

# VILLAGE OF BARTLETT

## BOARD AGENDA

APRIL 18, 2017

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 – April 4, 2017

\*7. BILL LIST: April 18, 2017

8. TREASURER'S REPORT: February, 2017  
Motor Fuel Tax Report – January, 2017  
Sales Tax Report – December, 2016

9. PRESIDENT'S REPORT:

1. Building Safety Month Proclamation
2. Arbor Day Proclamation
3. Arts in Bartlett Class D. Liquor License
4. Liquor License Renewals

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. 2250-2260 Southwind Blvd. Site Plan/PUD and Special Use

B. BUILDING COMMITTEE, CHAIRMAN HOPKINS  
None

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE  
\*1. Transfer of 2017 IRB Volume Cap

D. LICENSE & ORDINANCE COMMITTEE  
None

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO  
\*1. Apple Blossom Run Parade Permit

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

1. Quiet Zone – Canadian Pacific Agreement
2. Brewster Creek Business Park Acceptance of Public Improvements
3. Brewster Creek Business Park Approval of PICA
- \*4. Water Conservation Ordinance
- \*5. Intergovernmental Agreement to use GPS Unit from MWRD

13. NEW BUSINESS:

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**April 4, 2017**

---

1. CALL TO ORDER

President Wallace called the regular meeting of April 4, 2017 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 Camerer, Carbonaro, Deyne, Hopkins, Reinke, and President Wallace

ABSENT: Trustee Arends

ALSO PRESENT: Acting Village Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Interim Finance Director Todd Dowden, Community Development Director Jim Plonczynski, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Grounds Superintendent Kevin DeRoo, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Chuck Snider, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Ed Weiss from Faith World Outreach 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.

There were no additions.

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



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**April 4, 2017**

---

Trustee Camerer moved to approve the Consent Agenda and all items contained therein, and that motion was seconded by Trustee Carbonaro.

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

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

**NAYS:** None

**ABSENT:** Trustee Arends

**MOTION CARRIED**

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

President Wallace presented liquor license renewals for the following:

Class A	Hanover Township	250 S IL Route 59
Class A	Pasta Mia, LTD	116 Bartlett Plaza
Class A	Friedman Enterprises, Inc. dba Bannerman's Sports Grill	858 S IL Route 59
Class C	Highland Park CVS, LLC dba CVS Pharmacy - #5688	1099 W Army Trial Rd
Class C	Highland Park CVS, LLC dba CVS Pharmacy - #6701	101 Bartlett Plaza
Class C	Jala Krupa, Inc dba Suburbia Liquors	885 S IL Route 59
Class C	Pashiv, Inc dba Mr. Quik Ezz	980 S Bartlett Rd
Class A ext	Bartlett Volunteer Fire Association	218 S Main St

President Wallace stated that if there were no objections he would reissue each of the above liquor licenses which will be renewed for the license year May 1, 2017 to April 30, 2018. There were no objections.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**April 4, 2017**

---

11. TOWN HALL

Dorothy Dean, 1605 Spaulding Road

Ms. Dean stated that she is a 14 year resident and she loves it in Bartlett. She wanted to comment on the increased traffic in the downtown and what a good thing that is. She stated that O'Hare's is doing good as well as Arts in Bartlett. She brings up the positive aspect because she wants to see everyone support the arts and the community. She stated that Arts in Bartlett is bringing in over 200 families every week for affordable art and music lessons. She asked the Board to continue their support.

David Ziegler, Ace Hardware, 2490 Tall Oaks Drive, Elgin

Mr. Ziegler stated that he is president and owner of the new Ace Hardware in Bartlett. He stated that things are going well over at Ziegler's Ace and they have had great cooperation from the community development department and code inspection department. They opened on February 15 and had over 200 customers each day last weekend.

He spoke about the ordinances that are on the agenda tonight, Cook County Minimum Wage and Cook County Earned Sick Leave. He stated that there are a lot of theories with minimum wage, especially those who are not in business. They created 18 new jobs in Bartlett and six of those came in at the State minimum wage. All the others came in at \$10 an hour or above. The employees at minimum wage are all first time job holders and they are all learning how to show up on time, deal with supervisors, deal with customers, so they are getting a really good education to set them up for future careers. The economics of this, if the \$8.25 an hour person goes up to \$10 an hour, it would certainly be a hit to their bottom line. The real repercussion is that the people that are at \$10 an hour and above will expect a raise also. This equates to a 20-25% increase in their payroll. A good Ace Hardware store earns about 3% on the bottom line. A \$1 million store should have a net profit of about \$30,000. This increase in the payroll will just about wipe out the net profit. They would have some decisions to make and obviously would not renew their lease or they could raise prices or cut back on staff. That would not put them in a good market position because they have other competition like the big orange over on Route 59 Stearns Rd. He understood that other communities such as Elgin, Barrington, Schaumburg are opting out of this intrusive regulation and he encouraged Bartlett to do the same.



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**April 4, 2017**

---

12. STANDING COMMITTEE REPORTS

A. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that Ordinance 2017-37, an Ordinance Amending Title 6, Chapter 11-1300, Section 6-11-1303:1: of the Bartlett Municipal Code to Prohibit Parking Along Public Streets Within the Brewster Creek Industrial Park was covered and approved under the Consent Agenda.

B. BUILDING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne presented Resolution 2017-34-R, A Resolution Adopting the Village of Bartlett Budget for Fiscal Year 2017/2018. He stated that they reviewed the proposed budget at the March 7 and March 14 Finance Committee meetings. Adjustments to reduce the proposed budget totaling \$66,405 and one adjustment to increase the proposed budget by \$45,000 have been included. A Public Hearing was conducted on March 21, 2017 and the budgeted expenditures totaled \$88,408,924.

Trustee Deyne moved to approve Resolution 2017-34-R, A Resolution Adopting the Village of Bartlett Budget for Fiscal Year 2017/2018 budget in the amount of \$88,408,924 and that motion was seconded by Trustee Camerer.

Trustee Hopkins stated that he appreciated staff adding the mosquito abatement services for Cook County in this budget.

**ROLL CALL VOTE TO APPROVE RESOLUTION 2017-34-R ADOPTING THE BUDGET FOR 2017/18**

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

**NAYS:** None

**ABSENT:** Trustee Arends

**MOTION CARRIED**

Trustee Deyne presented Ordinance 2017-35, An Ordinance Amending Title 1 of the Bartlett Municipal Code to Add New Chapter 16 Entitled "Bartlett Minimum Wages" to Conflict with the Cook County Minimum Wage Ordinance.

Trustee Deyne moved to defer this item to the Committee of the Whole meeting on April 18, and that motion was seconded by Trustee Hopkins.



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**April 4, 2017**

---

ROLL CALL VOTE TO DEFER ORDINANCE 2017-35, COOK COUNTY MINIMUM WAGE TO THE COMMITTEE MEETING ON APRIL 18, 2017

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

Trustee Deyne presented Ordinance 2017-36, An Ordinance Amending Title 1 of the Bartlett Municipal Code to Add New Chapter 17 Entitled "Regulations for Employee Sick Leave for Businesses Operating in Bartlett" to Conflict with the Cook County Earned Sick Leave Ordinance.

Trustee Deyne moved to defer this item to the Committee of the Whole meeting on April 18, and that motion was seconded by Trustee Carbonaro.

ROLL CALL VOTE TO DEFER ORDINANCE 2017-36, COOK COUNTY EARNED SICK LEAVE TO THE COMMITTEE MEETING ON APRIL 18, 2017

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

Trustee Deyne stated that Resolution 2017-38-R, a Resolution Granting the U-46 February 1, 2017 Request for Release of School Donations and Authorizing the Release of \$98,869.44 to U-46 from the Developer Deposit Fund, and Resolution 2017-39-R, a Resolution Approving of the Purchase of one John Deere Model 4052R Compact Utility Tractor were covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN ARENDS

Trustee Arends stated that there was no report.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that there was no report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer stated that Resolution 2017-26-R, a Resolution Approving Ruzicka Field Parking Lot Construction and Engineering was Tabled at the March 21<sup>st</sup> meeting. He stated that the resolution was for \$675,000 for the paving of the parking lot.



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**April 4, 2017**

---

Trustee Camerer moved to remove from the Table, Resolution 2017-26-R, A Resolution Approving Ruzicka Field Parking Lot Construction and Engineering, and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO REMOVE FROM THE TABLE, RESOLUTION 2017-26-R, RUZICKA FIELD PARKING LOT

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

NAYS: None

ABSENT: Trustee Arends

MOTION CARRIED TO REMOVE FROM TABLE

Trustee Camerer moved to approve Resolution 2017-26-R, a Resolution Approving Ruzicka Field Parking Lot Construction and Engineering and that motion was seconded by Trustee Deyne.

Trustee Camerer stated that he still has quite a lot of reservations spending \$675,000 on a parking lot. He also thought it was an issue because of the water expenses as well as the new police department.

Trustee Hopkins stated that he would have to agree with that. In his packet it states that ComEd would not allow them to have this lot before and he wondered what the reasons were.

Public Works Director Dan Dinges stated that ComEd did not want a hard surface there in case they had to do any electrical work. They will allow us to pave the lot but if they need to get in there it would be our responsibility to maintain the parking lot.

Trustee Hopkins asked if the parking lot was on their easement.

Mr. Dinges stated that it is on the right-of-way.

Trustee Hopkins asked if we would be responsible if ComEd had to rip up the parking lot.

Mr. Dinges stated that it would be part of the agreement with ComEd but that would probably be our responsibility to repave.

Trustee Hopkins suggested that until we know that this is going to be a permanent structure for 30 years, he did not know if that was the best use of funds right now.

Trustee Camerer agreed. He felt that they were not maintaining the parking lot properly and perhaps that is why the potholes are there.



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**April 4, 2017**

---

Mr. Dinges stated that they could spend more time out there.

Trustee Camerer thought if they could grade it and kept the potholes down it would suffice.

Trustee Deyne asked if there was a chance that the \$675,000 cost could be less.

Mr. Dinges stated that \$675,000 is the high-end just to get MFT authorization to utilize funds. It would cover the engineering, permit fees, construction. We expect the construction to come in below that but they need to make sure that the MFT funds will cover it so they don't have to go back to get reauthorization.

Trustee Deyne asked if this would be put out to bid. Perhaps if the numbers come in and they are more favorable, maybe move ahead with this?

Mr. Dinges stated that the only thing we would lose on would be the engineering. You would have to go through the full engineering, design, put it out to bid and could reject the bids if they come in too high.

Trustee Deyne asked how much money are they risking.

Mr. Dinges stated that the engineering is in the \$50,000 range.

Trustee Deyne asked if the bids are not acceptable can they use the same engineering plans the next year.

Mr. Dinges stated "yes", within a couple of years you could use the same plans. He will check on the specifics with ComEd and if we would be responsible if they were to tear up the lot.

Trustee Deyne stated that this parking lot will last for 30 years and he thought they should move forward with the engineering.

Trustee Reinke stated that he didn't think they should do it piecemeal. He had no objection to improving the parking lot so it is usable and safe but \$675,000 is a lot of money that could be put toward wider use in repairing streets, etc. He did not think they should do the engineering.

Trustee Hopkins stated that if they were not doing the police facility and the Lake Michigan water it would be a different conversation. He did not think this was the right time.

Trustee Deyne stated that the number may come in lower and that is why he proposed doing the engineering and getting quotes so we knew where we stood.



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**April 4, 2017**

---

President Wallace asked if this was budgeted.

Mr. Dinges stated that it was in the Capital budget.

President Wallace stated that this was supposed to be paved years and years ago. He stated that this project is done with MFT funds and not in any way going to reduce the amount we spend on our streets.

Trustee Camerer stated that the converse of that is that we could actually do more to the streets or the bicycle paths in town with some of that money.

President Wallace stated that he thought they should Table this for a meeting in the future.

Trustee Carbonaro stated that this property was a conglomeration of three items, a builder U-46 property, the developer's park property and another portion was bought from a memorial fund to purchase additional land and so this could be given to the Village of Bartlett as a park area. This has been in the possession of the Village of Bartlett since 1977 or 78 and we have done nothing to it except throw rock over the potholes which are caused by the lack of drainage in the parking lot. If the water is going to sit underneath, the potholes will continue. He spent 16 of his 32 years in the Village of Bartlett at this parking lot. He lost two mufflers and one tie rod. The gentleman who gave us this property is probably rolling over in his grave. If we are not going to maintain it then give it back to whom gave it to us. If we don't have the money to do this project then we are going to have the same problem 15 years from now. We are going to have the same problem with Kohler fields, Bartlett Park when the gazebo falls down. We do not have the funds for this because we are not designed to be parks and recreation, it is another taxing body down the street. The reason we are trying to do this is because we have the funds and the other taxing bodies do not. We are going to have this conversation again when we want to improve the bike paths which are also under the Park District. If we are not going to do what we are supposed to do with the properties we own, then we should give it back to Mr. Ruzicka.

Trustee Camerer stated that he didn't say we would never do it.

President Wallace agreed with Trustee Carbonaro's comments and Trustee Deyne's need to do something with this parking lot. He also had some issues there and it is a reflection on Bartlett and other teams parking at this location. He has parked at hundreds of locations and that is the worst parking lot for a youth sports situation. He agreed that the timing is poor right now and thanked the staff for putting the information together. He felt that their time and money is going to be consumed by the new police facility and water works. He asked the Board if they want to defer indefinitely or bring it up at another time.



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**April 4, 2017**

---

Attorney Mraz stated that the Board could vote to postpone the matter indefinitely as that is a motion under Roberts Rules of Order that could be made.

President Wallace stated that he would like to see that happen because if there is some reason that an infrastructure grant may come up then they could reconsider and get it done.

Trustee Deyne stated that he thought it would be prudent to do the engineering work and send it out for bid at a later date to find out specifically to get some hard numbers.

President Wallace stated that is tricky because it could end up being a waste of money.

Trustee Reinke moved to Postpone Indefinitely the Ruzicka Field Parking Lot Construction and Engineering, and that motion was seconded by Trustee Camerer.

**ROLL CALL VOTE TO POSTPONE INDEFINITELY RESOLUTION 2017-26-R  
APPROVING RUZICKA FIELD PARKING LOT CONSTRUCTION AND ENGINEERING**

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

**NAYS:** Trustee Deyne

**ABSENT:** Trustee Arends

**MOTION CARRIED**

Trustee Camerer stated that Resolution 2017-40-R, a Resolution Approving of the Agreement Between the Village of Bartlett and Brothers Asphalt Paving Inc. for the 2017 Various Streets Project; Resolution 2017-41-R, a Resolution Approving of the Agreement Between the Village of Bartlett and Patriot Pavement Maintenance Inc. for the 2017 Crack Sealing Project; Resolution 2017-42-R, a Resolution Approving of the Agreement Between the Village of Bartlett and Schroeder & Schroeder Inc. for the 2017 Concrete Replacement Program; Resolution 2017-43-R, a Resolution Approving of the Agreement Between the Village of Bartlett and Alliance Contractors Inc. for the Stearns Road Over Country Creek Project; Resolution 2017-44-R, a Resolution Approving of Jervey Lane Water Main Replacement Agreement Between the Village of Bartlett and Gerardi Sewer Water Co.; Ordinance 2017-45, an Ordinance Amending Title 7 of the Bartlett Municipal Code to add Chapter 8 to Regulate Small Cell Facilities, Distributed Antenna Systems, and Personal Wireless Telecommunication Facilities in the Public Rights-of-Way were covered and approved under the Consent Agenda.

**13. NEW BUSINESS**

Trustee stated that he would like to take a moment to thank the police department for the excellent open house they had last weekend. He was shocked to hear that they had 900



**VILLAGE OF BARTLETT  
BOARD MINUTES  
April 4, 2017**

---

guests going through the door. He thought it was very informative and they did an outstanding job.

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Reinke stated that when they talk about the Cook County minimum wage he would like information on how Cook County has the authority to set the minimum wage. He understood there was an opinion from the Cook County State's Attorney that was quoted in the media and saying that they don't have the authority.

