chicago Chapter, Appraisal Institute," *Northern Illinois Real Estate Magazine*, February 1993
- "Independent Appraisals Can Help Protect Your Financial Base," *Illinois School Board Journal*, November-December 1990
- "What Real Estate Appraisals Can Do For School Districts," *School Business Affairs*, October 1990

### Awards

- Chicago Chapter of the Appraisal Institute - F. Gregory Opelka Award, 2002
- Appraisal Institute - George L. Schmutz Memorial Award, 2001
- Chicago Chapter of the Appraisal Institute - Heritage Award, 2000
- Chicago Chapter of the Appraisal Institute - Herman O. Walther, 1987 (Distinguished Chapter Member)

### Reviewer or Citation in the Following Books

- Appraisal of Real Estate*, Twelfth Edition, 2001
- Appraisal of Real Estate*, Thirteenth Edition, 2008
- Subdivision Valuation*, 2008
- Real Estate Damages*, 2008
- Valuation of Apartment Properties*, 2007
- Valuation of Billboards*, 2006
- Appraising Industrial Properties*, 2005
- Valuation of Market Studies for Affordable Housing*, 2005
- Valuing Undivided Interest in Real Property: Partnerships and Cotenancies*, 2004
- Analysis and Valuation of Golf Courses and Country Clubs*, 2003
- Dictionary of Real Estate Appraisal*, Fourth Edition, 2002
- Valuing Contaminated Properties: An Appraisal Institute Anthology*, 2002
- Hotels and Motels: Valuation and Market Studies*, 2001
- Land Valuation: Adjustment Procedures and Assignments*, 2001
- Appraisal of Rural Property*, Second Edition, 2000
- Capitalization Theory and Techniques, Study Guide*, Second Edition, 2000
- Guide to Appraisal Valuation Modeling Land*, 2000
- Appraising Residential Properties*, Third Edition, 1999
- Business of Show Business: The Valuation of Movie Theaters*, 1999
- GIS in Real Estate: Integrating, Analyzing and Presenting Locational Information*, 1998
- Market Analysis for Valuation Appraisals*, 1995

## REPRESENTATIVE WORK OF MICHAEL S. MAROUS

### Headquarters/Corporate Office Facilities in Illinois

Fortune 500 corporation facility, 200,000 sq. ft., Libertyville  
Corporate headquarters, 300,000 sq. ft. and 500,000 sq. ft., Chicago  
Fortune 500 corporation facility, 450,000 sq. ft., Northfield  
Major airline headquarters, 1,100,000 million sq. ft. on 47 acres, Elk Grove Village  
Former communications facility, 1,400,000 million sq. ft. on 62 acres, Skokie and Niles  
Corporate Headquarters, 1,500,000+ sq. ft., Lake County  
Former Sears Headquarters Redevelopment Project, Chicago

### Office Buildings in Chicago

401 South LaSalle Street, 140,000 sq. ft.  
134 North LaSalle Street, 260,000 sq. ft.  
333 North Michigan Avenue, 260,000 sq. ft.  
171 West Randolph Street, 360,000 sq. ft.  
20 West Kinzie Street, 405,000 sq. ft.  
55 East Washington Street, 500,000 sq. ft.  
10 South LaSalle Street, 870,000 sq. ft.  
222 West Adams, 1,000,000 sq. ft.  
175 West Jackson Boulevard, 1,450,000 sq. ft.  
227 West Monroe, 1,800,000 sq. ft.  
10 South Dearborn Street, 1,900,000 sq. ft.

### Hotels in Chicago

10 E. Grand Avenue (Hilton Garden Inn)  
106 East Superior Street (Peninsula Hotel)  
140 East Walton Place (The Drake Hotel)  
676 North Michigan Avenue (Omni Chicago Hotel)  
One West Wacker Drive (Renaissance Chicago Hotel)  
320 North Dearborn Street (Westin Chicago River North)  
505 North Michigan Avenue (Hotel InterContinental)

### Large Industrial Properties in Illinois

Large industrial complexes, 400,000 sq. ft., 87th Street and Greenwood Avenue, Chicago  
Distribution warehouse, 580,000 sq. ft. on 62 acres, Champaign  
Publishing house, 700,000 sq. ft. on 195 acres, U.S. Route 45, Mattoon  
AM Chicago International, 700,000± sq. ft. on 41 acres, 1800 West Central, Mt. Prospect  
Nestlé distribution center, 860,000 sq. ft. on 153 acres, DeKalb  
Fortune 500 company distribution center, 1,000,000 sq. ft., Elk Grove Village  
U.S. Government Services Administration distribution facility, 860,000 sq. ft., 76th Street and Kostner Avenue, Chicago  
Self-storage facilities, various Chicago metropolitan locations

### Vacant Land in Illinois

15 acres, office, Northbrook	450 acres, residential, Wauconda
20 acres, residential, Glenview	475± acres, various uses, Lake County
25 acres, Hinsdale	650 acres, Hawthorne Woods
55 acres, mixed-use, Darien	650 acres, Waukegan/Libertyville
75 acres, I-88 at I-355, Downers Grove	800 acres, Woodridge
100± acres, various uses, Lake County	900 acres, Matteson
140 acres, Flossmoor	1,000± acres, Batavia area
142 acres, residential, Lake County	2,000± acres, Northern Lake County
160 acres, residential, Cary	5,000 acres, southwest suburban Chicago area
200 acres, mixed-use, Bartlett	Landfill expansion, Lake County
250 acres, Island Lake	

## REPRESENTATIVE CLIENT LISTING OF MICHAEL S. MAROUS

### Law Firms

Botti Law Firm, P.C.  
Alschuler, Simantz & Hem, LLC  
Arnstein & Lehr LLP  
Steven B. Bashaw, P.C.  
Berger, Newmark & Fenchel P.C.  
Berger Schatz  
Carmody MacDonald P.C.  
Crane, Heyman, Simon, Welch & Clar  
Daley & Georges, Ltd.  
DLA Piper  
Drinker, Biddle & Reath LLP  
Figliuolo & Silverman, P.C.  
Foley & Lardner LLP  
Foran, O'Toole & Burke LLC  
Franczek Radelet P.C.  
Freeborn & Peters LLP  
Goldberg Kohn  
Gould & Ratner LLP  
Graft & Jordan  
Greenberg Traurig LLP  
Helm & Wagner  
Robert Hill Law, Ltd.  
Hinshaw & Culbertson LLP

Holland & Knight LLP  
Jenner & Block  
Donald L. Johnson  
Kinnally, Flaherty, Krentz & Loran PC  
Kirkland & Ellis LLP  
Klein, Thorpe & Jenkins, Ltd.  
Locke Lord LLP  
McDermott, Will & Emery  
Mayer Brown  
McGuireWoods LLP  
Michael Best & Friedrich LLP  
Miller & Sweeney CO  
Morrison & Morrison, Ltd.  
Bryan E. Mraz & Associates  
Neal, Gerber & Eisenberg, LLP  
Neal & Leroy LLC  
O'Donnell Law Firm Ltd.  
O'Halloran Kosoff Geitner & Cook, LLC  
Owens, Owens & Rinn, Ltd.  
Prendergast & DelPrincipe  
Rathje & Woodward, LLC  
Raysa & Zimmermann, LLC  
Righeimer, Martin & Cinquino, P.C.