Attorney Mraz stated that was correct. The Cook County State's Attorney's office issued an opinion that Cook County did not have authority to pass that ordinance, but the Cook County Board of Commissioners passed it anyway.

Trustee Hopkins asked for a list of other communities that have opted out.

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 then into Executive Session to Discuss Property Acquisition Pursuant to Section 2(c)5 of the Open Meetings Act.

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: Trustee Arends

MOTION CARRIED

The meeting was adjourned at 7:37 p.m.

Lorna Giles  
Village Clerk



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
April 4, 2017**

---

President Wallace called the Committee of the Whole meeting to order at 7:37 p.m.

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

ABSENT: Trustee Arends

ALSO PRESENT: Acting Village Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Interim Finance Director Todd Dowden, Community Development Director Jim Plonczynski, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Grounds Superintendent Kevin DeRoo, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Chuck Snider, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

**PLANNING & ZONING COMMITTEE**

1. 2250-2260 Southwind Blvd.

Trustee Reinke asked staff for any additions before sending this to the Village Board for a final vote.

Community Development Director Jim Plonczynski stated that the Plan Commission reviewed it and recommended approval.

2. Balance Family Chiropractic

Trustee Reinke asked staff to give the Board a little more detail.

Mr. Plonczynski stated that they have Dr. Ackerman (owner) of Balance Family Chiropractic in the audience as well as the project planners. He stated that it is a rebuild of the existing building at 366-68 S. Main Street to construct a new 6,152 square-foot building consisting of a chiropractic office (4,285 SF) and two residential apartments (1,867 SF) on both the first and second floors. The petitioner is requesting a site plan review to demolish the existing building and to construct a new building. There are also some variations to allow the building and parking areas in the front, side and rear yard setbacks. The design will accommodate nicely into the downtown.

The Board agreed that it would be good for the downtown area.

Trustee Hopkins asked if this could be forwarded directly to the Board after the Zoning Board of Appeals to conduct a Public Hearing and the Plan Commission for further review.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
April 4, 2017**

---

Trustee Reinke moved to waive further Committee review of the Balance Family Chiropractic facility and was seconded by Trustee Deyne.

**ROLL CALL VOTE TO WAIVE COMMITTEE REVIEW OF BALANCE FAMILY CHIROPRACTIC FACILITY**

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

**NAYS:** None

**ABSENT:** Trustee Arends

**MOTION CARRIED**

**PUBLIC WORKS COMMITTEE**

**1. Waste Water Treatment Plan Facility Plan Update**

Trustee Camerer asked staff to give an appraisal.

Public Works Director Dan Dinges stated that they have been working with Strand Associates since 2015 to determine what improvements are necessary to maintain compliance with the IEPA at the Bittersweet treatment facility. The next step will be submitting this plan to the IEPA so they could start applying for the low interest loans.

Troy Stinson from Strand Associates presented the attached presentation.

**Highlights**

- Most of the plant is more than 30-40 years old
- Automation
- Regulatory changes
- Overflows/surcharging
- Improved energy efficiency
- Limited control and flexibility
- System controls are outdated and unreliable

They have looked at several alternatives and recommended a two phase process. Cost of one phase project is around \$27 million and if you did two phases, you would be at \$33 million. He estimated that the project would be completed in 2021.

President Wallace asked if there was any talk about reduction of staff or automation and asked if there was any numbers crunched over time.

Mr. Dinges stated that there is a potential there for sure.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
April 4, 2017**

---

Administrator Schumacher stated that it is the energy cost what will be a savings. Making the efficiencies there will really give them some bang for the buck on those costs.

President Wallace asked if there was a particular reason he got this study done.

Mr. Dinges stated that it is the phosphorus thing. The EPA has set the limit. They were able to buy some time and that is why they are going through this process right now. There is a deadline for the phosphorus limit and it must be met or the Village will be in violation. They would like to submit the facility plan to the EPA, which will take 6+ months for them to go through and review. That will then enable us to apply for low interest EPA loans. A lot of the capital improvements are in the capital budget.

Administrator's Schumacher stated that they have only seen this improvement in piecemeal and this was presented as the entire project. Staff is looking for direction on the phasing. Should they pursue both phases or split it.

Trustee Carbonaro stated that it is a no-brainer to do them together.

Trustee Reinke stated that they would not want to subject the residents to years and years of construction.

Trustee Deyne he stated that financially it does not make sense to split it.

## 2. Metra Payment and Parking

Assistant to the Village Administrator Scott Skrycki presented the Metra parking lot reconfiguration and mobile application. Please see attached presentation.

Mr. Skrycki presented a two-fold project. One is a form of payment change and the other is a reconfiguration of the daily versus permit parking spaces.

### **Highlights:**

- Pay through mobile app
- User friendly
- Phasing out current pay stations
- Lot configuration allowing more "permit" parking

Trustee Deyne asked about the history of the company they are working with.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
April 4, 2017**

---

Mr. Skrycki stated that they do the City of Chicago and they have other places around the country. They have never lost a client and the towns that they have called for references are very happy with their services. Their retention rate of 100% of clients is pretty good. This is also the only company that talks to our current pay station system.

President Wallace stated he would like to see someone in the parking lot passing out brochures.

Mr. Skrycki stated that the educational campaign would be very intensive.

Trustee Reinke stated that the signage is key. He stated that they needed to be administratively prepared for residents who pay their fee once they get to work and may have received a ticket prior to the payment receipt. He also felt that people tend to have issues putting the correct parking space number in their phone and this increases the error margin. Some communities give you three chances before they issue a ticket.

Mr. Skrycki stated that this is one of the problems they have run into. One of the great features of this program is that the system does not allow for replicating a number.

Trustee Reinke stated that this is a public education thing. He asked him to remember to warn the administrative adjudication hearing officer that he may see an increase in tickets.

President Wallace stated that the Board will be going into Executive Session to discuss Property Acquisition Pursuant to Section 2(c)5 of the Open Meetings Act.

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

**ROLL CALL VOTE TO ADJOURN**

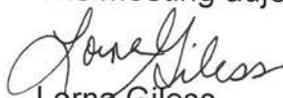
**AYES:** Trustees Camerer, Carbonaro, Deyne, Hopkins, Reinke

**NAYS:** None

**ABSENT:** Trustee Arends

**MOTION CARRIED**

The meeting adjourned at 8:21p.m.

  
Lorna Gilles  
Village Clerk

## Presentation Outline

- Project Goals
- WWTP History
- WWTP Needs and Project Drivers
- Key Consideration
- Recommended Plan and Costs
- Next Steps & Schedule



## Goals of WWTP Project

- Meet environmental requirements for the lowest practical cost to the ratepayers.
- Improve efficiencies and reliability by replacing outdated treatment processes and equipment.
- Provide confident direction for the next several decades.
- Maintain room for future upgrades
- Flexibility for future regulations



## Facility Plan Prioritized Capital Improvements for the Wastewater Treatment Plant

- Which projects do we tackle first?
- What is the cost effectiveness of a larger project?
- What are the future regulatory needs and timing of those needs?
- What existing equipment could fail and what is the outcome?
- What is the energy efficiency and grant potential?
- What is best use of existing facilities?
- How does a project fit into the long range plan?



## Wastewater Treatment Plant History of Construction



1970s

1980s

1990s

2000s

2010s

*Most of the plant is more than 30 - 40 years old!*



## Project Need and Drivers

1. Plant age and deficiencies
2. Controls/automation
3. Regulatory changes
4. Sanitary Sewer  
Overflows/Surcharging



## Process, Structural, Mechanical, and Electrical Evaluations Identify Priorities



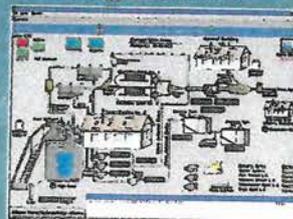
Age of Infrastructure



Energy Efficiencies



Operational Efficiencies



SCADA/Automation



## The WWTP is Showing Its Age



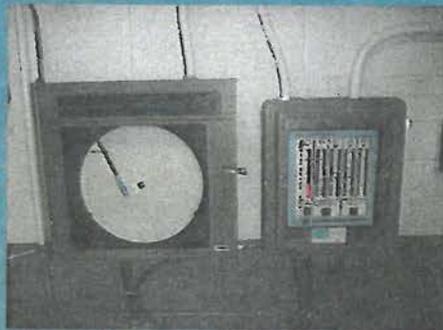
## Equipment Replacement Provides Improved Energy Efficiency



## Existing Facilities Provide Limited Operational Control and Flexibility



## System Controls are Outdated and Unreliable



## Regulatory Concerns

### Existing Concerns:

- Minor deficiencies with respect to current regulations

### Future Concerns:

- More Stringent Effluent Limits Are Certain
  - Phosphorus
  - Nitrogen
- Flexibility for future unknown limits

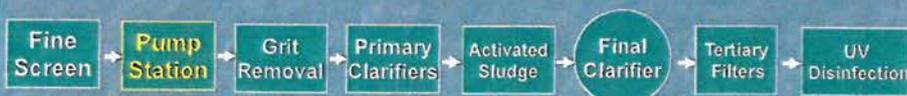


## Key Considerations - Simplify the WWTP

### Existing WWTP – 13 Steps



### Simplified WWTP - 8 Steps



- Lower Capital \$
- Lower Operating \$
- Lower Maintenance \$

- Easier to Operate
- Easier to Maintain
- Improved Flexibility



## Alternatives....

### Biological Treatment Alternatives:

- Expand biological treatment to 9.2 mgd (DMF) and use existing primary clarifiers
- Expand biological treatment to 9.2 mgd (DMF), demolish primary clarifiers, and expand aeration basins (higher capital cost)

### Excess Flow Treatment Alternatives:

- Upgrade Existing Excess Flow Facilities
- Provide Full Treatment for Excess Flow (\$6M more)



## Recommended Project





## Major Changes to WWTP

- Simplified treatment and operations
- Increased capacity for wet weather
- Improved reliability
- Improved flexibility
- Improved efficiency
- Reduced energy and carbon footprint



## Opinion of Probable Project Cost

### ONE PHASE PROJECT

#### PROJECT COSTS

Screening	\$1,990,000
Grit Removal	\$1,500,000
Primary and Secondary Treatment	\$6,380,000
Tertiary Filtration	\$3,570,000
Effluent Disinfection	\$1,570,000
Excess Flow Treatment	\$1,650,000
Aerobic Digestion Upgrades	\$4,320,000
Miscellaneous WWTP Upgrades	\$3,670,000
Phosphorus Removal Upgrades	\$2,150,000
<b>Total</b>	<b>\$26,800,000</b>

Notes: All costs are in fourth quarter 2018 dollars  
Construction costs inflated 3 percent per year

### TWO PHASE PROJECT

#### PROJECT COSTS

Screening	\$2,290,000	
Grit Removal	\$1,720,000	
Primary and Secondary Treatment		\$8,330,000
Tertiary Filtration	\$4,110,000	
Effluent Disinfection		\$2,050,000
Excess Flow Treatment		\$2,150,000
Aerobic Digestion Upgrades		\$5,630,000
Miscellaneous WWTP Upgrades	\$4,220,000	
Phosphorus Removal Upgrades		\$2,810,000
<b>Total</b>	<b>\$12,340,000</b>	<b>\$20,970,000</b>

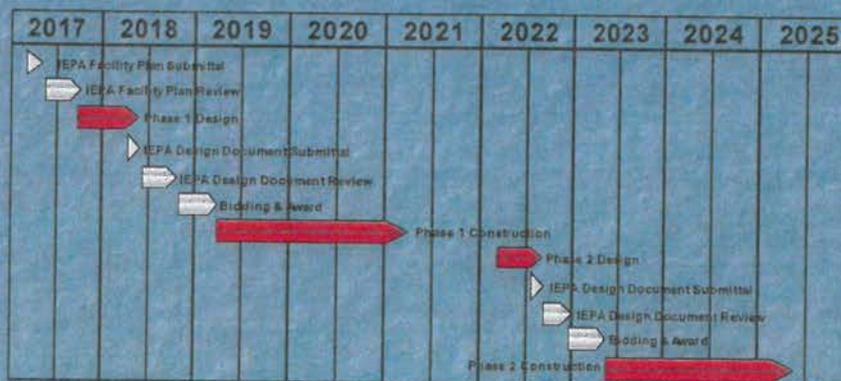
Notes: Phase 1 costs are in fourth quarter 2018 dollars  
Phase 2 costs are in first quarter 2023 dollars  
Construction costs inflated 3 percent per year  
Project costs inflated 15% to account for lost economy of scale when splitting projects (general conditions, mobilization, demobilization, etc.)



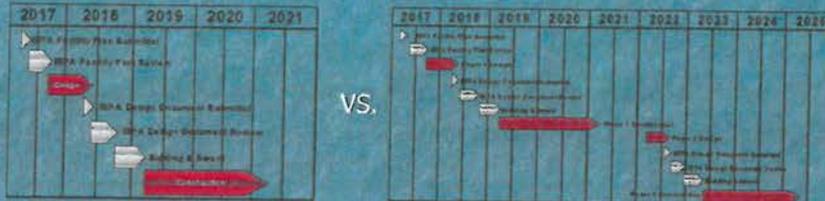
## Preliminary Project Schedule: 1 Phase Project



## Preliminary Project Schedule: 2 Phase Project



## Preliminary Project Schedule: 1 Phase vs. 2 Phase

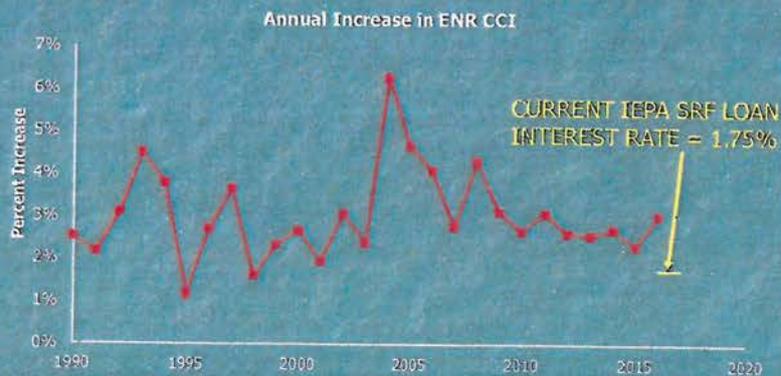


- One Phase reduces duration of construction impacts on WWTP operation by around 50%
- One Phase eliminates duplicate steps (design document development, review, bidding, award), saving time and cost
- Two Phase pushes second project later, delaying onset of full debt service payments but there may be uncertainty in SRF interest rates, loan availability, etc.

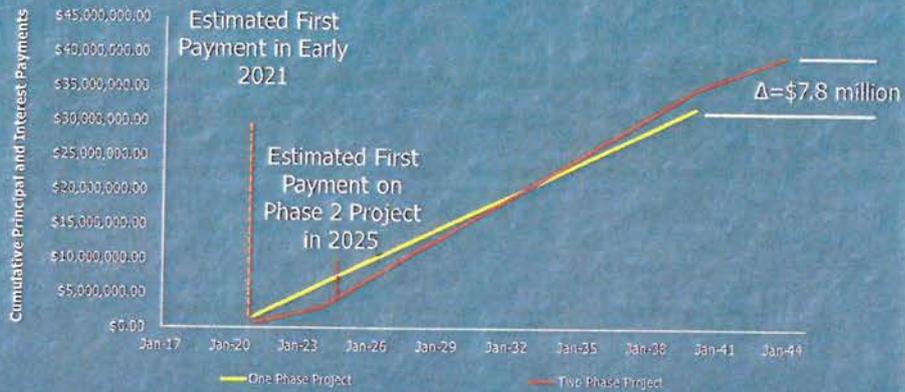


## 1 Phase vs. 2 Phase

- Historically the ENR Construction Cost Index has grown at a higher rate than the IEPA SRF Loan Interest Rate



# 1 Phase vs. 2 Phase



Note: Curves based on current interest rate of 1.75%. Future increase in interest rate will make difference between 1 and 2 Phase projects greater.

## Questions and Answers





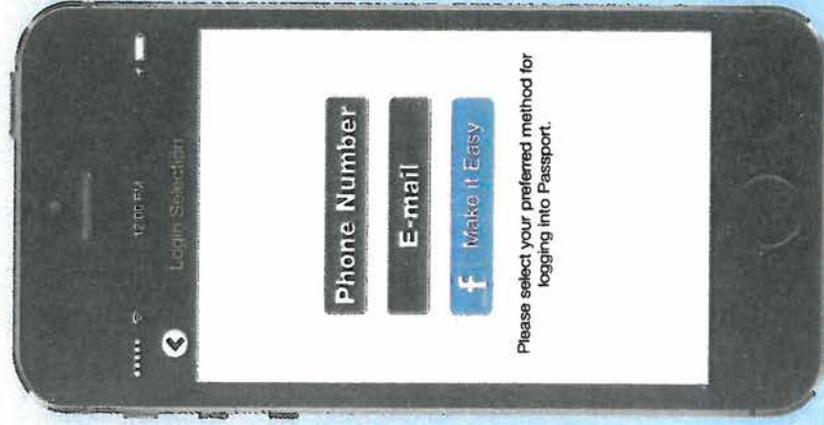
# **Metra Lot Reconfiguration and Mobile App**

# Passport Mobile App



- Pay through phone app
- Pay through mobile website
- Pay each time or pay through the *Virtual Wallet*

# User Friendly Sign-Up



## Sign-Up Options:

- Via e-mail
- Via phone number
- Via one click Facebook

# Dollars and Cents

## Cost to the Commuter:

- Daily pay: \$0.32
- Quarterly pass: \$1.00

## Cost to the Village:

- Tablet or Android Cell phone and wireless printer-  
\$650

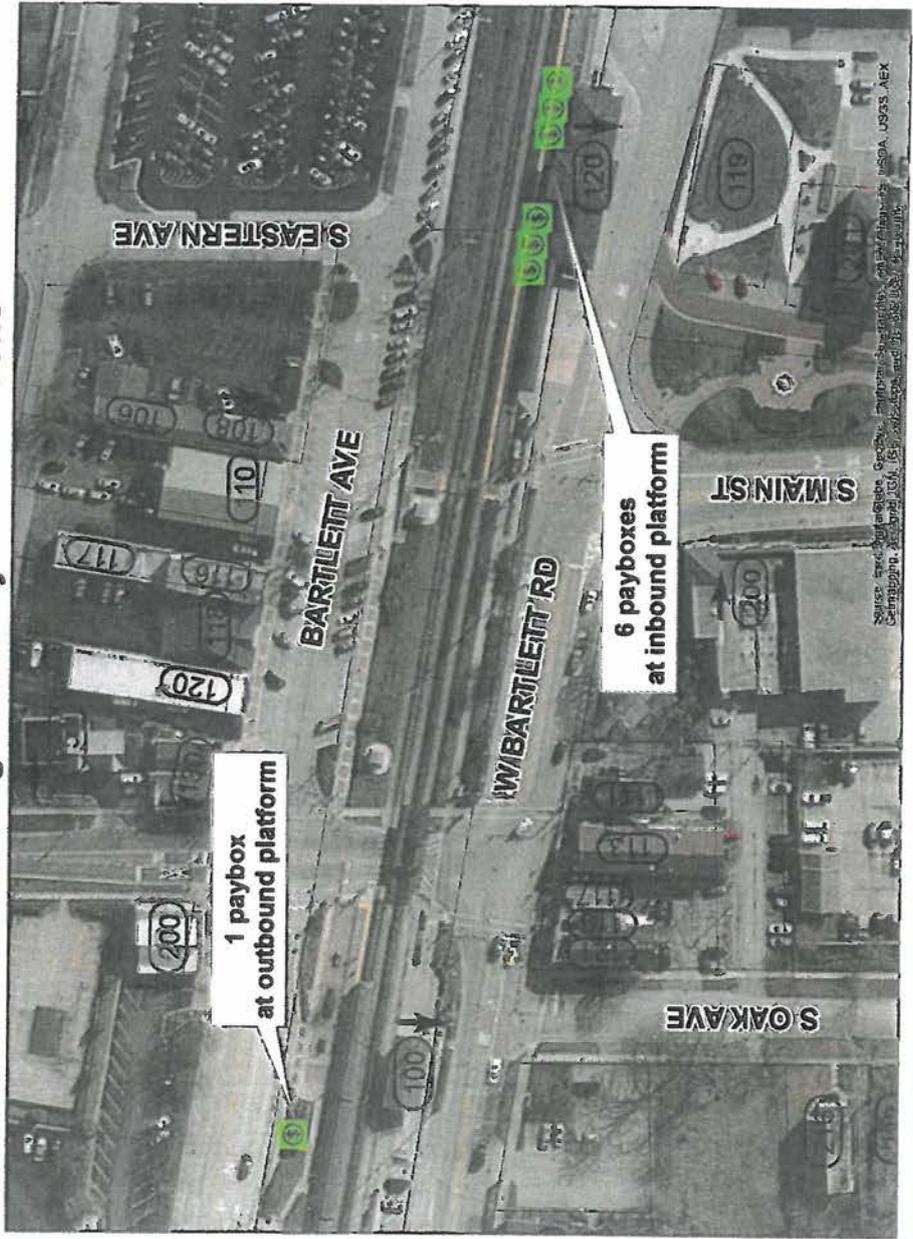
## Potential Savings:

- Phasing out of pay stations - we currently have seven and two that need replacing for \$26,000. We would monitor and study the ramifications of phasing out.
- Time savings for staff

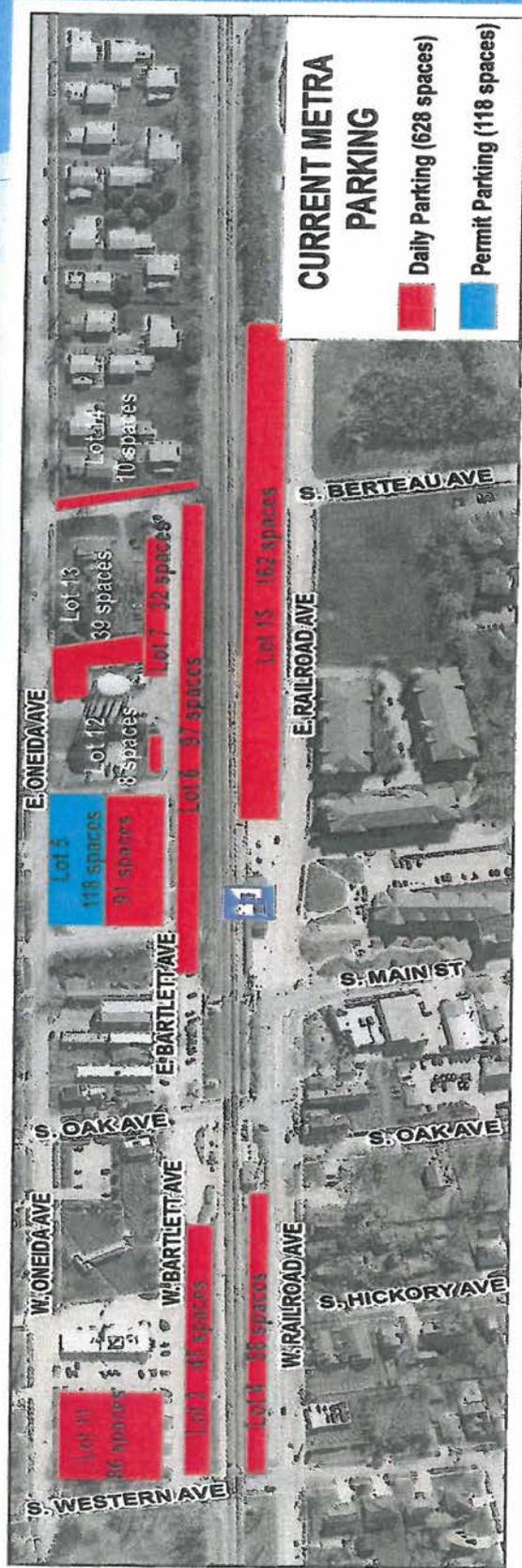
# Physical Pay Stations

Phasing out of two pay stations on “inbound” platform

## Existing Metra Paybox Locations

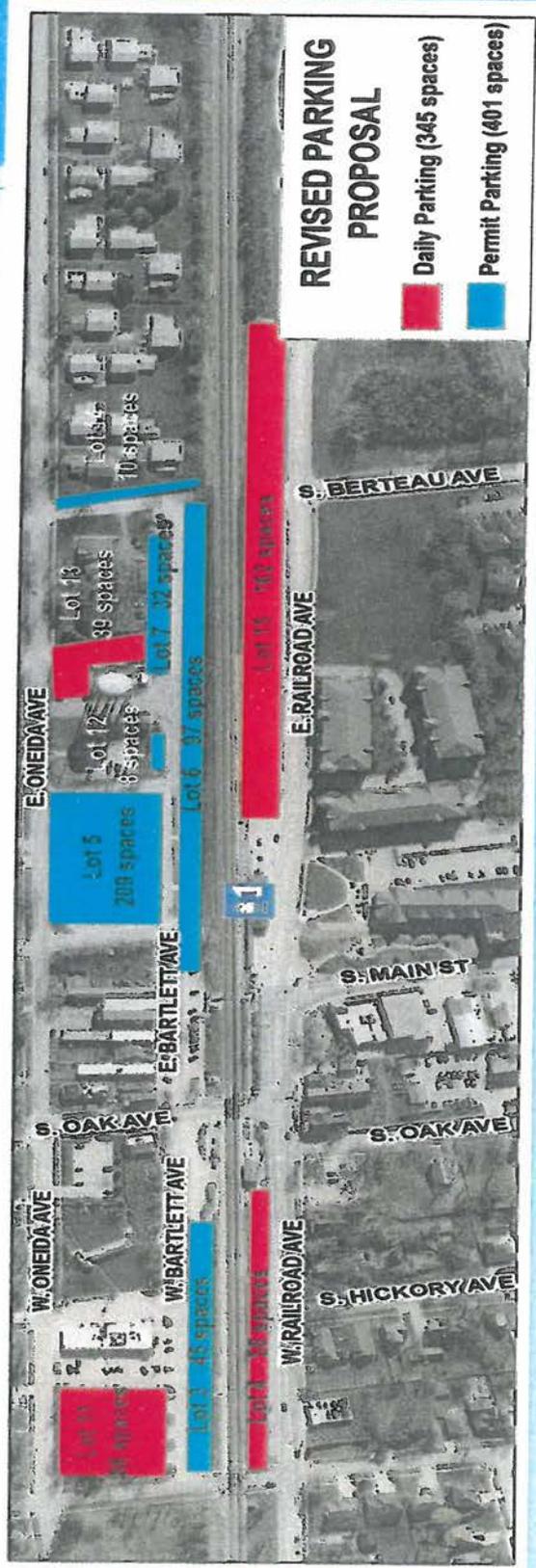


# Current Lot Configuration



Parking Option	Number	Percentage
Daily	628	84%
Permit	118	16%

# Proposed Lot Configuration



Proposed Parking	Proposed Number	Proposed %
Daily	345	46%
Permit	401	54%

# Reasons For Additional Permit Spots

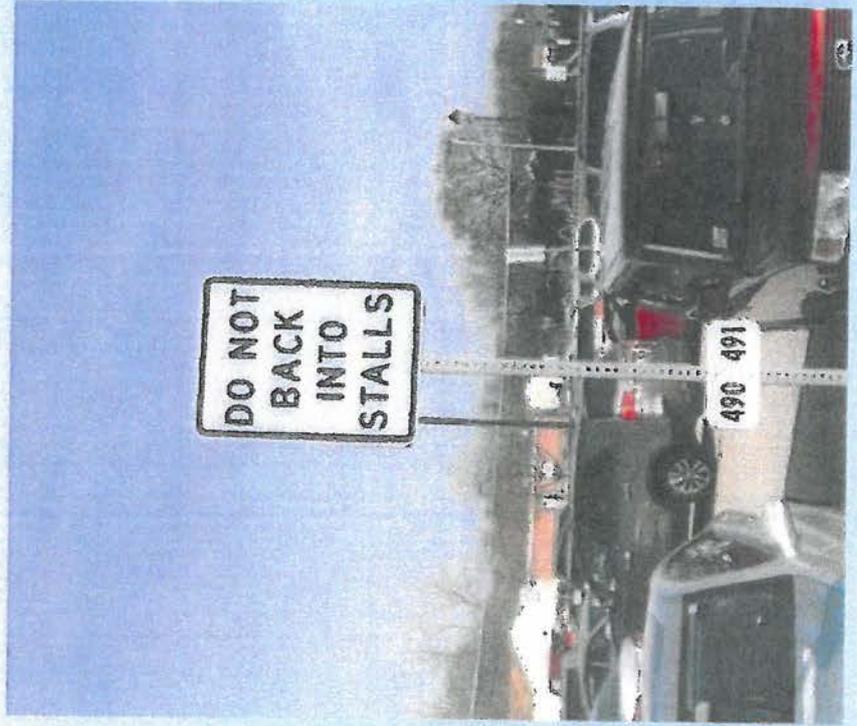
- **Waiting list has been active for over 15 years with 100 plus people**
- **Proposed configuration gives permanent spot locations all along the rail and not just one lot**
- **It will increase the options for our residents**
- **There may be residents utilizing a neighboring train station for a permanent solution**

# Comparatively Speaking...

STATION	# Parking	Daily	Permit	Pay App
Bartlett Current	746	84%	16%	No
Hanover Park	1408	48%	52%	Yes
Schaumburg	1203	51%	49%	Yes
Roselle	1002	19%	81%	Yes
Itasca	375	53%	47%	Yes
Medinah	405	79%	21%	No
Wood Dale	470	53%	47%	Yes
Bensenville	250	50%	50%	Yes
Average	732	55%	45%	Yes
Bartlett Proposed	746	46%	54%	Yes

# Signage Swap

Current Signage



Proposed Signage



## Next Steps...

- **Contact existing permit holders**
- **Contact waiting list**
- **Advertising of new program using all resources**
- **Public Works signage installation**
- **Training with staff**
- **“Boots on the Ground and Platform Interaction”**

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/18/2017**

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - APRIL 2017	273,397.57
** 1 DEARBORN NATIONAL	MONTHLY INSURANCE - APRIL 2017	2,652.99
** 1 FIDELITY SECURITY LIFE	MONTHLY INSURANCE - APRIL 2017	797.97
	<b>INVOICES TOTAL:</b>	<b>276,848.53</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	211.56
	<b>INVOICES TOTAL:</b>	<b>211.56</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	CHAIR	419.99
	<b>INVOICES TOTAL:</b>	<b>419.99</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	TRAINING REFRESHMENTS	126.58
1 NORTHERN ILLINOIS UNIVERSITY	STRATEGIC PLANNING SERVICES	6,500.00
	<b>INVOICES TOTAL:</b>	<b>6,626.58</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT ROTARY CLUB	DUES	203.00
	<b>INVOICES TOTAL:</b>	<b>203.00</b>

**543910-HISTORY MUSEUM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MUSEUM SUPPLIES	275.49
	<b>INVOICES TOTAL:</b>	<b>275.49</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MEETING REFRESHMENTS	375.79
1 COMCAST	VPN SERVICE	8.41
	<b>INVOICES TOTAL:</b>	<b>384.20</b>

**1200-PROFESSIONAL SERVICES**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/18/2017**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	495.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
<b>INVOICES TOTAL:</b>		<b>3,420.00</b>

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MAILFINANCE	LEASE PAYMENT	426.45
<b>INVOICES TOTAL:</b>		<b>426.45</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	A/P CHECK FORMS	163.46
1 WAREHOUSE DIRECT	PAPER/SEALS	50.88
1 WAREHOUSE DIRECT	CARD CABINETS/CALCULATOR RIBBONS	225.32
<b>INVOICES TOTAL:</b>		<b>439.66</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	IGFOA CONFERENCE REGISTRATION	190.00
<b>INVOICES TOTAL:</b>		<b>190.00</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ILCMA MEMBERSHIP DUES	40.00
<b>INVOICES TOTAL:</b>		<b>40.00</b>