Mary Riordan, Attorney  
Robbins, Salomon & Patt, Ltd.  
Rosenfeld Hafron Shapiro & Farmer  
Rosenthal, Murphey, Coblenz & Donahue  
Rubin & Norris, LLC  
Ryan and Ryan Attorneys at Law, P.C.  
Reed Smith LLP  
Sarnoff & Baccash  
Scariano, Himes & Petrarca, Chtd.  
Schiff Hardin LLP  
Schiller, DuCanto & Fleck LLP  
Schrott, Luetkehans & Garner, LLC  
Schuyler, Roche & Crisham, P.C.  
Sidley Austin LLP  
Sonnenschien, Nath & Rosenthal LLP  
Storino, Ramello & Durkin  
Thomas M. Tully & Associates  
Thompson Coburn, LLP  
Tuttle, Vedral & Collins, P.C.  
Vedder Price  
Wildman, Harrold, Allen & Dixon  
Winston & Strawn LLP  
Worsek & Vihon LLP

### Financial Institutions

AmericaUnited Bank and Trust  
Charter One  
Citibank  
Cole Taylor Bank  
Covest Banc  
First Bank of Highland Park  
First Midwest Bank

First Northwest Bank  
Glenview State Bank  
Harris Bank  
Itasca Bank and Trust  
Lake Forest Bank & Trust  
MB Financial Bank  
Midwest Bank & Trust Company

Northern Trust Bank  
Northview Bank & Trust  
Private Bank & Trust Co.  
State Financial Bank  
Winfield Community Bank  
Wintrust Bank Group

### Corporations

Advocate Health Care System  
American Stores Company  
Archdiocese of Chicago  
Arthur J. Rogers and Company  
BP Amoco Oil Company  
Christopher B. Burke Engineering,  
Ltd.  
Cambridge Homes  
Canadian National Railroad  
Capital Realty Services, Inc.  
Chicago Cubs  
Children's Memorial Hospital  
Chrysler Realty Corporation  
Citgo Petroleum Corporation

CorLands  
Edward R. James Partners, LLC  
Enterprise Development Corporation  
Enterprise Leasing Company  
Exxon Mobil Corporation  
Hamilton Partners  
Hewitt Associates LLC  
Hollister Corporation  
Imperial Realty Company  
Kenard Corporation  
Kimco Realty Corporation  
Kinder Morgan, Inc.  
Kmart Corporation  
Lakewood Homes

Loyola University Health System  
Marathon Oil Corporation  
Meijer, Inc.  
Mesirow Stein Real Estate, Inc.  
Prime Group Realty Trust  
Public Storage Corporation  
RREEF Corporation  
Shell Oil Company  
Stewart Warner Corporation  
Union Pacific Railroad Company  
United Airlines, Inc.  
United of America Insurance Company

## Public Entities

### Illinois Local Governments and Agencies

Village of Arlington Heights	Village of Glenview	Village of Orland Park
Village of Barrington	Glenview Park District	City of Palos Hills
Village of Bartlett	Village of Harwood Heights	City of Prospect Heights
Village of Bellwood	City of Highland Park	City of Rolling Meadows
Village of Brookfield	Village of Hinsdale	Village of Rosemont
Village of Burr Ridge	Village of Inverness	City of St. Charles
Village of Cary	Village of Kildeer	Village of Schaumburg
City of Chicago	Village of Lake Zurich	Village of Schiller Park
Village of Deer Park	Leyden Township	Village of Skokie
City of Des Plaines	Village of Lincolnshire	Village of South Barrington
Des Plaines Park District	Village of Lincolnwood	Village of Streamwood
Downers Grove Park District	Village of Morton Grove	Metropolitan Water Reclamation District of Greater Chicago
City of Elgin	Village of Mount Prospect	City of Waukegan
Elk Grove Village	Village of North Aurora	Village of Wheeling
City of Elmhurst	Village of Northbrook	Village of Wilmette
Village of Elmwood Park	City of North Chicago	Village of Willowbrook
City of Evanston	Village of Northfield	Village of Winnetka
Village of Forest Park	Northfield Township	Village of Woodridge
Village of Franklin Park	Village of Oak Brook	

### County Governments and Agencies

Boone County State's Attorney's Office	Forest Preserve District of DuPage County	Lake County
Forest Preserve of Cook County	Kane County	Lake County Forest Preserve District
Cook County State's Attorney's Office	Kendall County Board of Review	Lake County State's Attorney's Office
DuPage County Board of Review		

### State and Federal Government Agencies

Federal Deposit Insurance Corporation	Illinois Housing Development Authority	Internal Revenue Service
U.S. General Services Administration	Illinois State Toll Highway Authority	The U.S. Postal Service

### Schools

Argo Community High School District No. 217	Consolidated High School District No. 230	Morton College
Arlington Heights District No. 25 Township High School District No. 214, Arlington Heights	Darien District No. 61	Niles Elementary District No. 71
Barrington Community Unit District No. 220	DePaul University	North Shore District No. 112, Highland Park
Chicago Board of Education	Elmhurst Community Unit School District No. 205	Northwestern University
Chicago Ridge District No. 127½	Indian Springs School District No. 109	Rosalind Franklin University
College of Lake County	LaGrange School District No. 105	Roselle School District No. 12
Community Consolidated School District No. 146	Loyola University	Schaumburg Community Consolidated District No. 54
	Lyons Township High School District No. 204	University of Illinois
	Maine Township High School District No. 207	Wheeling Community Consolidated District No. 21
		Wilmette District No. 39

**GRANT OF REPLACEMENT PERMANENT  
INGRESS, EGRESS AND PARKING EASEMENT**

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**THIS GRANT** is made this \_\_\_\_ day of \_\_\_\_\_, 2016, by the VILLAGE OF BARTLETT, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois (the "Grantor" or the "Village") to EAGLE Z PROPERTIES, LLC , an Illinois limited liability company (the "Grantee" or "Eagle Z").

**RECITALS:**

**WHEREAS**, the Grantor is the owner of record of the fee simple title to the real estate described on Exhibit 1 (hereinafter referred to as "Parcel 1"); and

**WHEREAS**, Grantee is the owner of record of the fee simple title to the real estate described on Exhibit 2 (hereinafter referred to as "Parcel 2"); and

**WHEREAS**, Global Auto Recycling & Repair Corp., an Illinois corporation ("Global" or the "Grantee's Tenant") operates an auto storage and salvage yard on Parcel 2 pursuant to a lease from Eagle Z; and

**WHEREAS**, Parcel 1 and Parcel 2 are contiguous to and adjoin each other; and

**WHEREAS**, on July 5, 2016, the Grantor, the Grantee and the Grantee's Tenant entered into an "Agreement to Abrogate permanent Easements and Temporary Easements, Grant Replacement Easement and Agreement to Construct Access Drive; and Purchase and Sale Agreement with Regard to Adjoining Parcel" (hereinafter the "Replacement Easement Agreement") which was approved by Village of Bartlett Resolution Ordinance 2016-\_\_\_\_; and