**1500-COMMUNITY DEVELOPMENT**

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	PUBLIC HEARING NOTICE	91.50
1 PADDOCK PUBLICATIONS INC	PUBLIC HEARING NOTICE	133.40
<b>INVOICES TOTAL:</b>		<b>224.90</b>

**1600-BUILDING**

**523010-ELEVATOR INSPECTIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELEVATOR INSPECTION SERVICE	ELEVATOR INSPECTIONS	1,760.00
<b>INVOICES TOTAL:</b>		<b>1,760.00</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/18/2017**

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	378.37
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	260.61
<b>INVOICES TOTAL:</b>		<b>638.98</b>

**526005-PLAN REVIEW SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	3,350.00
<b>INVOICES TOTAL:</b>		<b>3,350.00</b>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADT SECURITY SERVICES	ALARM MONITORING SERVICE	43.45
1 CHICAGO OFFICE TECHNOLOGY GROUP	COPIER MAINTENANCE SERVICE	1,194.01
1 PROSHRED NORTH	PAPER SHREDDING SERVICES	120.00
1 STERICYCLE INC	SERVICE AGREEMENT	169.64
1 VERIZON WIRELESS	WIRELESS SERVICES	684.21
<b>INVOICES TOTAL:</b>		<b>2,211.31</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	686.12
<b>INVOICES TOTAL:</b>		<b>686.12</b>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	COMPUTER SUPPLIES	132.55
<b>INVOICES TOTAL:</b>		<b>132.55</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	LEGAL NOTICE	193.20
<b>INVOICES TOTAL:</b>		<b>193.20</b>

**524240-IMPOUNDING ANIMALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HEARTLAND ANIMAL HOSPITAL PC	TRANQUILIZER GUN REFILLS	10.30
<b>INVOICES TOTAL:</b>		<b>10.30</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	VEHICLE MAINTENANCE SUPPLIES	40.52
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	279.71

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/18/2017**

1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	735.55
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	28.99
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	147.20
** 1 CARDMEMBER SERVICE	RECHARGEABLE BATTERY	34.77
1 MR CAR WASH	MARCH 2017 CAR WASHES	167.64
1 RICK SADOWSKI	DECAL REMOVAL	1,030.00
<b>INVOICES TOTAL:</b>		<b>2,510.18</b>

**526050-VEHICLE SET UP**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ULTRA STROBE COMMUNICATIONS INC	SPOT LIGHT REPLACEMENT	149.00
1 ULTRA STROBE COMMUNICATIONS INC	SPOT LIGHT REPLACEMENT	149.00
1 ULTRA STROBE COMMUNICATIONS INC	SPOT LIGHT REPLACEMENT	149.00
1 ULTRA STROBE COMMUNICATIONS INC	SPOT LIGHT REPLACEMENT	149.00
1 ULTRA STROBE COMMUNICATIONS INC	SPOT LIGHT REPLACEMENT	149.00
1 ULTRA STROBE COMMUNICATIONS INC	SPOT LIGHT REPLACEMENT	149.00
1 ULTRA STROBE COMMUNICATIONS INC	SPOT LIGHT REPLACEMENT	149.00
1 ULTRA STROBE COMMUNICATIONS INC	SPOT LIGHT REPLACEMENT	149.00
1 ULTRA STROBE COMMUNICATIONS INC	SPOT LIGHT REPLACEMENT	149.00
1 ULTRA STROBE COMMUNICATIONS INC	SPOT LIGHT REPLACEMENT	149.00
1 ULTRA STROBE COMMUNICATIONS INC	SPOT LIGHT REPLACEMENT	149.00
1 ULTRA STROBE COMMUNICATIONS INC	SPOT LIGHT REPLACEMENT	149.00
1 ULTRA STROBE COMMUNICATIONS INC	SPOT LIGHT REPLACEMENT	149.00
1 ULTRA STROBE COMMUNICATIONS INC	SPOT LIGHT REPLACEMENT	149.00
<b>INVOICES TOTAL:</b>		<b>1,937.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABILITY AWARDS INC	PLAQUES/PLATES	645.00
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	132.20
1 CHICAGO BADGE & INSIGNIA CO	MEDALS	466.67
1 EMD BUSINESS FORMS & LABELS INC	WARNING CITATIONS	907.21
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	262.00
1 STREICHER'S INC	MEDALS/RIBBONS	116.00
1 STREICHER'S INC	MEDALS/RIBBONS	149.00
1 WAREHOUSE DIRECT	INK CARTRIDGE	94.42
1 WAREHOUSE DIRECT	CREDIT - RETURNED ITEM	-46.36
1 WAREHOUSE DIRECT	TONER	128.43
<b>INVOICES TOTAL:</b>		<b>2,854.57</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	5-STAR HAT	89.99
1 RAY O'HERRON CO INC	5-STAR HATS	179.98
1 RAY O'HERRON CO INC	UNIFORM/ACCESSORIES	1,039.11
1 RAY O'HERRON CO INC	UNIFORM ACCESSORIES	417.80
1 RAY O'HERRON CO INC	UNIFORM/ACCESSORIES	1,713.87
1 RAY O'HERRON CO INC	CREDIT - RETURNED ITEM	-123.99

\*\* Indicates pre-issue check.

DATE: 4/10/2017  
 TIME: 3:25:47PM

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/18/2017**

PAGE: 5

1 RAY O'HERRON CO INC	HOLSTER	136.99
1 RAY O'HERRON CO INC	UNIFORM/ACCESSORIES	1,080.20
1 RAY O'HERRON CO INC	ADJUSTABLE CAP	21.99
1 STREICHER'S INC	BODY ARMOR	1,210.00
1 STREICHER'S INC	CREDIT - RETURNED ITEM	-700.00
	<b>INVOICES TOTAL:</b>	<b>5,065.94</b>

**530125-SHOOTING RANGE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SAGE CONTROL ORDNANCE INC	RANGE SUPPLIES	1,854.50
1 TASER INTERNATIONAL INC	TASER SUPPLIES	486.66
	<b>INVOICES TOTAL:</b>	<b>2,341.16</b>

**532200-OFFICE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ABILITY AWARDS INC	PLAQUES/PLATES	138.52
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	17.91
1 WAREHOUSE DIRECT	PENS/LEGAL PADS/ENVELOPES	57.15
1 WAREHOUSE DIRECT	PAPER	59.91
1 WAREHOUSE DIRECT	INK CARTRIDGES/3-HOLE PUNCH	265.15
1 WAREHOUSE DIRECT	INKJET CARTRIDGES/TAPE	239.48
1 WAREHOUSE DIRECT	PORTFOLIO	24.53
1 WAREHOUSE DIRECT	CREDIT - RETURNED ITEM	-21.23
	<b>INVOICES TOTAL:</b>	<b>781.42</b>

**541600-PROFESSIONAL DEVELOPMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 CARDMEMBER SERVICE	TECHNICIAN RECERTIFICATION FEE	50.00
** 1 CHILD CARE RESOURCE &	REGISTRATION FEE/D LACRIOLA	75.00
** 1 CHILD CARE RESOURCE &	REGISTRATION FEE/J TEEVANS	75.00
** 1 DOUBLETREE BY HILTON HOTEL	LODGING/SAFETY CERTIFICATION	145.60
1 DUPAGE CO CHIEFS OF POLICE ASSOC	LUNCHEON MEETING FEES	100.00
1 IL ASSOC OF CHIEFS OF POLICE	CONFERENCE REGISTRATION FEES	720.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	200.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	300.00
1 NORTHWEST POLICE ACADEMY	SEMINAR FEES	75.00
1 NORTHWEST POLICE ACADEMY	SEMINAR FEES	100.00
** 1 PEORIA MARRIOTT PERE MARQUETTE	LODGING/IDEOA CONFERENCE	579.04
	<b>INVOICES TOTAL:</b>	<b>2,419.64</b>

**543900-COMMUNITY RELATIONS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 CARDMEMBER SERVICE	OPEN HOUSE GIVEAWAYS	29.97
1 ROSE PARTY RENTAL	HELIUM TANK RENTAL/OPEN HOUSE	307.00
	<b>INVOICES TOTAL:</b>	<b>336.97</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/18/2017**

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 METRO-WESTERN COOK	BACKGROUND CHECK FEES	108.00
	<b>INVOICES TOTAL:</b>	<b>108.00</b>

**1800-STREET MAINTENANCE**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	97.47
1 UNIFIRST CORP	UNIFORM RENTAL	97.47
	<b>INVOICES TOTAL:</b>	<b>194.94</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	2.10
1 VERIZON WIRELESS	WIRELESS SERVICES	218.20
1 VERIZON WIRELESS	WIRELESS SERVICES	31.85
	<b>INVOICES TOTAL:</b>	<b>252.15</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	22.71
1 NICOR GAS	GAS BILL	734.74
1 NICOR GAS	GAS BILL	237.05
	<b>INVOICES TOTAL:</b>	<b>994.50</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	390.00
1 SAFETY-KLEEN SYSTEMS INC	PARTS WASHER SOLVENT	326.60
	<b>INVOICES TOTAL:</b>	<b>716.60</b>

**527110-SVCS TO MAINTAIN TRAFFIC SIGS**

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

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	32.03
1 FASTENAL CO	MATERIALS & SUPPLIES	21.44
1 GRIMCO INC	SUPPLIES/PUBLIC NOTICE SIGN	134.56
1 GRIMCO INC	SUPPLIES/PUBLIC NOTICE SIGN	411.95
1 NAPCO STEEL INC	MATERIALS & SUPPLIES	288.60
1 WELCH BROS INC	MAINTENANCE SUPPLIES	120.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/18/2017**

1 WELCH BROS INC	MAINTENANCE SUPPLIES	759.47
1 WHOLESALE DIRECT INC	MATERIALS & SUPPLIES	157.19
		<b>INVOICES TOTAL: 1,925.24</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RUSSO'S POWER EQUIPMENT INC	TOOLS/SUPPLIES	661.39
		<b>INVOICES TOTAL: 661.39</b>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	SAFETY GEAR	637.70
1 FIVE STAR SAFETY EQUIPMENT INC	EAR PLUGS	378.00
		<b>INVOICES TOTAL: 1,015.70</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	HAND SOAP	10.23
1 WAREHOUSE DIRECT	PAPER/DEPOSIT BAG	58.19
		<b>INVOICES TOTAL: 68.42</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	26.74
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	3.60
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	528.67
1 RUSSO'S POWER EQUIPMENT INC	MAINTENANCE SUPPLIES	253.25
		<b>INVOICES TOTAL: 812.26</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CEMETERY MANAGEMENT INC	MONUMENT REMOVAL/INTERMENT	200.00
1 MIDWEST TRADING SUPPLIES INC	GRASS SEED/CURLEX BLANKETS	306.94
		<b>INVOICES TOTAL: 506.94</b>

**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	MAINTENANCE SUPPLIES	155.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	418.00
		<b>INVOICES TOTAL: 573.00</b>

**4300-DEVELOPER DEPOSITS EXPENDITURE**

**585000-LOC DRAW PROJECTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRI-COUNTY EXCAVATION	DETENTION POND IMPROVEMENTS	125,874.77

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/18/2017**

INVOICES TOTAL: 125,874.77

**430000-DEVELOPER DEPOSITS FUND**

**245004-DONATIONS DUE TO U46**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SCHOOL DISTRICT U-46	DEVELOPER DONATIONS	98,869.44
<u>INVOICES TOTAL:</u>		<u>98,869.44</u>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DAWN BUCARO	VBR BOND REFUND	750.00
1 JAN WALKOSZ	VBR BOND REFUND	500.00
<u>INVOICES TOTAL:</u>		<u>1,250.00</u>

**5000-WATER OPERATING EXPENSES**

**520025-ELGIN WATER AGREEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CITY OF ELGIN	ELGIN WATER BILL	381,254.49
<u>INVOICES TOTAL:</u>		<u>381,254.49</u>

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	43.01
1 UNIFIRST CORP	UNIFORM RENTAL	43.01
<u>INVOICES TOTAL:</u>		<u>86.02</u>

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-4	10,658.58
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-7	2,293.33
<u>INVOICES TOTAL:</u>		<u>12,951.91</u>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	218.20
<u>INVOICES TOTAL:</u>		<u>218.20</u>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	660.00
<u>INVOICES TOTAL:</u>		<u>660.00</u>

**524120-UTILITIES**

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

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/18/2017**

1 CONSTELLATION ENERGY	ELECTRIC BILL	262.70
1 CONSTELLATION ENERGY	ELECTRIC BILL	1,111.72
1 CONSTELLATION ENERGY	ELECTRIC BILL	4,156.53
1 CONSTELLATION ENERGY	ELECTRIC BILL	274.51
1 CONSTELLATION ENERGY	ELECTRIC BILL	2,339.42
1 CONSTELLATION ENERGY	ELECTRIC BILL	5,663.43
1 NICOR GAS	GAS BILL	253.13
1 NICOR GAS	GAS BILL	235.47
1 NICOR GAS	GAS BILL	40.97
1 NICOR GAS	GAS BILL	83.74
<b>INVOICES TOTAL:</b>		<b>14,421.62</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 OIL MASTERS	VEHICLE MAINTENANCE	39.55
<b>INVOICES TOTAL:</b>		<b>39.55</b>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	657.75
<b>INVOICES TOTAL:</b>		<b>657.75</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	32.04
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	18.34
<b>INVOICES TOTAL:</b>		<b>50.38</b>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FULLIFE SAFETY CENTER	BOOTS	85.66
<b>INVOICES TOTAL:</b>		<b>85.66</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	HAND SOAP	10.23
1 WAREHOUSE DIRECT	PAPER/DEPOSIT BAG	58.19
<b>INVOICES TOTAL:</b>		<b>68.42</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE FLOLO CORP	WELL PUMP EQUIPMENT REPAIRS	700.00
1 GASVODA & ASSOC INC	WELL PUMP EQUIPMENT REPAIRS	1,944.91
1 GRAINGER	MAINTENANCE SUPPLIES	292.96
1 HD SUPPLY WATERWORKS LTD	MAINTENANCE SUPPLIES	29.85
1 USA BLUE BOOK	EQUIPMENT MAINTENANCE SUPPLIES	834.95

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/18/2017**

INVOICES TOTAL: 3,802.67

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST TRADING SUPPLIES INC	GRASS SEED/CURLEX BLANKET ROLLS	304.87
		<u>INVOICES TOTAL: 304.87</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	LIGHTING SUPPLIES	45.60
		<u>INVOICES TOTAL: 45.60</u>

**5100-SEWER OPERATING EXPENSES**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
		<u>INVOICES TOTAL: 132.44</u>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	218.20
		<u>INVOICES TOTAL: 218.20</u>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	325.00
		<u>INVOICES TOTAL: 325.00</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	62.60
1 CONSTELLATION ENERGY	ELECTRIC BILL	100.07
1 CONSTELLATION ENERGY	ELECTRIC BILL	70.45
1 CONSTELLATION ENERGY	ELECTRIC BILL	222.39
1 CONSTELLATION ENERGY	ELECTRIC BILL	93.86
1 CONSTELLATION ENERGY	ELECTRIC BILL	194.36
1 CONSTELLATION ENERGY	ELECTRIC BILL	175.07
1 CONSTELLATION ENERGY	ELECTRIC BILL	184.52
1 CONSTELLATION ENERGY	ELECTRIC BILL	108.81
1 CONSTELLATION ENERGY	ELECTRIC BILL	337.57
1 CONSTELLATION ENERGY	ELECTRIC BILL	203.02
1 CONSTELLATION ENERGY	ELECTRIC BILL	263.32
1 CONSTELLATION ENERGY	ELECTRIC BILL	349.45
1 CONSTELLATION ENERGY	ELECTRIC BILL	836.79
1 CONSTELLATION ENERGY	ELECTRIC BILL	10,554.90
1 CONSTELLATION ENERGY	ELECTRIC BILL	138.57