**WHEREAS**, pursuant to the terms and conditions of the Replacement Easement Agreement, the Grantee agreed to abrogate, release and terminate certain easements previously granted to it by the Village of Bartlett over Parcel 1 and a nonexclusive roadway easement previously granted to its predecessors in interest that benefits Parcel 1 by CMC Real Estate Corporation along the Metra Soo Railroad right of way, and the Village agreed among other things to grant a replacement easement over a different portion of Parcel 1 for ingress, egress and parking purposes, and to construct a new asphalt or concrete access drive and seven (7) parking spaces thereon; and

**WHEREAS**, the Grantee and the Grantor have each performed their respective obligations under the Replacement Easement Agreement that were conditions precedent to the Grantor's obligation to grant the replacement easement for ingress, egress and parking;

**NOW, THEREFORE**, in consideration of the foregoing preambles and promises, terms and conditions set forth herein, and in the Replacement Easement Agreement, the Parties agree as follows:

1. The Preambles set forth above are incorporated herein and made a part hereof.

2. The Grantor hereby grants to the Grantee, its successors and assigns, a permanent easement appurtenant over, upon, across and through that part of Parcel 1 depicted on the Plat of Easement attached hereto as Exhibit 3 where designated "Ingress, Egress & Parking Easement Hereby Granted" and legally described thereon under the heading "REPLACEMENT PERMANENT INGRESS, EGRESS AND PARKING EASEMENT", and also legally described as follows:

THAT PART OF LOT 127 IN CASTLE CREEK OF BARTLETT, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2004 AS DOCUMENT NUMBER 0417534056, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEASTERLY MOST CORNER OF SAID LOT 127; THENCE SOUTH 88 DEGREES 57 MINUTES 32 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 127, A DISTANCE OF 48.14 FEET TO A LINE 90.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 127; THENCE NORTH 00 DEGREES 01 MINUTE 45 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 255.04 FEET TO THE SOUTHEASTERLY EXTENSION OF A SOUTHERLY LINE OF SAID LOT 127; THENCE NORTH 71 DEGREES 00 MINUTES 57 SECONDS WEST ALONG SAID SOUTHEASTERLY EXTENSION A DISTANCE OF 42.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 71 DEGREES 00 MINUTES 57 SECONDS WEST ALONG SAID SOUTHEASTERLY EXTENSION AND SOUTHERLY LINE, A DISTANCE OF 157.00 FEET; THENCE NORTH 18 DEGREES 59 MINUTES 03 SECONDS EAST, A DISTANCE OF 44.00 FEET TO A LINE 44.00 FEET NORTHERLY OF AND PARALLEL WITH A SOUTHERLY LINE OF SAID LOT 127; THENCE SOUTH 71 DEGREES 00 MINUTES 57 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 115.28 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 85.88 FEET, A CHORD BEARING NORTH 51 DEGREES 09 MINUTES 25 SECONDS EAST AND A CHORD DISTANCE OF 85.22 FEET; THENCE NORTH 63 DEGREES 27 MINUTES 31 SECONDS EAST, A DISTANCE OF 19.61 FEET TO THE WESTERLY LINE OF LAMBERT LANE; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE, SAID LINE BEING ALSO A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 967.00 FEET AN ARC LENGTH OF 41.14 FEET, A CHORD BEARING SOUTH 13 DEGREES 04 MINUTES 14 SECONDS EAST AND A CHORD DISTANCE OF 41.13 FEET; THENCE SOUTH 63 DEGREES 27 MINUTES 31 SECONDS WEST ALONG A NON-TANGENT LINE A DISTANCE OF 10.03 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 160.00 FEET, AN ARC LENGTH OF 83.50 FEET, A CHORD BEARING SOUTH 48 DEGREES 30 MINUTES 27 SECONDS WEST AND A CHORD DISTANCE OF 82.56 FEET; THENCE SOUTH 08 DEGREES 33 MINUTES 17 SECONDS EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 18.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(the "Replacement Permanent Ingress, Egress and Parking Easement Premises") for the purpose of ingress and egress to and from Lambert Lane to Parcel 2, and use by the Grantee, its successor and assigns, and Grantee's Tenant, and their respective tenants, guests and invitees for customer parking of operable vehicles.

GRANTOR:

VILLAGE OF BARTLETT

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

Attest:

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

## ABROGATION, RELEASE AND TERMINATION OF EASEMENTS

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Eagle Z Properties, LLC, an Illinois limited liability company, hereby abrogates, releases and terminates any and all easements, licenses, permits, rights, title and interest in and to:

- (1) The following legally described property, including but not limited to the 40 foot wide permanent easement heretofore granted over and across said property:

That part of Lot 127 in Castle Creek of Bartlett described as follows: Commencing at the Southeasterly most corner of said Lot 127; thence South 88 degrees 57 minutes 32 seconds West along the most Southerly line of said Lot 127, a distance of 98.15 feet to the point of beginning "A"; thence continuing South 88 degrees 57 minutes 32 seconds West, a distance of 26.61 feet to the Southwesterly corner of said Lot 127; thence North 62 degrees 47 minutes 20 seconds West, a distance of 15.06 feet to a corner of said Lot 127; thence North 00 degrees 01 minutes 45 seconds East, a distance of 280.50 feet to a corner of said Lot 127; thence South 71 degrees 00 minutes 57 seconds East, a distance of 42.31 feet; thence South 00 degrees 01 minutes 45 seconds west, a distance of 273.11 feet to point of beginning "A", in Cook County, Illinois,

(the "2009 Permanent Easement Premises") under that certain Grant of Permanent Access, Easement and Parking dated June 16, 2009 and recorded with the Cook County Recorder on May 12, 2010 as Document No. 1013231102 (the "2009 Easement Agreement"); and

- (2) The following legally described property, including the 30 food wide temporary easement heretofore granted over and across said property:

That part of Lot 127 in Castle Creek of Bartlett described as follows: Commencing at the Southeasterly most corner of said Lot 127; thence South 88 degrees 57 minutes 32 seconds West along the most Southerly line of said lot 127, a distance of 68.14 feet to the point of beginning "B": thence continuing South 88 degrees 57 minutes 32 seconds West, a distance of 56.62 feet to the Southwesterly corner of said Lot 127; thence North 62 degrees 47 minutes 20 seconds West, a distance of 15.06 feet to a corner of said Lot 127; thence North 00 degrees 01 minutes 45 seconds East, a distance of 280.50 feet to a corner of said Lot 127; thence South 71 degrees 00 minutes 57 seconds East, a distance of 74.04 feet; thence South 00 degrees 01 minutes 45 seconds West, a distance of 262.22 feet to point of beginning "B", in Cook County, Illinois,

(the "2009 Temporary Easement Premises") under the 2009 Easement Agreement.

To the extent the 2009 Easement Agreement grants or conveys any easement, license, permit, right, title or interest in the 2009 Permanent Easement Premises and/or in the

2009 Temporary Easement Premises to Global Recycling & Repair Corp. ("Global"), or any lease between Eagle Z Properties, LLC and Global conveys any leasehold interest in for to or any possessory right or right to use the 2009 Permanent Easement Premises of the 2009 Temporary Easement Premises, Global hereby abrogates, releases and terminates any such leasehold interest, easements, licenses, permit, right, title and interest therein.