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/18/2017**

1 NICOR GAS	GAS BILL	863.42
1 NICOR GAS	GAS BILL	82.70
1 NICOR GAS	GAS BILL	436.03
1 NICOR GAS	GAS BILL	25.22
1 NICOR GAS	GAS BILL	479.46
1 NICOR GAS	GAS BILL	43.31
1 NICOR GAS	GAS BILL	25.20
1 NICOR GAS	GAS BILL	24.45
1 NICOR GAS	GAS BILL	30.60
1 NICOR GAS	GAS BILL	87.60
<b>INVOICES TOTAL:</b>		<b>15,993.74</b>

**530100-MATERIALS & SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	32.04
1 ENVIRONMENTAL RESOURCE ASSOCIATES	MATERIALS & SUPPLIES	739.24
1 FASTENAL CO	MATERIALS & SUPPLIES	51.19
<b>INVOICES TOTAL:</b>		<b>822.47</b>

**530120-CHEMICAL SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HAWKINS INC	CHEMICAL SUPPLIES	2,381.90
1 HAWKINS INC	CHEMICAL SUPPLIES	2,511.58
<b>INVOICES TOTAL:</b>		<b>4,893.48</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FLOW-TECHNICS INC	REPLACEMENT PUMP	4,420.00
1 HD SUPPLY WATERWORKS LTD	MAINTENANCE SUPPLIES	165.00
1 NAPCO STEEL INC	MAINTENANCE SUPPLIES	94.00
1 WEST SIDE ELECTRIC SUPPLY INC	EQUIPMENT MAINTENANCE SUPPLIES	118.20
<b>INVOICES TOTAL:</b>		<b>4,797.20</b>

**546900-CONTINGENCIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 REPUBLIC SERVICES #933	WASTE CONTAINER PICK UP	4,455.25
<b>INVOICES TOTAL:</b>		<b>4,455.25</b>

**510000-SEWER FUND**

**200504-FRWRD PAYABLE**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FRWRD	KANE COUNTY SEWER TREATMENT	52.11
<b>INVOICES TOTAL:</b>		<b>52.11</b>

**5200-PARKING OPERATING EXPENSES**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/18/2017**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	525.00
1 UNIFIRST CORP	MATS	12.00
<b>INVOICES TOTAL:</b>		<b>537.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	114.90
1 NICOR GAS	GAS BILL	66.25
1 NICOR GAS	GAS BILL	229.46
<b>INVOICES TOTAL:</b>		<b>410.61</b>

**529000-OTHER CONTRACTUAL SERVICES**

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

**570200-BLDG & GROUNDS IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	738.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	468.50
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	1,790.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	935.00
1 CINTAS CORPORATION	CLEANING SERVICES	64.40
1 CINTAS CORPORATION	CLEANING SERVICES	64.40
<b>INVOICES TOTAL:</b>		<b>4,060.30</b>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ERNEST WINDOWS INC	WINDOW CLEANING SERVICES	350.00
1 ROSCOE CO	MATS	109.01
1 TOM NEWMAN INC	SIMULATOR AGREEMENT	4,655.00
<b>INVOICES TOTAL:</b>		<b>5,114.01</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	936.38
<b>INVOICES TOTAL:</b>		<b>936.38</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GOLF CORE	SCORECARDS	1,125.00
<b>INVOICES TOTAL:</b>		<b>1,125.00</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/18/2017**

**534200-GOLF CART MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	537.82
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	552.72
1 NADLER GOLF CAR SALES INC	MISC. CHARGE	1.55
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	217.70
1 NADLER GOLF CAR SALES INC	MISC. CHARGE	13.63
<b>INVOICES TOTAL:</b>		<b>1,323.42</b>

**534333-PURCHASES - GOLF CLUBS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COBRA PUMA GOLF INC	GOLF CLUB	127.63
1 PING	GOLF CLUBS	509.02
1 PING	GOLF CLUBS	373.50
1 PING	GOLF CLUBS	494.84
<b>INVOICES TOTAL:</b>		<b>1,504.99</b>

**534335-PURCHASES - MISC GOLF MDSE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALL STAR PRO GOLF	GOLF TEES	199.16
1 THE ANTIGUA GROUP INC	MISC. GOLF MERCHANDISE	912.95
1 THE ANTIGUA GROUP INC	MISC. GOLF MERCHANDISE	418.45
1 DENISE RIESEN PHOTOGRAPHY	MISC. GOLF MERCHANDISE	110.00
1 SUNICE USA INC	MISC. GOLF MERCHANDISE	1,256.89
<b>INVOICES TOTAL:</b>		<b>2,897.45</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PAUL J ENTERPRISES INC	CONCRETE SIDEWALK CLEANING	450.00
<b>INVOICES TOTAL:</b>		<b>450.00</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNITED STATES GOLF ASSOC	ANNUAL MEMBERSHIP DUES	110.00
<b>INVOICES TOTAL:</b>		<b>110.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PAUL PETERSEN	REPLACEMENT SPEAKER SYSTEM	185.29
<b>INVOICES TOTAL:</b>		<b>185.29</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KLUBER ARCHITECTS & ENGINEERS	HVAC UNIT REPLACEMENT	1,050.00
1 KLUBER ARCHITECTS & ENGINEERS	HVAC UNIT REPLACEMENT	525.00
<b>INVOICES TOTAL:</b>		<b>1,575.00</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/18/2017**

**5510-GOLF MAINTENANCE EXPENSES**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	293.86
1 NICOR GAS	GAS BILL	312.12
<b>INVOICES TOTAL:</b>		<b>605.98</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	54.70
<b>INVOICES TOTAL:</b>		<b>54.70</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BURRIS EQUIPMENT CO	EQUIPMENT MAINTENANCE SUPPLIES	320.84
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	94.42
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	164.01
1 O'REILLY AUTOMOTIVE INC	EQUIPMENT MAINTENANCE SUPPLIES	1,067.36
<b>INVOICES TOTAL:</b>		<b>1,646.63</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	MAINTENANCE SUPPLIES	39.87
<b>INVOICES TOTAL:</b>		<b>39.87</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS INC	NEW BEER LINE INSTALLATION	1,517.00
<b>INVOICES TOTAL:</b>		<b>1,517.00</b>

**5560-GOLF RESTAURANT EXPENSES**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	156.06
<b>INVOICES TOTAL:</b>		<b>156.06</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	39.00
1 GRECO AND SONS INC	FOOD SERVICE SUPPLIES	59.94
1 GRECO AND SONS INC	CREDIT - RETURNED ITEM	-31.99
1 GRECO AND SONS INC	FOOD SERVICE SUPPLIES	9.49
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	30.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	14.99
1 GRECO AND SONS INC	CLEANING SUPPLIES	25.99

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/18/2017**

1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	46.00
<b>INVOICES TOTAL:</b>		<b>193.42</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANTHONY BRINKMAN	CHEF COATS	34.66
<b>INVOICES TOTAL:</b>		<b>34.66</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/SUPPLIES	13.11
<b>INVOICES TOTAL:</b>		<b>13.11</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	310.08
1 EUCLID BEVERAGE LLC	BEER PURCHASE	27.50
1 EUCLID BEVERAGE LLC	BEER PURCHASE	292.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	174.00
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	233.85
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	313.65
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	100.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	349.02
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	555.42
1 GRECO AND SONS INC	FOOD PURCHASE	34.00
1 GRECO AND SONS INC	FOOD PURCHASE	50.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	452.22
1 GRECO AND SONS INC	FOOD PURCHASE	39.79
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	404.00
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	100.80
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	58.87
1 SCHAMBERGER BROS INC	BEER PURCHASE	353.59
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	100.00
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	80.09
1 TURANO BAKING CO	FOOD PURCHASE	30.00
1 TURANO BAKING CO	FOOD PURCHASE	34.12
<b>INVOICES TOTAL:</b>		<b>4,093.00</b>

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE RENTAL/SHARPENING	17.00
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES	150.00
1 M & M SPECIAL EVENTS CO	CHAIR TIE RENTAL	136.00
1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	102.25

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/18/2017**

1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	136.57
1 MICKEY'S LINEN	LINEN SERVICES	16.00
1 MICKEY'S LINEN	LINEN SERVICES	162.11
<b>INVOICES TOTAL:</b>		<b>744.93</b>

**523100-ADVERTISING**

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

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	156.06
<b>INVOICES TOTAL:</b>		<b>156.06</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARY GEARHART	WEDDING LIGHTS	280.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	57.31
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	39.00
1 GRECO AND SONS INC	FOOD SERVICE SUPPLIES	9.50
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	60.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	15.00
1 GRECO AND SONS INC	CLEANING SUPPLIES	26.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	141.27
<b>INVOICES TOTAL:</b>		<b>628.08</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANTHONY BRINKMAN	CHEF COATS	103.99
<b>INVOICES TOTAL:</b>		<b>103.99</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/SUPPLIES	39.35
<b>INVOICES TOTAL:</b>		<b>39.35</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,797.61
1 EUCLID BEVERAGE LLC	BEER PURCHASE	27.50
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	1,274.04
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	415.96
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	1,327.20
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	382.11
1 GRECO AND SONS INC	FOOD PURCHASE	182.62

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/18/2017**

1 GRECO AND SONS INC	FOOD PURCHASE	42.93
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	612.20
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	730.07
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	210.00
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	210.55
1 LAKESHORE BEVERAGE	BEER PURCHASE	72.75
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	100.79
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	58.87
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	1,046.84
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	720.84
1 TURANO BAKING CO	FOOD PURCHASE	41.08
1 TURANO BAKING CO	FOOD PURCHASE	34.13
1 TURANO BAKING CO	FOOD PURCHASE	55.44
1 TURANO BAKING CO	FOOD PURCHASE	122.24
	<b>INVOICES TOTAL:</b>	<b>9,465.77</b>

**546900-CONTINGENCIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 PAUL PETERSEN	REPLACEMENT SPEAKER SYSTEM	185.30
	<b>INVOICES TOTAL:</b>	<b>185.30</b>

**5580-GOLF MIDWAY EXPENSES**

**534320-PURCHASES - FOOD & BEVERAGE**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CIGAR WERKS INC	CIGAR PURCHASE	699.74
1 ELGIN BEVERAGE CO	BEER PURCHASE	143.03
1 EUCLID BEVERAGE LLC	BEER PURCHASE	183.16
1 EUCLID BEVERAGE LLC	BEER PURCHASE	327.43
1 EUCLID BEVERAGE LLC	BEER PURCHASE	256.25
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	395.64
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	71.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	202.60
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	9.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	77.07
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	262.56
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	164.10
1 SCHAMBERGER BROS INC	BEER PURCHASE	228.20
	<b>INVOICES TOTAL:</b>	<b>3,019.78</b>

**6000-CENTRAL SERVICES EXPENSES**

**522700-COMPUTER SERVICES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMCAST	VPN SERVICE	84.90
1 ESRI INC	GIS SOFTWARE MAINTENANCE	13,399.45

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/18/2017**

INVOICES TOTAL: **13,484.35**

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	193.00
1 UNIFIRST CORP	MATS	41.80
<u>INVOICES TOTAL:</u>		<b>234.80</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AT&T	TELEPHONE BILL	140.10
1 CALL ONE	TELEPHONE BILL	1,444.32
1 FIRST COMMUNICATIONS LLC	P.W. TELEPHONE CIRCUIT	311.13
** 1 PAETEC	TELEPHONE BILL	497.54
1 VERIZON WIRELESS	WIRELESS SERVICES	320.51
1 VERIZON WIRELESS	WIRELESS SERVICES	76.02
<u>INVOICES TOTAL:</u>		<b>2,789.62</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	961.78
1 NICOR GAS	GAS BILL	4,218.96
<u>INVOICES TOTAL:</u>		<b>5,180.74</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	NAMEPLATE MOUNTING HARDWARE	56.87
1 WAREHOUSE DIRECT	PAPER/PAPER TOWELS/TRASH BAGS	596.73
<u>INVOICES TOTAL:</u>		<b>653.60</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	COMPUTER SUPPLIES	818.06
<u>INVOICES TOTAL:</u>		<b>818.06</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	221.97
<u>INVOICES TOTAL:</u>		<b>221.97</b>

**7000-POLICE PENSION EXPENDITURES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REIMER DOBROVOLNY & KARLSON LLC	LEGAL SERVICES	856.26

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
INVOICES DUE ON/BEFORE 4/18/2017

**INVOICES TOTAL:** **856.26**

**GRAND TOTAL:** **1,065,337.57**

GENERAL FUND	325,769.84
DEVELOPER DEPOSITS FUND	225,994.21
WATER FUND	414,647.14
SEWER FUND	31,689.89
PARKING FUND	5,037.86
GOLF FUND	37,959.23
CENTRAL SERVICES FUND	23,383.14
POLICE PENSION FUND	856.26
<b>GRAND TOTAL</b>	<b>1,065,337.57</b>

\*\* Indicates pre-issue check.

CASH & INVESTMENT REPORT

February 28, 2017

Fund	1/31/2017		Receipts		Disbursements		Detail of Ending Balance			
							Cash	Investments	Net Assets/Liab.	2/28/2017
General	13,380,507	1,152,949	1,584,458	12,948,998	4,774,201	7,641,511	533,287	12,948,999		
MFT	4,062,069	93,858	14,887	4,141,040	1,821,235	2,337,071	(17,266)	4,141,040		
Debt Service	186,195	132,907	250	318,852	121,959	195,987	906	318,852		
Capital Projects	(107,106)	0	3,230	(110,336)	0	0	(110,336)	(110,336)		
Municipal Building	17,071,718	7,887	22,596	17,057,009	213,344	342,843	16,500,822	17,057,009		
Developer Deposits	3,842,623	9,865	11,881	3,840,607	31,073	3,582,551	226,983	3,840,607		
Town Center TIF	451,749	55	0	451,805	104,013	167,149	180,643	451,805		
59 & Lake TIF	0	0	0	0	0	0	0	0		
BC Municipal TIF	488,387	80	40,572	447,896	178,161	286,305	(16,570)	447,896		
Bluff City Tif Municipal	9,474	2	0	9,476	0	0	9,476	9,476		
Water	21,783,407	558,896	497,629	21,844,674	1,007,956	1,619,623	19,217,095	21,844,674		
Sewer	20,570,543	275,250	256,111	20,589,682	238,072	382,420	19,969,190	20,589,682		
Parking	110,561	15,031	11,604	113,988	25,484	40,953	47,550	113,988		
Golf	1,132,635	81,619	157,388	1,056,866	0	0	1,056,866	1,056,866		
Central Services	770,730	85,700	73,195	783,236	263,060	422,736	97,441	783,236		
Vehicle Replacement	3,152,789	49,780	0	3,202,569	558,199	897,025	1,747,345	3,202,569		
<b>TOTALS</b>	<b>86,906,281</b>	<b>2,463,880</b>	<b>2,673,800</b>	<b>86,696,361</b>	<b>9,336,756</b>	<b>17,916,175</b>	<b>59,443,430</b>	<b>86,696,361</b>		

BC Project TIF	8,468,388	10,057	2,485,243	5,993,202	5,993,203	0	0	5,993,202		
Bluff City Project TIF	101	0	0	101	101	0	0	101		
Bluff City SSA Debt Srv.	308,408	247	45,447	263,208	263,208	0	0	263,208		
Police Pension	36,456,101	861,050	130,651	37,186,499	996,680	36,094,877	94,942	37,186,499		



Todd Dowden  
Acting Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT  
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND  
 FISCAL YEAR 2016/17 as of February 28, 2017

Fund	Revenues			Expenditures				
	Actual	Current Year Budget	Percent	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	17,650,580	21,848,541	80.79%	80.21%	17,678,115	22,116,878	79.93%	80.51%
MFT	931,771	1,071,387	86.97%	90.25%	796,086	1,330,000	59.86%	69.61%
Debt Service	1,542,565	1,755,685	87.86%	85.44%	1,968,938	1,970,139	99.94%	99.94%
Capital Projects	41	100,100	0.04%	113.00%	172,131	25,000	688.52%	113.96%
Municipal Building	16,599,721	3,860	100.00%	605.62%	720,147	340,500	211.50%	10.21%
Developer Deposits	68,479	78,500	87.23%	41.49%	487,628	206,100	236.60%	39.61%
Town Center TIF	1,249	0	100.00%	100.00%	7,327	0	100.00%	100.00%
Bluff City SSA	411,767	950,381	43.33%	46.20%	1,038,474	1,125,000	92.31%	83.31%
59 & Lake TIF	0	6,100	0.00%	0.00%	0	56,000	0.00%	13.41%
Bluff City Municipal TIF	4,400	1,505	292.33%	130.33%	0	0	0.00%	0.00%
Bluff City Project TIF	68,711	1,979,510	0.22%	0.93%	68,634	1,975,000	3.48%	0.93%
Brewster Creek Municipal TIF	619,797	500,600	123.81%	86.26%	420,354	666,137	63.10%	73.16%
Brewster Creek Project TIF	14,580,623	4,276,050	340.98%	220.02%	11,811,743	4,323,553	273.20%	222.30%
Water	5,759,457	7,466,070	77.14%	42.00%	5,467,203	8,158,758	67.01%	42.94%
Sewer	2,920,697	7,387,450	39.54%	33.60%	3,418,163	8,199,905	41.69%	39.95%
Parking	183,614	230,075	79.81%	81.10%	151,900	227,026	66.91%	80.78%
Golf	1,900,974	2,658,000	71.52%	80.12%	1,962,867	2,632,324	74.57%	80.12%
Central Services	852,738	1,021,763	83.46%	83.32%	872,330	1,118,733	77.97%	72.83%
Vehicle Replacement	528,853	645,270	81.96%	81.72%	604,930	919,000	65.82%	68.89%
Police Pension	3,677,640	2,098,049	175.29%	39.68%	1,244,304	2,098,049	59.31%	55.79%
Subtotal	68,303,677	54,078,896	126.30%	72.13%	48,891,273	57,488,102	85.05%	73.22%
Less Interfund Transfers	(2,638,104)	(3,109,832)	84.83%	78.63%	(2,638,104)	(3,109,832)	84.83%	78.63%
Total	65,665,573	50,969,064	128.83%	71.74%	46,253,170	54,378,270	85.06%	72.92%

**MAJOR REVENUE BUDGET COMPARISONS  
FISCAL YEAR 2016/17 as of February 28, 2017**

Fund	Current Year		Percent	Prior YTD %
	Actual	Budget		
Property Taxes	7,937,636	9,275,478	85.58%	85.86%
Sales Taxes (General Fund)	1,986,549	2,205,000	90.09%	88.25%
Income Taxes	3,159,379	4,368,048	72.33%	86.02%
Telecommunications Tax	789,027	1,057,500	74.61%	73.22%
Real Estate Transfer Tax	577,144	610,000	94.61%	88.11%
Building Permits	599,203	641,275	93.44%	60.66%
MFT	921,691	1,067,287	86.36%	89.94%
Water Charges	5,437,931	6,700,000	81.16%	75.08%
Sewer Charges	2,687,231	3,250,000	82.68%	82.11%
Interest Income	110,452	49,375	223.70%	71.20%
Gas Utility Tax	350,033	550,000	63.64%	54.36%
Electric Utility Tax	142,568	153,000	93.18%	93.28%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 GOLF FUND DETAIL (Excluding Capital Projects)  
 FISCAL YEAR 2016/17 as of February 28, 2017

Fund	Actual	Current Year Budget	Percent
<b>Golf Program</b>			
Revenues	1,109,680	1,670,000	66.45%
Expenses	1,172,873	1,587,645	73.88%
Net Income	(63,194)	82,355	-76.73%
<b>F&amp;B - Restaurant</b>			
Revenues	116,344	133,000	87.48%
Expenses	255,838	319,149	80.16%
Net Income	(139,493)	(186,149)	74.94%
<b>F&amp;B - Banquet</b>			
Revenues	556,947	735,000	75.78%
Expenses	479,736	660,230	72.66%
Net Income	77,211	74,770	103.27%
<b>F&amp;B - Midway</b>			
Revenues	118,003	120,000	98.34%
Expenses	54,420	65,300	83.34%
Net Income	63,583	54,700	116.24%
<b>Golf Fund Total</b>			
Revenues	1,900,974	2,658,000	71.52%
Expenses	1,962,867	2,632,324	74.57%
Net Income	(61,893)	25,676	-241.05%

**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	58,737
July	82,123	78,002	87,721	84,361	89,915	103,948	94,278
August	89,014	90,041	87,924	99,063	61,056	100,154	89,533
September	86,580	88,420	76,347	70,076	83,006	67,441	79,032
October	99,672	79,216	83,510	90,026	89,337	87,626	91,489
November	73,018	88,011	89,027	77,655	90,552	101,486	93,216
December	93,136	92,981	85,014	103,117	103,771	93,002	97,757
January	89,163	115,721	82,788	90,866	97,525	89,828	92,928
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	
<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>790,109</b>
Plus:							
High Growth	46,918	29,046	29,031	37,678	37,682	37,743	37,801
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>	<b>827,910</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%	3.45%



Bartlett

Municipality Report

February 2, 2017

**MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR JANUARY, 2017**

Beginning Unobligated Balance		<b>\$4,220,581.90</b>
Motor Fuel Tax Allotment	\$92,928.24	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		<b>\$92,928.24</b>
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		<b>\$4,313,510.14</b>

---

**PROCESSED TRANSACTIONS:**

**Sales Taxes**

Month	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
May	146,546	126,506	175,701	173,657	178,983	170,734	186,214
June	137,130	164,604	195,692	193,303	201,968	200,031	224,385
July	176,678	165,519	190,898	186,097	188,547	194,738	211,186
August	180,229	177,919	180,797	184,425	190,872	206,213	209,930
September	177,173	187,893	182,163	189,650	183,399	198,880	206,205
October	168,710	177,758	165,188	170,530	188,055	212,286	212,435
November	162,303	161,152	181,865	174,037	179,846	204,437	207,123
December	171,232	164,341	165,852	153,005	163,529	178,413	201,075
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>	<b>1,658,554</b>
<b>% increase</b>	<b>-7.33%</b>	<b>0.86%</b>	<b>4.17%</b>	<b>0.30%</b>	<b>2.26%</b>	<b>4.52%</b>	<b>12.70%</b>
<b>Budget</b>	<b>1,950,000</b>	<b>1,950,000</b>	<b>1,975,000</b>	<b>2,010,000</b>	<b>2,075,000</b>	<b>2,115,000</b>	<b>2,205,000</b>

<b>Warrant/EFT#: EF 0009337</b>				
Fiscal Year:	2017	Issue Date:	02/06/17	
Warrant Total:	\$201,074.66	Warrant Status:		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1064935	7A1064935	\$201,074.66

<b>IOC Accounting Line Details</b>						
Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$201,074.66	DISTRIBUTE MUNI/CNTY SALES TAX

<b>Payment Voucher Description</b>	
Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 02/03/2017
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: NOV. 2016 COLL MO: DEC. 2016 VCHR MO: FEB. 2017
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

# BUILDING SAFETY MONTH MAY

Building Safety Proclamation 2017

**Whereas**, the Village of Bartlett is committed to recognizing our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster, and;

**Whereas**, our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

**Whereas**, the International Codes that are developed by a national, voluntary consensus codes and standards developing organization, our government is able to avoid the high cost and complexity of developing and maintaining these codes, which are the most widely adopted building safety and fire prevention codes in the nation; these modern building codes include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquake; and;

**Whereas**, the International Code Council wants to remind the public about the critical role of our communities' largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings that are essential to keep America great, and;

**Whereas**, "Code Officials—Partners in Community Safety and Economic Growth" the theme for Building Safety Month 2017, encourages all Americans to raise awareness of the importance of building safe and resilient construction; fire prevention; disaster mitigation, and new technologies in the construction industry. Building Safety Month 2017 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and,

**Whereas**, each year, in observance of Building Safety Month, Americans are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

**THEREFORE**, I Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, proclaim the month of May 2017 as **BUILDING SAFETY MONTH** in the Village of Bartlett.

Dated this 18<sup>th</sup> day of April 2017



---

Kevin Wallace, Village President

## ARBOR DAY PROCLAMATION

**WHEREAS**, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

**WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

**WHEREAS**, Arbor Day is now observed throughout the nation and the world, and

**WHEREAS**, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, increase property value, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

**WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community, and

**WHEREAS**, trees, wherever they are planted, are a source of joy and spiritual renewal, and

**WHEREAS**, each year, the Village of Bartlett is committed to planting new trees to replace those removed, and

**NOW, THEREFORE, I**, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, do hereby proclaim April 28, 2017 as the 145<sup>th</sup> anniversary celebration of Arbor Day in the Village of Bartlett, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

**FURTHER**, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 18<sup>th</sup> day of April 2017.



---

Kevin Wallace, Village President



## Agenda Item Executive Summary

Item Name      Arts in Bartlett Class D Liquor License      Committee  
Application      or Board      Board

### BUDGET IMPACT

Amount:      n/a

Budgeted

List what  
fund

### EXECUTIVE SUMMARY

Arts in Bartlett is requesting a Class D Liquor License for their annual art fair held in Bartlett Park on June 24 and 25, 2017.

### ATTACHMENTS (PLEASE LIST)

Class D Liquor License Application  
Certificate of Insurance

### ACTION REQUESTED

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

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Motion: I move to approve the Class D Liquor License submitted by Arts in Bartlett for June 24 and 25, 2017 at Bartlett Park.

Staff:      Paula Schumacher  
                 Acting Village Administrator

Date:      April 11, 2017

# Memorandum

**To:** Village President and Board of Trustees  
**From:** Paula Schumacher, Acting Village Administrator  
**Date:** April 7, 2017  
**Re:** Arts in Bartlett Liquor License

---

Arts in Bartlett has submitted an application for a Class D liquor license for their fine art fair event on June 24 and 25, 2017 at Bartlett Park.

The Class D liquor license allows for the retail sale of alcohol for a special event.

The certificate of insurance has been reviewed and approved. The application and certificate of insurance is attached for your review.

*April 7, 2017*

**MOTION**

I move to approve the Class D Liquor License application of Arts in Bartlett for their fine arts fair event on June 24 and 25, 2017.

VILLAGE OF BARTLETT  
CLASS D LIQUOR LICENSE APPLICATION

DATE: 3-28-17  
FEE: \$5.00 Per Application

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

**Hours of Operation:**

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

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

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

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

Name of Organization: ARTS IN BARTLETT

Mailing Address of Organization: 215 S MAIN ST BARTLETT

Contact Name: SUE STOCKS Telephone Number: 630-372-4152

Date License is requested for: JUNE 24-25, 2017

Location of sponsored event: BARTLETT PARK

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

**AFFIDAVIT**

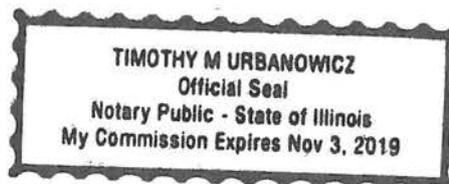
Village of Bartlett  
Cook, DuPage, and Kane Counties, Illinois

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

Rita Lopiancki President\*  
Signature  
Susan Stocks Secretary  
Signature

Subscribed and sworn by Susan Stocks  
Before me this 27<sup>th</sup> day of March, 2017

T.M.  
Notary Public (Seal)



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



# CERTIFICATE OF LIABILITY INSURANCE

ARTSI-1 OP ID: KAB

DATE (MM/DD/YYYY)

03/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bartlett Insurance Group 804 West Bartlett Road Bartlett, IL 60103 TK Insurance LLC	CONTACT NAME: <b>House Account</b>	
	PHONE (A/C, No, Ext): <b>630-830-3232</b>	FAX (A/C, No): <b>630-830-3258</b>
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: <b>Hartford Property &amp; Casualty</b>	NAIC # <b>22357</b>
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED **Arts In Bartlett**  
215 S Main St.  
Bartlett, IL 60103

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		83SBAVX6899	08/01/2016	08/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			83SBAVX6899	08/01/2016	08/01/2017	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Fine Arts Fair, June 24, 2017 to June 25, 2017. The Village of Bartlett, President and Board of Trustee, all of its elected or appointed officials, employees and any volunteer while acting on behalf of the Village and the Insured are included as Additional Insureds when required by written contract or agreement. Liquor liability applies to this event

**CERTIFICATE HOLDER****CANCELLATION**

VILL007	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Village of Bartlett 228 South Main Street Bartlett, IL 60103	AUTHORIZED REPRESENTATIVE 

LIQUOR LICENSE ISSUANCE AS PRESENTED ON  
 APRIL 18, 2017

RENEWALS

Class I	Clare Oaks Retirement Community	825 Carillon Dr
Class F	Tap Room Hospitality, LLC dba The Still Bar & Grill	326 S. Main St
Class B	Blackhawk Restaurant Group dba Betty's Bistro	1075 W. Army Trail Rd
Class A ext	Bracht's Place, Inc	363 S. Prospect Ave
Class F	Tokyo Steakhouse II	800 S. IL Route 59
Class C ext	Shree Khodiyar Group, INC dba 7-Eleven	125 E. Lake St



**COMMUNITY DEVELOPMENT MEMORANDUM**

**17-63**

DATE: April 6, 2017  
TO: Paula Schumacher, Acting Village Administrator  
FROM: Jim Plonczynski, Community Development Director  
RE: **(#16-12) 2250-2260 Southwind Boulevard**

---

**PETITIONER**

Dean Kelley on behalf of 2250-60 Southwind, LLC

**SUBJECT SITE**

2250-2260 Southwind Boulevard, (Northeast corner of Rt. 25 and Southwind Boulevard)

**REQUESTS**

Site/PUD Plan Amendment and a Special Use Permit for an Outdoor Storage Yard

**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>Office Building</b>	<b>Mixed Use Business Park</b>	<b>PD</b>
North	Vacant	Commercial	PD
South	Koehler Fields	Open Space	P-1
East	Vacant/Single Family	Mixed Use Business Park	PD/SR-4 PUD
West	Vacant	Commercial*	M-P**

(\*South Elgin)

(\*\*Master Planned Dev District – South Elgin)

**ZONING HISTORY**

The subject property was **annexed** to the Village in 1988 and zoned PD (Planned Development) by Ordinances #1988-58 and #1988-59 (Ordinances Annexing and Rezoning the Mineral and Land Resources Property to the Village of Bartlett and Granting a Special Use for its Development.) All development within this area follows the approved Annexation Agreement (Ordinance #2001-50) for the Kenyon and Weberpal Properties and the Second Amended Annexation Agreement for the Bluff City Property.

The original **Site Plan** for the existing office building was approved by Ordinance #2000-72 (An Ordinance Approving the Site Plan for the Bluff City Office Building) on July 18, 2000.

## **DISCUSSION**

1. The Petitioner is requesting a **Site/PUD Plan Amendment** for their existing office building to move one of their existing companies, Benchmark, to the lower level garage area and to create an outdoor storage yard for this user. The existing office building and proposed outdoor storage yard would encompass approximately 4.2 acres of the total five (5) acre site.
2. A **Special Use Permit** is also being requested for the outdoor storage yard for Benchmark's construction equipment. All repair work on the equipment would take place inside the garage area of the existing building. Benchmark would utilize the existing access drive east of the office building for both ingress and egress.
3. A six (6') foot high berm is proposed east and south of the outdoor storage yard to screen the proposed use from adjacent properties and the public right-of-way. The top of the berm would contain a six (6) foot high, solid, PVC fence. Landscaping, primarily consisting of evergreens and maples, would be planted east of the fence along the entire portion of the berm.
4. The storage area would consist of asphalt grindings temporarily for two years (similar to other parking/storage areas approved in the Brewster Creek Business Park) and then would be paved as required in the Building Code to minimize the dust, dirt and debris normally associated with construction equipment.
5. General hours of operation for Benchmark are from 7:00 a.m. until 5:00 p.m. weekdays.
6. The outdoor storage area would be approximately 375 feet west of the single family homes under construction in the Bartlett Pointe West Subdivision.
7. Engineering plans are currently being reviewed by the Staff.