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

Eagle Z Properties, LLC

Global Auto Recycling & Repair Corp.

By: \_\_\_\_\_  
Its Manager

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

Attest;

\_\_\_\_\_  
Secretary

## ABROGATION, RELEASE AND TERMINATION OF ROADWAY EASEMENT GRANT

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### RECITALS:

**WHEREAS**, Eagle Z Properties, LLC, an Illinois limited liability company, is the owner of the following legally described property:

That part of the Southwest 1/4 of Section 29, Township 41 North, Range 9 East of the Third Principal Meridian, beginning at the intersection of the North line of the right of way of the Chicago, Milwaukee and St. Paul Railroad, with the East line of the right of way of the Waukegan and Southwest Railway Company; thence Northeasterly 12 rods; thence east 26 rods; thence South 17 rods to the north line of the right of way of the Chicago, Milwaukee and St. Paul Railroad Company, thence Northwesterly to the point of beginning, all in Cook County, Illinois,

(the "Eagle Z Property"); and

**WHEREAS**, by instrument dated January 20, 1987 and recorded February 4, 1987 as Document 87068084 CMC Real Estate Corporation, a Wisconsin corporation, granted a non-exclusive roadway easement to the then owner of the Eagle Z Property for the sole purpose of vehicle ingress and egress on, over and across the following described property:

A strip of land approximately 15 feet wide and approximately 150 feet long, located adjacent to the Metra Sop Railroad in the Southwest 1/4 of Section 29, Township 41 North, Range 9 East, in Cook County, Illinois, as follows:  
Commencing at the intersection of the east lien of said Southwest 1/4 and the north line of Spaulding road; thence West along the North line of Spaulding Road for a distance of approximately 86 feet, to the point of beginning; thence North 58 degrees 20 minutes west, more or less, for a distance of approximately 150 feet; thence southwesterly and at a right angle to the last described lien for a distance of approximately 15 feet; thence south 58 degrees 20 minutes East, more or less, for a distance of approximately 125 feet to the North line of Spaulding Road; thence East along the North line of Spaulding Road for a distance of approximately 29 feet to the point of beginning;

(the "Roadway Easement Grant"); and

**WHEREAS**, the Roadway Easement is an easement appurtenant that was granted to the predecessor in interest that owned the Eagle Z Property and runs for the benefit of the Eagle Z Property; and

**WHEREAS**, Eagle Z desires to abrogate, release and terminate all of its right, title and interest in and to the Roadway Easement Grant for itself and its successors and

assigns as it has been given separate consideration therefor from the Village of Bartlett including alternate access to the Eagle Z Property;

**NOW, THEREFORE,** in consideration of the matter set forth in the Recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged; it is hereby agreed as follows:

Eagle Z Properties, LLC, an Illinois limited liability company, hereby abrogates, releases and terminates any and all easements, licenses, permits, rights, title and interest, in and to the following legally described property, including the non-exclusive Roadway Easement Grant over and across:

That part of Lot 127 in Castle Creek of Bartlett described as follows: Commencing at the Southeasterly most corner of said Lot 127; thence South 88 degrees 57 minutes 32 seconds West along the most Southerly line of said Lot 127, a distance of 98.15 feet to the point of beginning "A"; thence continuing South 88 degrees 57 minutes 32 seconds West, a distance of 26.61 feet to the Southwesterly corner of said Lot 127; thence North 62 degrees 47 minutes 20 seconds West, a distance of 15.06 feet to a corner of said Lot 127; thence North 00 degrees 01 minutes 45 seconds East, a distance of 280.50 feet to a corner of said Lot 127; thence South 71 degrees 00 minutes 57 seconds East, a distance of 42.31 feet; thence South 00 degrees 01 minutes 45 seconds west, a distance of 273.11 feet to point of beginning "A" , in Cook County, Illinois,

under that certain Roadway Easement Grant dated January 20, 1987 granted by CMC Real Estate Corporation, a Wisconsin corporation, recorded February 4, 1987 as Document 87068084 .

Notwithstanding said abrogation, release and termination nothing contained herein shall terminate the right of Eagle Z Properties, LLC, to keep an existing septic field that may lie in or encroach upon the Roadway Easement Grant premises.

To the extent the said Roadway Easement Grant conveys or grants easement, license, permit, right, title or interest to Global Recycling & Repair Corp. ("Global"), or any lease between Eagle Z Properties, LLC and Global conveys any leasehold interest in or to, or any right to use the Roadway Easement. Global hereby abrogates, releases and terminates any such leasehold interest, easement, license, permit, right, title and interest therein.

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

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

Eagle Z Properties, LLC

Global Auto Recycling & Repair Corp.

By: \_\_\_\_\_  
Its Manager

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

Attest:

---

Secretary

**FIRST AMENDED AGREEMENT TO ABROGATE PERMANENT EASEMENTS AND TEMPORARY EASEMENTS; GRANT REPLACEMENT PERMANENT EASEMENT AND AGREEMENT TO CONSTRUCT ACCESS DRIVE; ~~AND PURCHASE AND SALE AGREEMENT;~~ AND GRANT OF ADDITIONAL PARKING PARCEL EASEMENT AND COST SHARING WITH REGARD TO ADJOINING PARCEL**

THIS **FIRST AMENDED** AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the VILLAGE OF BARTLETT, an Illinois municipal corporation (hereinafter referred to as the "Village"), and EAGLE Z PROPERTIES, LLC, an Illinois limited liability company (hereinafter referred to as "Eagle Z"), and GLOBAL AUTO RECYCLING & REPAIR CORP., an Illinois corporation (hereinafter referred to as "Global").

**RECITALS:**

- A. The Village is the owner of a parcel of land legally described on **Exhibit 1** (hereinafter referred to as "Parcel 1").
- B. Eagle Z is the owner of a parcel of land legally described on **Exhibit 2** (hereinafter referred to as "Parcel 2").
- C. Parcel 1 and Parcel 2 are contiguous to and adjoin each other.
- D. Eagle Z and its predecessors in title to Parcel 2, and such owners' respective tenants, used a portion of Parcel 1 for access to and from Parcel 2 to Spaulding Road in connection with the operation of an auto storage and salvage yard by Global and its predecessor on Parcel 2.
- E. The parties were concerned that the continued use a portion of Parcel 1 for ingress and egress and for parking without a formal agreement could ripen into a claim of ownership by adverse possession or a prescriptive or implied easement by Eagle Z and/or Global.
- F. The parties entered into a certain Grant of Permanent Access Easement and Agreement for Temporary Easement for Additional Access and Parking dated June 16, 2009, and recorded with the Cook County Recorder on May 12, 2010 as

Document No. 1013231102 (the "2009 Easement Agreement"), which is expressly incorporated herein by reference.

G. Under the terms of the 2009 Easement Agreement, the Village granted to Eagle Z a 40 foot wide permanent easement over and across a portion of Parcel 1 legally described as follows:

That part of Lot 127 in Castle Creek of Bartlett described as follows: Commencing at the Southeasterly most corner of said Lot 127; thence South 88 degrees 57 minutes 32 seconds West along the most Southerly line of said Lot 127, a distance of 98.15 feet to the point of beginning "A"; thence continuing South 88 degrees 57 minutes 32 seconds West, a distance of 26.61 feet to the Southwesterly corner of said Lot 127; thence North 62 degrees 47 minutes 20 seconds West, a distance of 15.06 feet to a corner of said Lot 127; thence North 00 degrees 01 minutes 45 seconds East, a distance of 280.50 feet to a corner of said Lot 127; thence South 71 degrees 00 minutes 57 seconds East, a distance of 42.31 feet; thence South 00 degrees 01 minutes 45 seconds west, a distance of 273.11 feet to point of beginning "A" , in Cook County, Illinois,

(referred to herein alternatively as the "2009 Permanent Easement" or the "2009 Permanent Easement Premises"), and granted to Eagle Z a 30 foot wide temporary easement over and across a portion of Lot 1 legally described as follows:

That part of Lot 127 in Castle Creek of Bartlett described as follows: Commencing at the Southeasterly most corner of said Lot 127; thence South 88 degrees 57 minutes 32 seconds West along the most Southerly line of said lot 127, a distance of 68.14 feet to the point of beginning "B"; thence continuing South 88 degrees 57 minutes 32 seconds West, a distance of 56.62 feet to the Southwesterly corner of said Lot 127; thence North 62 degrees 47 minutes 20 seconds West, a distance of 15.06 feet to a corner of said Lot 127; thence North 00 degrees 01 minutes 45 seconds East, a distance of 280.50 feet to a corner of said Lot 127; thence South 71 degrees 00 minutes 57 seconds East, a distance of 74.04 feet; thence South 00 degrees 01 minutes 45 seconds West, a distance of 262.22 feet to point of beginning "B", in Cook County, Illinois,

(the referred to alternatively as the "2009 Temporary Easement" or the "2009 Temporary Easement Premises").

H. The 2009 Temporary Easement was for a five year term, with the option given to Eagle Z to extend it for an additional five year term, which Eagle Z exercised, making the termination date of the temporary easement June 15, 2019, unless it is sooner

terminated by agreement or due to a default by Eagle Z, Global Towing, or Eagle Z's other tenants of the terms and conditions of the 2009 Easement Agreement, including, without limitation, default or breach of the "Prohibited and Permitted Truck Routes" provisions contained therein.

I. The Village and Grand Trunk Corporation ("GTC") entered a Memorandum of Agreement dated December 15, 2012 whereby GTC agreed to pay the Village up to \$1,000,000 (the "CN Noise Mitigation Money") for noise mitigation in the vicinity of the former Elgin, Joliet & Eastern Railway Company right-of-way or property (the "CN ROW").

J. The Village wishes to utilize the CN Noise Mitigation Money to construct a "quiet zone" located within 2,500 feet of the CN ROW or property, which according to representatives from the Federal Rail Authority (the "FRA") and the Illinois Commerce Commission (the "ICC"), will require the closing of access to Parcel 2 off of Spaulding Road over and across Parcel 1, and will require the abrogation of the 2009 Permanent Easement and the 2009 Temporary Easement granted by the Village over and across Parcel 1 to Eagle Z and Global under the terms of the 2009 Easement Agreement, and the abrogation of a certain Roadway Easement Grant dated February 1, 1987 recorded February 4, 1987 as Document No. 87068084 granted by CMC Real Estate Corporation to the Cosmopolitan National Bank of Chicago as Trustee u/t/a dated December 27, 1968 for access to and from Parcel 2 along and adjacent to the Metra Soo Railroad right-of-way (the "Roadway Easement Grant"), reserving only the right to keep its existing septic field which lies in or encroaches upon the Roadway Easement Grant premises.

K. Eagle Z and Global are willing to terminate and abrogate the aforesaid easements provided: (1) the Village grants them and to their respective guests and invitees a permanent 40 foot to 50 foot wide replacement ingress, egress and parking

easement over and across Parcel 1 to and from Lambert Lane to Parcel 2 as legally described on **Exhibit 3** and as legally described and depicted on the Plat of Easement attached hereto as **Exhibit 4** (the "Replacement Permanent Ingress, Egress and Parking Easement"); (2) grants Eagle Z and Global an additional 4580 S.F. +/- appurtenant over a portion of Parcel 1 for parking of Global's customer's operable vehicles immediately west thereof and along the fence on the north side of Parcel 2 and for the construction of ten (10) additional parking spaces (the "Additional Parking Parcel"); (23) the Village constructs a concrete and/or asphalt driveway from Lambert Lane to Parcel 2 on the Replacement Permanent Ingress, Egress and Parking Easement and installs a seven (7) space asphalt parking area and grades and lays gravel on the balance of said permanent easement for additional customer parking in accordance with the Construction Details for the Global Driveway set forth on **Exhibit 5A** and the Village of Bartlett Spaulding Road Quiet Zone Parking Lot Exhibit attached hereto as **Exhibit 5B** at the Village's expense (the "Relocated Access Drive"); (34) the Village pays for a six foot (6") gate in the fence adjacent to the parking spaces for Global's customers use (the "Customer Gate"), and the Village pays for the cost of a new replacement sliding gate at the south end of the Relocated Access Drive of the same length, height and design as the existing gate along the south side of Parcel 2 that will have to be removed as a consequence of the relocation of the access to Parcel 2 (the "Replacement Gate") and remove the old gate and erect a fence where the old gate was located; and (45) the Village sells Eagle Z an 0.560 acre portion of Parcel 1 as legally described and depicted on the Plat of Survey attached hereto as on **Exhibit 6** (the "Sale Parcel"), which is surplus public real estate of the Village, for the \$18,300 appraised value of the Sale Parcel, in "as is condition" and as encumbered with the permanent and temporary easements, determined by MAI appraisers Gale

Jenkins and Mike MaRous, as evidenced by the appraisal attached hereto as **Exhibit 7** (the "MAI Appraisal") Eagle Z pays the Village the sum of \$5,125 ( $\$1.119/ \text{ S.F. } \times 4,580 \text{ S.F.}$ ) for the permanent easement over the Additional Parking Parcel (which sum was determined by utilizing the MAI Appraisal value for the Sale Parcel without any reduction in value for encumbrances), and Eagle Z pays the cost to grade, lay gravel and asphalt on the Additional Parking Parcel and for laying asphalt on the balance of the Replacement Permanent Ingress, Egress and Parking Easement Parcel, and upon the terms and conditions hereinafter set forth.