## **RECOMMENDATION**

1. The Staff recommends **approval** of the Petitioner's requests subject to the conditions and Findings of Fact outlined below:
  - a. Village Engineer approval of the Final Engineering plans;
  - b. The asphalt grindings for the outside storage yard shall be permitted for a period of two years from the date of the Ordinance approving of the Site/PUD Plan Amendment and Special Use for Outdoor Storage. After two years, the storage yard shall be required to be paved with asphalt as required by the Building Code.

A permit shall be required for the paving of this storage yard.

- c. The landscaping of the property shall be provided, planted, completed and maintained in accordance with the Landscape Plan;
  - d. Landscaping must be installed within one year of the issuance of a building permit. If landscaping cannot be installed at the time of construction, a landscape bond must be posted in the approved amount for its future installation;
  - e. A six (6) foot high, solid, vinyl fence as depicted in the fence detail and shown on the Landscape Plans shall be installed on top of the berm and along the entire length of the berm in accordance with the Building Code;
  - f. Findings of Fact (Site/PUD Plan):
    - i. That the proposed outdoor storage yard is a Special Use in the PD Zoning District;
    - ii. That the proposed storage yard, landscaping, and drainage are compatible with adjacent land uses;
    - iii. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
    - iv. That the site plan provides for the safe movement of pedestrians within the site;
    - v. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)
    - vi. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.
  - g. Findings of Fact: (Special Use – Outdoor Storage)
    - i. The proposed outdoor storage yard is desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the community;
    - ii. That the proposed outdoor storage yard 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 stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.
2. The Plan Commission reviewed the Petitioner's requests and conducted the required public hearing at their meeting on March 9, 2017. The Commission recommended **approval** subject to the conditions and findings of fact outlined above by Staff.
  3. The Village Board Committee reviewed the Petitioner's requests at their meeting on April 4, 2017. The Committee forwarded the application on to the Village Board for a final vote.

**CD Memo 17-63**  
**April 6, 2017**  
**Page 4**

4. The Ordinance approving of the Special Use Permit for outside storage and a Site Plan Amendment along with the Exhibits are attached for your review and consideration.

rbg/attachments

x:\comdev\mem2017\063\_2250-60\_southwind\_vb.docx

ORDINANCE 2017 - \_\_\_\_\_

**AN ORDINANCE APPROVING A SITE/PUD PLAN AMENDMENT  
AND GRANTING A SPECIAL USE PERMIT TO ALLOW AN OUTDOOR  
STORAGE YARD FOR 2250-2260 SOUTHWIND BOULEVARD**

---

**WHEREAS**, 2250-60 Southwind LLC is the owner of approximately 5 acres of land located at the northeast corner of Illinois Route 25 and Southwind Blvd. in the Village of Bartlett, legally described on Exhibit A, which property is commonly known as the Bluff City Office Building and is referred to herein as the “Subject Property”; and

**WHEREAS**, the Subject Property was zoned PD Planned Development and a Site Plan for the Bluff City Office Building was originally approved on July 18, 2000 by Ordinance #2000-72 (the “Original Site Plan”); and

**WHEREAS**, Dean Kelley on behalf of 2250-60 Southwind, LLC, (the “Petitioner”), has filed a petition (1) to amend the Original Site Plan to be developed in accordance with the (a) the Proposed Storage Yard-Site Plan prepared by Bluff City Materials, Inc. dated April 3, 2014, last revised February 9, 2017 (the “Amended Site Plan”), and (b) the Landscape Plan prepared by Gary R. Weber Associates, Inc. dated June 8, 2016, last revised February 10, 2017 (the “Landscape Plan”) which plans together are hereinafter collectively referred to as the “Site/PUD Plan Amendment”; and (2) a special use permit to allow an outdoor storage yard (the “Special Use Permit”) on the Subject Property, (the “Petition”) and

**WHEREAS**, the Bartlett Plan Commission reviewed the Petition with respect to the Site/PUD Plan Amendment and conducted the required public hearing with respect to the Special Use Permit for an outdoor storage yard on the Subject Property at its meeting on

March 9, 2017 (Case #16-12) and has recommended to the corporate authorities that the Site/PUD Plan Amendment be approved and the Special Use Permit to allow an outdoor storage yard be granted, subject to the conditions and findings of fact outlined in its report; and;

**WHEREAS**, the corporate authorities have determined that it is in the public interest to approve the Site/PUD Plan Amendment and grant the Special Use Permit recommended by the Plan Commission; and

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

**SECTION ONE:** The Corporate Authorities do hereby make the following findings of fact pertaining to the Site/PUD Plan Amendment:

1. That the proposed outdoor storage yard is a special use in the PD Zoning District;
2. That the proposed storage yard, landscaping, and drainage are compatible with adjacent land uses;
3. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
4. That the Original Site Plan as modified by the Site/PUD Plan Amendment provides for the safe movement of pedestrians within the site;
5. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)

**LEGAL DESCRIPTION:**

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 36; THENCE SOUTH 88 DEGREES 49 MINUTES 56 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 1370.87 FEET, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 36 TO THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE SOUTH ALONG THE CENTERLINE OF ILLINOIS ROUTE 25 ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 396951.85 FEET, AN ARC LENGTH OF 1163.54 FEET, WITH A CHORD BEARING SOUTH 02 DEGREES 52 MINUTES 17 SECONDS EAST; THENCE NORTH 89 DEGREES 40 MINUTES 10 SECONDS EAST, A DISTANCE OF 50.05 FEET TO A POINT 50.00 FEET EAST OF CENTERLINE OF ILLINOIS ROUTE 25; THENCE NORTH PARALLEL WITH THE CENTERLINE OF ILLINOIS ROUTE 25 ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 397001.85 FEET, AN ARC LENGTH OF 48.03 FEET, WITH A CHORD BEARING NORTH 02 DEGREES 47 MINUTES 26 SECONDS WEST OF THE POINT OF BEGINNING; THENCE ALONG A CURVE, CONCAVE WESTERLY WITH A RADIUS OF 397001.85 FEET, A DISTANCE OF 364.14 FEET AND CHORD BEARING NORTH 02 DEGREES 49 MINUTES 13 SECONDS WEST (BEING ALONG EASTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 25); THENCE NORTH 89 DEGREES 49 MINUTES 48 SECONDS EAST, A DISTANCE OF 585.41 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 12 SECONDS EAST, A DISTANCE OF 377.15 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 10 SECONDS WEST, A DISTANCE OF 552.89 FEET (BEING ALONG NORTHERLY LINE OF SOUTHWIND BOULEVARD); THENCE NORTH 46 DEGREES 33 MINUTES 42 SECONDS WEST, A DISTANCE OF 21.66 FEET (BEING ALONG NORTHERLY LINE OF SOUTHWIND BOULEVARD), TO THE POINT OF BEGINNING, IN VILLAGE OF BARTLETT, KANE COUNTY ILLINOIS.

**AREA:**

PROPERTY CONTAINS 217,823 SQUARE FEET OR 5.001 ACRES, MORE OR LESS

6. That all outdoor storage areas are screened and are in accordance with standards specified by the Bartlett Zoning Ordinance.

**SECTION TWO:** That the Proposed Storage Yard-Site Plan prepared by Bluff City Materials, Inc., dated April 3, 2014, last revised February 9, 2017 (the "Storage Yard Site Plan"), attached hereto as **Exhibit B**; and the Landscape Plan prepared by Gary R. Weber Associates, Inc., dated June 8, 2016, last revised February 10, 2017 (the "Landscape Plan") attached hereto as **Exhibit C**, which Storage Yard Site Plan and Landscape Plan collectively constitute and are referred to herein as the "Site/PUD Plan Amendment"; are hereby approved subject to the findings of fact and conditions set forth in Sections One and Three of this Ordinance.

**SECTION THREE:** That the Site/PUD Plan Amendment approved in Section Two of this Ordinance is subject to the following conditions:

1. Village Engineer approval of the Final Engineering plans;
2. The asphalt grindings for the outside storage yard shall be permitted for a period of two years from the effective date of this Ordinance. On or before April 18, 2019, the storage yard shall be required to be paved with asphalt as required by the Building Code. A building permit shall be required for the paving of the storage yard.
3. A six foot (6') tall berm shall be installed along the east and south sides of the outdoor storage yard as depicted on the Storage Yard Site Plan.
4. A six (6) foot high, solid, vinyl fence as depicted in the fence detail and shown on the Landscape Plans shall be installed on top of the berm and along the entire length of the berm in accordance with the Building Code.
5. The landscaping of the property shall be provided, planted, completed and maintained in accordance with the Landscape Plan.
6. Landscaping must be installed within one year of the issuance of the initial building permit for the improvements depicted on the Site/PUD Plan Amendment (and shall not be measured from the issuance of the Building Permit for the asphalt parking lot). If landscaping cannot be installed at the time of construction, a landscape bond must be posted in the approved by

the Village Arborist to cover the cost to pay for the future installation of incomplete landscaping.

**SECTION FOUR:** The Corporate Authorities do hereby make the following findings of fact pertaining to the Special Use Permit:

1. The proposed outdoor storage yard is desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the community;
2. That the proposed outdoor storage yard 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 Permit granted in Section Five shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such special use and with the stipulations and conditions set forth in Section Three of this Ordinance which is made a part of the authorization granted by the Village Board of Trustees.

**SECTION FIVE:** That the Special Use Permit for an outdoor storage yard on the subject property is hereby granted, subject to the conditions and findings of fact set forth in Sections Three and Four of this Ordinance.

**SECTION SIX:** The violation of any of the above conditions shall be cause for the revocation of the Site Plan Amendment and Special Use Permit approval herein granted.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED** this 18<sup>th</sup> day of April, 2017

**APPROVED** this 18<sup>th</sup> day of April, 2017

**ATTEST:**

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

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

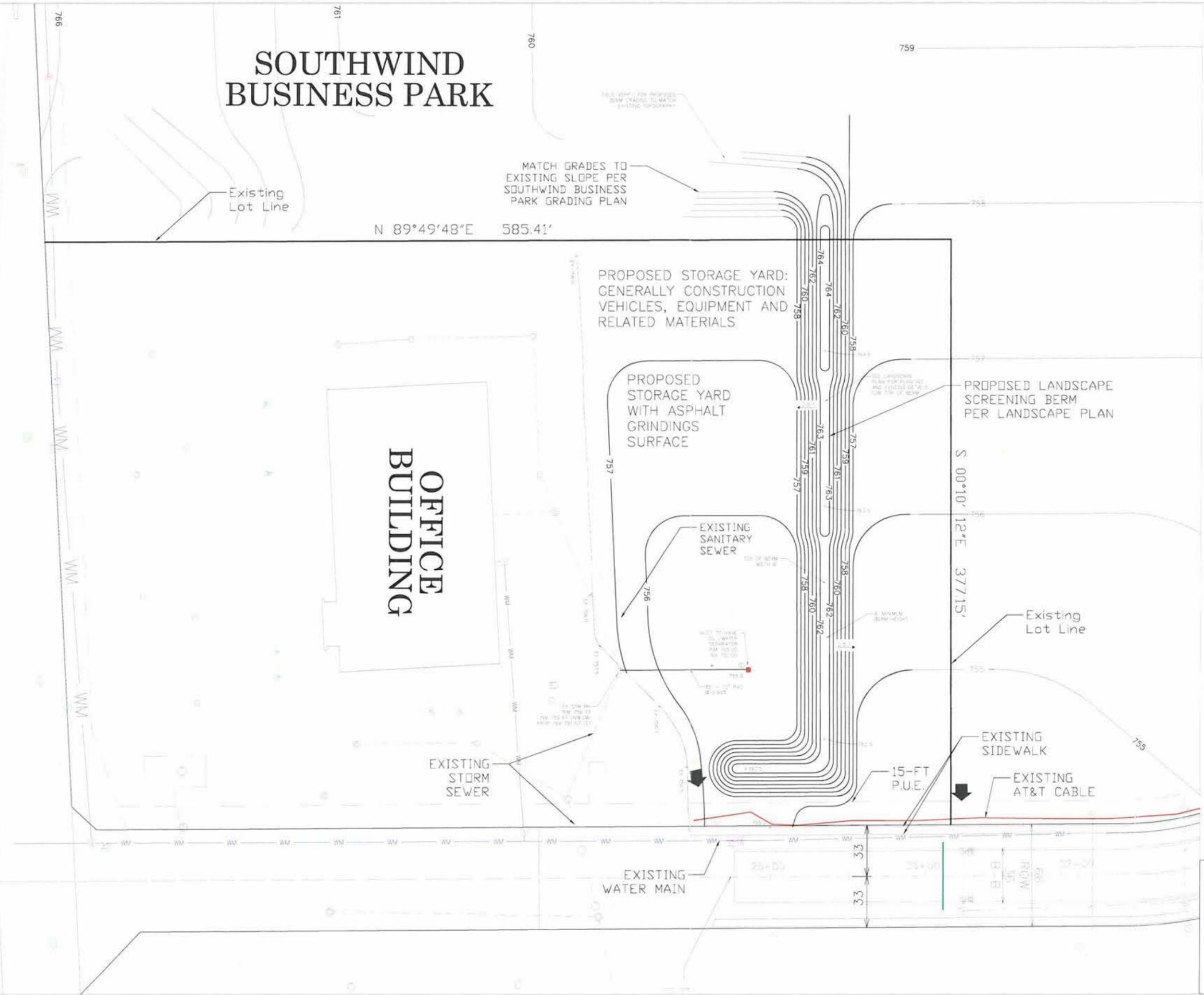
#### **C E R T I F I C A T I O N**

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 Ordinance 2017- \_\_\_\_\_ enacted on April 18, 2017 and approved on April 18, 2017, as the same appears from the official records of the Village of Bartlett.

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

# SOUTHWIND BUSINESS PARK

ILLINOIS ROUTE 25



**LEGEND**

•	TOB	—	CONTOUR LINE
•	SET IRON PIPE	—	EDGE OF BITUMENUS PAVEMENT
•	IRON PIPE FOUND OPEN	—	BUSH LINE
•	IRON PIPE FOUND OPEN	—	VEGETATION LINE
•	ELEVATION BENCHMARK	—	CONCRETE
•	COLLECTOR END SECTION	—	BUILDING EDGE
○	SATCH MARK	—	RAILROAD TRACK
•	PIPER	—	FENCE LINE
•	WATER VAULT	—	APPROXIMATE EDGE OF WATER
•	FIRE HYDRANT	—	HIGH WATER LEVEL
•	FIRE HYDRANT WITH WATER VAULT	—	STORM SEWER
•	MANHOLE	—	PIPE UNDERDRAIN
•	MANHOLE RESECTOR	—	WATER MAIN
•	MANHOLE	—	SANITARY SEWER
•	HEAVY DUTY MANHOLE	—	OVERHEAD WIRE
•	GRASS LIGHT	—	REED
•	LIGHT STANDARDS	—	MEASURED
•	POWER POLE	—	PLANT
•	TELEPHONE POLE	—	RECORDED
•	SPICE BOX	—	CABLE TV
•	TELEPHONE SPICE BOX	—	ELECTRIC LINE
•	JUNCTION BOX	—	FIBER OPTIC LINE
•	CONTROLLER BOX	—	GAS LINE
•	WATER SIGNAL	—	ST. LINE
•	WELL BOX	—	DR. MAIN
•	BUSH	—	TELEPHONE
•	DECIDUOUS TREE	—	WELTHOLE
•	CONIFEROUS TREE	—	SP. MARK
•	FREE STUMP		



**CALL JULIE 1-800-892-0123**  
with the following:  
COUNTY: KANE  
CITY: BARTLETT

**48 hours before you dig**  
Excluding Sat., Sun., and Holidays

**NOTIFY ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION FOR THE EXACT LOCATIONS OF THE UTILITIES AND FOR THEIR PROTECTION DURING CONSTRUCTION IF EXISTING UTILITIES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, IMMEDIATELY NOTIFY THE ENGINEER AND JULIE.**

PREPARED BY  
**BLUFF CITY MATERIALS, INC.**  
2252 SOUTHWIND BOULEVARD  
BARTLETT, ILLINOIS  
PHONE: 630-497-8700 FAX: 630-497-9800



PREPARED FOR

02.09.2017	VILLAGE COMMENTS	MSD
01-09-2017	VILLAGE COMMENTS	MSD
DATE	DESCRIPTION OF REVISION	BY

<input type="checkbox"/>	DRAFT
<input type="checkbox"/>	PERMIT APPLICATION
<input type="checkbox"/>	APPROVED FOR CONSTRUCTION
<input type="checkbox"/>	CLIENT APPROVED BY: _____

DESIGNED BY:	OWNER:	TBD
DRAWN BY:	Proj Type:	Deve
APPROVED BY: MSD	Proj #:	3405-4
DATE: 4.3.2014	Folder:	xxx
SCALE: 1=30	File:	xxx

**NOTICE**  
The user of this plan and its contents is advised that the user is responsible for obtaining all necessary permits and approvals from the appropriate authorities. The user is also advised that the user is responsible for obtaining all necessary approvals from the appropriate authorities.