L. The Village is willing to grant the Replacement Permanent Ingress, Egress and Parking Easement to construct the Relocated Access Drive, pay for the Customer Gate and the Replacement Gate, and to sell the Sale Parcel to Eagle Z for the appraised value of \$18,300 and grant an easement for parking over the Additional Parking Parcel, upon the terms and conditions hereinafter set forth, and Eagle Z and Global are willing to enter this Agreement and take on their respective obligations hereunder, upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings hereinafter set forth, the receipt and sufficiency of which is hereby irrevocably acknowledged, it is agreed by and among the parties as follows:

1. Recitals: The Recitals are hereby incorporated into the body of this Agreement.

2. A. Grant of Replacement Permanent Easement. The Village, as the owner of Parcel 1 and as Grantor, will grant to Eagle Z as Grantee and to Grantee's manager:(s) members, servants, employees, agents, representatives, tenants, invitees, visitors, licensees, concessionaires, customers, successors and assigns, a permanent easement

appurtenant to Parcel 1, 40 feet to 50 feet in width, over and across the Replacement Permanent Ingress, Egress and Parking Easement Premises as legally described on Exhibit 3 and depicted on the Plat of Easement attached hereto as Exhibit 4 and again legally described thereon under the heading "Replacement Permanent Ingress, Egress and Parking Easement", for access, ingress and egress to and from the Lambert Lane right-of-way to the Sale Parcel and to Parcel 2 and for parking of customer vehicles along and perpendicular to the fence along the north side of Parcel 2 within said easement premises, by the deposit into escrow and subsequent recording of the Grant of Replacement Permanent Ingress, Egress and Parking Easement document in form as attached hereto as **Exhibit 8** upon the terms and conditions of this Agreement.

2. B. Grant of Additional Parking Easement. The Village, as the owner of Parcel 1 and as Grantor, will grant Eagle Z as Grantee, and to Grantee's tenants, and their respective successors and assigns, for use by their respective invitees and customers as long as Parcel 1 is used as an auto storage and salvage yard, a permanent easement appurtenant to Parcel 1, over a 4,580 S.F. portion of Parcel 1 located immediately south of the south line of Parcel 2 and immediately west of the Replacement Permanent Ingress, Egress and Parking Easement legally described on Exhibit 3 (the "Additional Parking Easement Parcel") for the sole purpose of parking of operable Global Recycling customer vehicles. Eagle Z shall pay to the Village the sum of \$5,125.00 for the Additional Parking Easement Parcel calculated at the unencumbered price per square foot market value equivalent of the Sale Parcel set forth in the MAI Appraisal (\$48,750 per acre = \$1.119 per square foot x 4,580 S.F.). Eagle Z shall also pay to the Village for the cost to fully grade, place stone, lay asphalt paving and mark the Additional Parking Easement Parcel to add ten (10) additional parking spaces along the fence on the south

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property line of Parcel 2, and pay for the cost to pave and mark (including one handicapped space) the "Gravel Pavement" portion of the Replacement Permanent Ingress, Egress and Parking Easement depicted on Exhibit 5A of the Agreement (collectively, the "Additional Parking Improvements") at the unit prices in the Spaulding Road Improvement Agreement between the Village and Schroeder Asphalt Services, Inc. awarded to the low bidder on July 19, 2016. Eagle Z shall reimburse the Village for said costs within thirty (30) days of receipt of an invoice therefor after the Additional Parking Improvement work is completed.

3. Abrogation, Release and Termination of Easements. Provided the Village is able to utilize the CN Noise Mitigation Money for the cost of constructing and installing the Relocated Access Drive and Replacement Gate, the Village will pay for and cause the Customer Gate and the Relocated Access Drive to be constructed and pay for the cost of installing the Relocated Gate, removing the old gate and erecting a fence where the old gate was located. Upon completion of the Relocated Access Drive, Eagle Z and Global shall each execute a separate Abrogation, Release and Termination of Easements abrogating, releasing and terminating all right, title and interest in and to the 2009 Permanent Easement Premises and the 2009 Temporary Easement Premises granted under the 2009 Easement Agreement, in form as attached hereto as **Exhibit 9** except as said document is required to be modified to satisfy the Title Insurer; and an Abrogation, Release and Termination of Roadway Easement Grant in form attached hereto as **Exhibit 10** except as said document is required to be modified to satisfy the Title Insurer; and deposit the same in escrow pursuant to paragraph 10 and subsequent recording upon the terms and conditions of this Agreement. Upon recording of the Grant of Replacement Permanent Ingress, Egress and Parking Easement and provided the Village has

constructed the Relocated Access Drive and paid for the Customer Gate and the Replacement Gate, the Abrogation, Release and Termination of Easements and the Abrogation, Release and Termination of the Roadway Easement Grant, and the Village shall then be authorized post closing, and is hereby granted a license by Eagle Z, to install a barrier curb along the south line of Parcel 1 and Parcel 2 to prevent further ingress and egress from Spaulding Road to said parcels.

4. Sale. Eagle Z agrees to purchase and the Village hereby agrees to sell the Sale Property as surplus property, and all other rights and interests appurtenant thereto, upon the terms and conditions herein set forth. Eagle Z agrees to pay for, and the Village is willing to grant, the easement over the Additional Parking Easement Parcel, which is surplus property, upon the terms and conditions herein set forth.

5. Purchase Price. The Purchase Price for the Sale Property shall be Eighteen Thousand Three Hundred Dollars (\$18,300.00), plus or minus prorations, and shall be paid by Eagle Z by certified check, cashier's check or wire transfer payable to the title company at the time of closing, as hereinafter provided. The said Purchase Price shall be reduced by the cost of the Customer Gate and the Replacement Gate, and if the cost of said gates exceeds the Purchase Price for the Sale Property, the Village will pay the difference to Eagle Z.

6. Survey. The Village has delivered to Eagle Z a Plat of Survey of the Sale Property which is attached hereto as **Exhibit 6**, which Eagle Z has determined is acceptable.

7. Title Commitment and Policy. A. Within thirty (30) days after Effective Date of this Agreement, the Village shall cause to be delivered to Eagle Z, at the Village's expense, a written commitment (the "Title Commitment") from Chicago Title Insurance

Company (the "Title Insurer") to issue its ALTA Form 1970-B owner's title insurance policy in the minimum amount of \$50,000.00, together with copies of any and all restrictions, covenants, conditions and any and all easements of record as set forth in the Title Commitment, subject to the general exceptions contained in owner's policies customarily issued by the Title Insurer, insuring Eagle Z's title to the Sale Property, including, without limitation, those easements running for the benefit of Parcel 1 on or after the Effective Date hereof, subject only to the following special exceptions: (1) general real estate taxes on the Real Estate for the year 2015 and taxes for subsequent years; (2) zoning, building and other laws and ordinances; (3) covenants and restrictions of record; (4) drainage ditches, feeders, laterals and drain tile, pipe or other conduit; (5) the Grant of Permanent Access and Agreement for Temporary Easement for Additional Access and Parking dated June 16, 2009, recorded May 12, 2010 as Document No. 1013231102; (6) the Roadway Easement Grant; (7) acts done or suffered by or judgments against Eagle Z or Global, or those claiming, by, through or under Eagle Z or Global, all of which are hereinafter referred to as the "Permitted Exceptions", and title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at Closing and which shall be removed at that time by using the funds paid by Eagle Z at Closing, if available and in any event any such special endorsement of Eagle Z's lender being at Eagle Z's cost and expense.

B. If the Title Commitment and the Plat of Survey, or either of them, disclose (1) exceptions to title other than the Permitted Exceptions, (2) liens or encumbrances of an ascertainable amount which may be removed by the payment of money at Closing, or (3) survey matters that render the title unmarketable, the Village shall have thirty (30) days from the date of delivery of the Title Commitment to Eagle Z to have such exceptions

removed from the Title Commitment (or to have the Title Insurer commit to insure for the full amount of the Title Commitment against any loss or damage that may be caused by such unpermitted exceptions and further commit to reissue such coverage in subsequent policies of title insurance insuring title to the Sale Property) and provide evidence thereof to Eagle Z. If the Village is able to cure such unpermitted exceptions by having the Title Insurer waive such exceptions or commit to insure over the same, then Eagle Z shall proceed in accordance with the provisions of this Agreement. If The Village fails to have such exceptions removed or insured over within such time period, Eagle Z may elect, on or before the Closing Date, to (1) terminate this Agreement, or (2) proceed to close the transaction contemplated hereby and accept title subject to such unpermitted exceptions with the further right to deduct from the Purchase Price amounts secured by unpermitted liens or encumbrances of a definite or ascertainable amount, and to cause the Title Insurer to issue its endorsement insuring against damage or loss caused by any such unpermitted exceptions and deduct from the Purchase Price the cost of premiums and security provided for said endorsements, as the case may be.

C. The closing shall be "New York Style", and at closing Eagle Z shall receive from the Title Insurer a Title Policy at the Village's expense to cover the Closing Date and the recording of (1) the deed to the Sale Property, (2) the Grant of Replacement Permanent Ingress, Egress and Parking Easement, and (3) a grant of easement for the Additional Parking Easement Parcel, concurrent with the Closing Date. The Title Policy shall be on an ALTA Owner's Form, subject only to the Permitted Exceptions, in an amount equal to the purchase price, showing Eagle Z as the owner insured thereunder.

10. Closing.

A. The closing of this transaction, including the making of all deposits in the Escrow including the making of all deposits in the Escrow required to be made pursuant to the terms of this Agreement and the Escrow Agreement, shall take place on the 30<sup>th</sup> day following the completion of the Relocated Access Drive, at the Lisle office of Chicago Title Insurance Company (the "Closing" or the "Closing Date").

B. On or before the Closing Date, the Village shall deposit or cause to be deposited in the Escrow the following closing documents:

- (1) A recordable Warranty Deed in appropriate form to convey the Sale Property to Eagle Z, free and clear of any liens, leases, easements, covenants, encumbrances or restrictions of any nature whatsoever except the Permitted Exceptions;
- (2) Grant of Replacement Permanent Ingress, Egress and Parking Easement.
- (3) An affidavit executed by The Village in form and substance acceptable under Section 1445 of the Internal Revenue Code, as amended, setting forth under penalty of perjury, The Village's United States taxpayer identification number and certifying that The Village is not a "foreign person" as that term is used under Section 1445 (b)(2) of the Internal Revenue Code, as amended;
- (4) Executed ALTA Statements;
- (5) An affidavit of title;
- (6) A GAP undertaking in form as customarily required by the Title Insurer;
- (7) Such other documents, instruments, certifications, resolutions and confirmations as may reasonably be required by the Title Insurer and the Eagle Z, or either of them, to fully effect and consummate the transactions contemplated hereby; and
- (8) Grant of easement for parking over the Additional Parking Easement Parcel.

C. On or before the Closing Date, Eagle Z shall deposit or cause to be deposited into the Escrow the following:

(1) Executed ALTA Statements;

(2) Abrogation, Release and Termination of Easements of the 2009 Permanent Easement and Release of the 2009 Temporary Easement, each granted under the 2009 Easement Agreement, and termination of the 2009 Easement Agreement.

(3) Abrogation, Release and Termination of the Roadway Easement Grant.

(4) The balance of the Purchase Price as set forth in Paragraph 6, if any; and

(5) A GAP undertaking in form as customarily required by the Title Insurer, if any.

(5) Such other documents, instruments, certifications, resolutions and confirmations as may reasonably be required by the Title Insurer and the Village, or either of them, to fully effect and consummate the transactions contemplated hereby.

(6) Payment of monies owed the Village hereunder in the form of a cashier's check or wire transfer.

D. On or before the Closing Date, the Village and Eagle Z shall jointly deposit or cause to be deposited into the Escrow the following:

(1) Jointly executed Closing Statement; and

(2) Such municipal, county and state real estate transfer declarations or exemption certifications as may be required.

11. The Village shall pay all charges not expressly required to be paid by Eagle Z and/or Global herein, including, without limitation, all title and recording charges (except for recording of loan documents) and title insurance premiums, fees and any transfer or stamp tax imposed by State, County or Municipal law or ordinance, unless exempt therefrom, and the cost of the Survey. The parties shall split equally the closing and deed and money escrow fees. After the closing and issuance of a later date title policy insuring the Sale Parcel, including access thereto and to Parcel 2 by virtue of the Grant of Replacement Permanent Ingress, Egress and Parking Easement in lieu of the abrogated, released and terminated 2009 Permanent Easement, the 2009 Temporary Easement,

and/or the Roadway Easement Grant, the Village shall have the right to install and construct a barrier curb and/or non-mountable median to prevent further road access to and from Parcel 1, Parcel 2 and/or the Sale Parcel off of Spaulding Road.

12. Disconnection and Zoning in County. Given that auto storage and salvage yards are not permitted or special uses under any Village of Bartlett Zoning District after Eagle Z has purchased the Sale Parcel, the Village will pass an ordinance disconnecting the Sale Parcel from the Village, within sixty (60) days of receipt of (1) a proper petition to disconnect the Sale Parcel from the Village of Bartlett; and (2) a plat of disconnection of the Sale Parcel. The Village agrees that it will not object to any petition or application to consolidate the Sale Parcel with Parcel 1 or to rezone the Sale Parcel in Cook County to the same zoning as on Parcel 1, including any petition for a special or conditional use to allow an expansion of the auto storage and salvage yard use and/or construct a building ancillary to said use with a building height of not greater than 30 feet provided (i) the existing fence remains or is relocated or a fence of the same size, quality and appearance is erected along the east line of the Sale Parcel; and (ii) no audio speakers which amplify sound shall be placed upon the Sale Parcel; or the Additional Parking Easement Parcel.

13. Global Post-Closing Truck Restrictions. After the closing on the sale of the Sale Parcel to Eagle Z and the completion of the Relocated Access Drive, Eagle Z and Global agree that as long as: (i) Eagle Z (or an entity in which William Zuccaro has an interest) owns the Sale Parcel; and/or (2) Global (or another entity in which William Zuccaro owns stock or a membership interest, or is an officer, director or manager) operates an auto storage and salvage yard or similar or ancillary use on the Sale Parcel, no truck or commercial vehicle greater than 8,000 pounds gross weight (D Plate and above) or any tow truck or flatbed truck, irrespective of size, which is owned, leased

and/or operated by Global, or any affiliate of Global or Eagle Z (the "Global Trucks") shall travel upon Lambert Lane north of the Relocated Access Drive, or upon Naperville Road, or Spaulding Road east of Lambert Lane (the "Prohibited Truck Routes"), provided the Permitted Truck Routes defined herein below are open. From and after the closing on the Sale Parcel and completion of the Relocated Access Drive, the Global Trucks shall access and travel to and from Parcel 2 utilizing only the following routes:

- From the North: Lake Street to Bluff City Blvd., south then west to Gifford Road, south to Spaulding Road, east to Lambert Lane, north to the Relocated Access Drive for Parcel 2.
- From the South: West Bartlett Road to Gifford Road, north to Spaulding Road, east to Lambert lane, north to the Relocated Access Drive for Parcel 2.
- From the West: Route 25 to West Bartlett Road, east to Gifford Road, north to Spaulding Road, east to Lambert Lane, north to the Relocated Access Drive for Parcel 2.
- From the East: Route 59 to (i) West Bartlett road, west to Gifford Road, north to Spaulding Road east to Lambert Lane, north to the Relocated Access Drive for Parcel 2, or (ii) Lake Street west to Bluff City Blvd., south then west to Gifford Road, south to Spaulding Road east to Lambert Lane, north to the Relocated Access Drive for Parcel 2.

(the "Permitted Truck Routes"), provided said Permitted Truck Routes are open. Eagle Z shall amend its lease with Global making it a default thereunder for any of the Global Trucks to use the Prohibited Truck Route and mandating that the Global Trucks use the Permitted Truck Routes. Eagle Z shall include similar provisions in every lease renewal or new lease for its other tenants on Parcel 2, if any ("Grantee's Other Tenants") to make it a default under said renewed or new leases to prohibit said tenants from allowing their commercial vehicles to use the Prohibited Truck Routes and mandating said tenants to only use the Permitted Truck Routes for their respective commercial vehicles for access to Parcel 2 provided the Permitted Truck Routes are open. The foregoing truck route

restriction shall be an ongoing contractual obligation binding upon Eagle Z and Global, and upon each of their respective affiliates, successors and assigns, and said obligations shall not merge with the delivery of the deed to the Sale Parcel from the Village to Eagle Z. The use of Prohibited Truck Routes and/or failure to only use a Permitted Truck Route by a Global customer shall not constitute a default under this Agreement. The use of the Prohibited Truck Route and/or the failure to use a Permitted Truck Route for access by Eagle Z and Global, or either of them, or by their respective, managers, members, officers, directors, employees, affiliates, successors and assigns shall constitute a default or breach of this contract, however, in the event of any such default or breach, there shall be no reversion or reverter of title to the Sale Parcel, but the Village may enforce this provision by the levy of a fine and shall have all available remedies for each violation as provided by state statute or local ordinance as they may be amended from time, and Global waives any defense to any overweight or prohibition against tow trucks on any of the Prohibited Routes on the basis that travel upon said road is for local delivery. In the event of repeated violations or defaults here under and the failure stop said violations and/or cure said defaults the Village shall be entitled to enforce this provision by injunctive relief.

14. Default/Remedies. Other than a default or breach of the Global truck route restrictions set forth in paragraph 13 which provides for its own default and remedy provisions, in the event of any other default or breach of this Agreement, the non-defaulting party shall be entitled to all available remedies at law and/or in equity.

15. Attorney's Fees. In the event either party enforces this instrument by appropriate action in a court of law, the prevailing party in such litigation shall be entitled to recover as part of its costs, its reasonable attorney's fees.

16. Notice. All notices hereunder shall be deemed properly served if delivered in person by commercial overnight air courier, by facsimile or by registered or certified U.S. Mail, return receipt requested, with postage prepaid to the following or to such other or additional parties and addresses as either Grantor or Grantee may subsequently designate by notice:

If to Grantor:	Village of Bartlett 228 South Main Street Bartlett, Illinois, 60103 Attn: Valerie L. Salmons, Village Administrator Telephone: 630-837-0800 Fax: 630-837-2468
With Copies to:	Bryan E. Mraz, Esq. 111 East Irving Park Rd. Roselle, Illinois, 60172-2070 Telephone: 630-529-2541 Fax: 630-529-2019
If to Grantee:	Eagle Z Properties, LLC 357 Eagle Lane Bloomingdale, Illinois, 60108 Attn: William Zuccaro Telephone: 847-608-4700 Fax: 847-608-9777
With Copies to:	Salvatore Spaccaferro, Esq. One Woodfield Place 1701 E. Woodfield Road Suite 1101 Schaumburg, Illinois, 60173 Telephone: 630-628-5400 Fax: 847-464-5935
If to Global:	Global Auto Recycling & Repair Corp. 31 W 450 Spaulding Road Elgin, Illinois, 60120 Attn: Joseph Zuccaro Telephone: 847 – 608-4700 Fax: 847 – 608-9777

With Copies to: Salvatore Spaccaferro, Esq.  
One Woodfield Place  
1701 E. Woodfield Road  
Suite 1101  
Schaumburg, Illinois, 60173  
Telephone: 630-628-5400  
Fax: 847-464-5935

17. Effective Date. The "Effective Date" or the "Contract Date" of this Agreement shall be the date of final signature herein by the last of Eagle Z and The Village to execute this Agreement.

18. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the purchase and sale of the Property, and the same may not be ended, modified or discharged, except by an instrument in writing signed by the party to be bound thereby.

19. Persons Bound. This Agreement, and all covenants and provisions herein contained, shall bind and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors and assigns.

20. Further Assurances. The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances as to take all such further action before or after the Closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

21. Survival and Benefit. All representations, warranties, agreements and obligations of the parties shall, notwithstanding any investigation made by any party hereto, survive the closing and the same shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Neither party shall assign all or any

part of its interest under this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld.

22. No Third Party Benefits. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective nominee, heirs, successors and assigns, and no third party is intended to or shall have any rights hereunder, except for Global, which is a third party beneficiary of this Agreement.

23. No Partnership or Joint Venture. Nothing contained in this Agreement is intended or shall be construed in a manner to create any relationship between The Village and Eagle Z other than the relationship of Eagle Z and the Village, and The Village and Eagle Z shall not be considered agents of the other, joint venturers or partners for any purpose.

24. No Recording. Neither this Contract nor any notice or memorandum hereof (except a Lis Pendens Notice filed contemporaneously with the filing of a lawsuit for specific performance of this Contract) shall be recorded against the Sale Property without the Village's express written consent.

25. Interpretation.

A. The headings and captions herein are inserted for reference only and the same shall not limit or construe the paragraphs or sections to which they apply or otherwise affect the interpretation hereof.

B. The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms shall refer to this Agreement, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Agreement.

C. Words of the masculine, feminine or neuter gender shall mean and include the correlative words of other genders, and words importing the singular number shall mean and include the plural number and vice versa where the context so requires.

D. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

E. The terms "include," "including," and similar terms shall be construed as if followed by the phrase "without being limited to."

F. This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed an original, but all of this together shall constitute on and the same instrument.

G. Whenever under the terms of this Agreement time for performance of a covenant or condition falls upon a Saturday, Sunday or holiday, such time for performance shall be extended to the next business day. Otherwise all references herein to "days" shall mean calendar days.

H. All exhibits attached to this Agreement are hereby incorporated as a part of this Agreement by reference.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals on the days and dates written below.

Dated: \_\_\_\_\_, 2016

VILLAGE OF BARTLETT

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

Attest:

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

Dated: \_\_\_\_\_, 2016

EAGLE Z PROPERTIES, LLC

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

GLOBAL AUTO RECYCLING &  
REPAIR CORP.

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