Location  
**Southwind Business Park  
Bartlett, Illinois**

Title  
**PROPOSED STORAGE YARD - SITE PLAN**

SHEET  
**1**

**1**



LANDSCAPE WORK PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

The work shall consist of furnishing, transporting and installing all seeds, plants and other materials required for:

1. The establishment of trees, shrubs, perennial, annual and lawn areas as shown on Landscape Plan;
2. The provision of post-planting management as specified herein;
3. Any remedial operations necessary in conformance with the plans as specified in this document;
4. Permits which may be required.

1.2 QUALITY ASSURANCE

- A. Work shall conform to State of Illinois Horticultural Standards and local municipal requirements.
- B. Quality Control Procedures:
  1. Ship landscape materials with certificates of inspection as required by governmental authorities. Comply with governing regulations applicable to landscape materials.
  2. Do not make substitutions. If specified landscape material is not obtainable, submit to Landscape Architect proof of non-availability and proposal for use of equivalent material.
  3. Analysis and Standards: Package standard products with manufacturer's certified analysis.

1.3 SUBMITTALS

- A. Planting Schedule
 

Submit three (3) copies of the proposed planting schedule showing dates for each type of planting
- B. Maintenance Instruction - Landscape Work
 

Submit two (2) copies of typewritten instructions recommending procedures to be established by the Owner for the maintenance of landscape work for one full year. Submit prior to expiration of required maintenance periods.

Instructions shall include: watering, fertilizing, spraying, mulching and pruning for plant material and trimming groundcover. Instructions for watering, fertilizing and mowing grass areas shall be provided ten (10) days prior to request for inspection for final acceptance. Landscape Architect shall receive copies of all instructions when issued.
- C. Submit two (2) copies of soil test of existing topsoil with recommendations for soil additive requirement to Landscape Architect for review and written approval.
- D. Submit two (2) samples of shredded hardwood bark mulch, erosion control blankets, and all other products and materials as specified on plans to Landscape Architect for review and written approval.
- E. Nursery packing lists indicating the species and quantities of material installed must be provided to the Owner and/or City upon request.

1.4 JOB CONDITIONS

- A. Examine and evaluate grades, soils and water levels. Observe the conditions under which work is to be performed and notify Landscape Architect of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Utilities: Review underground utility location maps and plans; notify local utility location service; demonstrate an awareness of utility locations; and certify acceptance of liability for the protection of utilities during course of work. Contractor shall be responsible for any damage to utilities or property.
- C. Excavation: When conditions detrimental to plant growth are encountered such as rubble fill, adverse drainage conditions or obstructions, notify Landscape Architect before planting.

1.5 GUARANTEES

- A. Guarantee seeded and sodded areas through the specified maintenance period and until final acceptance.
- B. Guarantee trees, shrubs, groundcover and perennials for a period of one year after date of acceptance against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others or unusual phenomena or incidents which are beyond Landscape Installer's control.

LANDSCAPE WORK PART 2 - PLANT MATERIALS

2.2 LAWN SEED MIXTURE

Grass Seed: Provide fresh, clean, new crop seed complying with the tolerance for purity and germination established by the Official Seed Analysts of North America. Provide seed of the grass species, proportions and maximum percentage of weed seed, as specified.

- A. Lawn Seed Mixture - 5 lbs./1,000 sq. ft.
  - 50% Kentucky Bluegrass 98/85
  - 15% Cutter Perennial Ryegrass
  - 10% Spartan Hard Fescue
  - 10% Edge Perennial Ryegrass
  - 10% Express Perennial Ryegrass
  - 5% Pennlawn Creeping Red Fescue
- B. Temporary Lawn Seed Mixture - 5 lbs./1,000 sq.ft.
  - 40% Kentucky Bluegrass 98/85
  - 40% Perennial Ryegrass
  - 20% Annual Ryegrass

2.4 GROUNDCOVERS, PERENNIALS AND ANNUALS

Provide plants established and well-rooted in removable containers or integral peat pots and with not less than the minimum number and length of runners required by ANSI Z60.1 for the pot size shown or listed.

2.5 TREES AND SHRUBS

- A. Name and Variety: Provide nursery grown plant material true to name and variety.
- B. Quality: Provide trees, shrubs and other plants complying with the recommendations and requirements of ANSI Z60.1 "Standard for Nursery Stock" and as further specified.
- C. Deciduous Trees: Provide trees of height and caliper listed or shown and with branching configuration recommended by ANSI Z60.1 for type and species required. Provide single stem trees except where special forms are shown or listed. Provide balled and burlapped (B&B) deciduous trees.
- D. Deciduous Shrubs: Provide shrubs of the height shown or listed and with not less than the minimum number of canes required by ANSI Z60.1 for the type and height of shrub required. Provide balled and burlapped (B&B) deciduous shrubs.
- E. Coniferous Evergreen: Provide evergreens of the sizes shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type evergreens and height for other types. Provide quality evergreens with well-balanced form complying with requirements for other size relationships to the primary dimension shown. Provide balled and burlapped (B&B) evergreen trees and containerized shrubs.
- F. Inspection: All plants shall be subject to inspection and review at the place of growth or upon delivery and conformity to specification requirements as to quality, right of inspection and rejection upon delivery at the site or during the progress of the work for size and condition of balls or roots, diseases, insects and latent defects or injuries. Rejected plants shall be removed immediately from the site.

2.7 EROSION CONTROL

- A. Lawn Seed Areas Erosion Control Blanket: North American Green D975, or equivalent approved equal.

2.8 MULCH

- A. Provide mulch consisting of shredded hardwood. Provide sample to Landscape Architect for approval prior to ordering materials.

LANDSCAPE WORK PART 3 - EXECUTION

3.1 PLANTING SCHEDULE

At least thirty (30) days prior to the beginning of work in each area, submit a planting schedule for approval by the Landscape Architect.

3.2 PLANTINGS

- A. Sodding New Lawns
  1. Remove existing grass, vegetation and turf. Dispose of such material legally off-site, do not turn over into soil being prepared for lawns.
  2. Till to a depth of not less than 6"; apply soil amendments as needed; remove high areas and fill in depressions; till soil to a homogenous mixture of fine texture, remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site.
  3. Sodded areas shall receive an application of commercial fertilizer at the rate of 10 lbs. per 1,000 sq. ft. and shall have an analysis of 16-8-8.
  4. Lay sod within 24 hours from time of stripping.
  5. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass.
  6. Water sod thoroughly with a fine spray immediately after planting.
- B. Seeding New Lawns
  1. Remove existing grass, vegetation and turf. Dispose of such material legally off-site. Do not turn over into soil being prepared for lawns.
  2. Till to a depth of not less than 6"; apply soil amendments; remove high areas and fill in depressions; till soil to a homogenous mixture of fine texture, remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site.
  3. Seeded lawn areas shall receive an application of commercial fertilizer at the rate of 5 lbs. per 1,000 sq. ft. and shall be 6-24-24. Fertilizer shall be uniformly spread and mixed into the soil to a depth of 1" inches.
  4. Do not use wet seed or seed which is moldy or otherwise damaged in transit or storage.

5. Sow seed using a spreader or seeding machine. Do not seed when wind velocity exceeds five (5) miles per hour. Distribute seed evenly over entire area by sowing equal quantity in two directions at right angles to each other.
6. Sow not less than specified rate.

7. Rake lawn seed lightly into top 1" of soil, roll lightly and water with a fine spray.

8. After the seeding operation is completed, spray a wood fiber mulch (Conweb 2000 with tacifier or approved equal) over the entire grassed area at the rate of 2,000 lbs. per acre. Use a mechanical spray unit to insure uniform coverage. Exercise care to protect buildings, automobiles and people during the application of the mulch.

E. Groundcover and Perennial Beds

Groundcover, perennials, and annuals shall be planted in continuous beds of planting soil mixture a minimum of 8" deep. Install per spacing indicated on plan.

F. Trees and Shrubs

1. Set balled and burlapped (B&B) stock plumb and in center of pit or trench with top of ball at an elevation that will keep the root flare exposed upon backfill and mulching. Remove burlap from top and sides of balls; retain on bottoms. When set, place additional topsoil backfill around base and sides of ball and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
2. Dish top of backfill to allow for mulching. Provide additional backfill berm around edge of excavations to form shallow saucer to collect water.
3. Mulch pits, trenches and planted areas. Provide not less than 2" thickness of mulch and work into top of backfill and finish level with adjacent finish grades. Maintain exposed root flare at all times.
4. Prune only injured or dead branches from flowering trees, if any. Protect central leader of tree during shipping and pruning operations. Prune shrubs to retain natural character in accordance with standard horticultural practices.
5. Remove and replace excessively pruned or ill-formed stock resulting from improper pruning.
6. The Contractor shall be wholly responsible for assuring that all trees are planted in a vertical and plumb position and remain so throughout the life of this contract and guarantee period. Trees may or may not be staked and guyed depending upon the individual preference of the Contractor; however, any bracing procedure(s) must be approved by the Owner prior to its installation.

3.3 INITIAL MAINTENANCE

- A. Begin maintenance immediately after planting, continuing until final acceptance. A minimum of thirty (30) days.
- B. Maintain planted and seeded areas by watering, rolling/regrading, replanting and implementing erosion control as required to establish vegetation free of eroded or bare areas.
- C. Compensatory Storage and Native Planting areas are to be mowed only once per spring during the initial three year establishment period.



GARY R. WEBER  
ASSOCIATES, INC.  
LAND PLANNING  
ECOLOGICAL CONSULTING  
LANDSCAPE ARCHITECTURE  
312 SOUTH MAIN STREET  
WHEATON, ILLINOIS 60187  
PHONE: 630/668-7197

CLIENT  
BLUFF CITY MATERIALS, INC.  
2252 SOUTHWIND BLVD  
BARTLETT, IL 60103

SOUTHWIND BUSINESS PARK  
BARTLETT, ILLINOIS  
LANDSCAPE SPECIFICATIONS

NO.	DATE	DESCRIPTION
5	2.10.17	
4	1.11.17	
3	10.08.16	
2	8.16.16	
1	6.09.16	

DATE 6.08.16  
PROJECT NO. BF1601  
DRAWN GFB  
CHECKED REQ  
SHEET NO.





**Village of Bartlett**  
**Finance Department Memo**  
**2017 - 08**

**DATE:** April 11, 2017  
**TO:** Paula Schumacher, Acting Village Administrator  
**FROM:** Todd Dowden, Acting Finance Director   
**SUBJECT:** Transfer of 2017 IRB Volume Cap

Attached is a resolution transferring the Village's 2017 Industrial Revenue Bond Volume Cap to the Illinois Finance Authority (IFA) in support of Muirfield West LLC (Camcraft, Inc. and Matrix Design, LLC Project) and an Industrial Revenue Bond issuance to finance the construction and equipping of a new manufacturing facility in the Brewster Creek Business Park. The Village's allocation of \$4,154,500 is insufficient to finance on its own the anticipated not-to-exceed \$10,000,000 Industrial Revenue Bonds to be issued. Transferring the Village's allocation to the IFA will reduce the issuance fee of the bonds for the developer. The closing date for the bonds is expected to be April 25, 2017.

**MOTION:** I move to approve Resolution 2017-\_\_\_\_\_, a resolution ceding the aggregate remaining unused allocation of 2017 Private Activity Bond Volume Cap of the Village of Bartlett to the Illinois Finance Authority; and related matters.

**RESOLUTION 2017 - \_\_\_\_\_**

**A RESOLUTION CEDING THE AGGREGATE REMAINING UNUSED ALLOCATION OF 2017 PRIVATE ACTIVITY BOND VOLUME CAP OF THE VILLAGE OF BARTLETT TO THE ILLINOIS FINANCE AUTHORITY; AND RELATED MATTERS**

**WHEREAS**, the Village of Bartlett, Cook County, DuPage County, and Kane County, Illinois, (the “Home Rule Unit” or the “Village”) is a municipality and a home rule unit of government duly organized and validly existing under Section 6(a) of Article VII of the 1970 Constitution and laws of the State of Illinois; and

**WHEREAS**, investments in capital projects manufacturing companies, including a new project to be financed by Muirfield West LLC (Camcraft, Inc. and Matrix Design, LLC Project) in the Brewster Creek Business Park, will result in the construction and equipping of a new manufacturing facility, that will directly benefit the Village’s tax base; and

**WHEREAS**, the availability of job opportunities to relieve conditions of unemployment and underemployment and the increase of business and commerce are essential to the health, safety, general welfare and economic vitality of the Village; and

**WHEREAS**, Section 146 of the Internal Revenue Code of 1986 (the “Code”), as amended, and Section 1301 of the Tax Reform Act of 1986, places a ceiling (the “State’s Ceiling”) on the aggregate principal amount of private activity bonds (as defined in the Code) that can be issued in the State of Illinois from January 1, 2017, to and including December 31, 2017; and

**WHEREAS**, the Village’s applicable population is 41,545 (the “Village’s Applicable 2017 Population Estimate”) as cited in the Office of the Governor’s Guidelines and Procedures, effective January 1, 2017, for the Allocation of Private Activity Bonding Authority in Accordance with the Section 1301 of the Tax Reform Act of 1986, as amended, and 30 ILCS 345; and,

**WHEREAS**, because the Village’s portion of the State’s 2017 Ceiling is set at \$100 per capita multiplied by the Village’s Applicable Population Estimate, the Village’s calendar year 2017 Volume Cap allocation is \$4,154,500 (the “2017 Volume Cap Allocation”); and

**WHEREAS**, the Village, acting on its own, has insufficient 2017 Volume Cap Allocation to finance the anticipated not-to-exceed \$10,000,000 Industrial Revenue Bonds to be issued for the Muirfield West LLC (Camcraft, Inc. and Matrix Design, LLC Project); and

**WHEREAS**, the Village wishes to expedite financing and completion of Muirfield West LLC (Camcraft, Inc. and Matrix Design, LLC Project);

**WHEREAS**, it is in the best interest of the Home Rule Unit to transfer and reallocate the Village’s remaining, unused 2017 Volume Cap Allocation to the Illinois Finance Authority (hereinafter, the “Authority” or “IFA”) and thereby permit the Authority to issue up to \$10,000,000 of tax-exempt Industrial Revenue Bonds on behalf of Muirfield West LLC (Camcraft, Inc. and Matrix Design, LLC Project), the proceeds of which will be used to construct

and equip a new manufacturing facility located at 1361-1367 Schiferl Road, Bartlett (DuPage County), Illinois 60103; and

**WHEREAS**, the Home Rule Unit has issued private activity bonds requiring Volume Cap to which portions of the Village's 2017 Volume Cap Allocation have been utilized in the aggregate principal amount of \$0 from January 1, 2017, through the date of adoption of this Resolution; and

**WHEREAS**, the Home Rule Unit has a remaining, unused balance of 2017 Volume Cap Allocation in the amount of approximately \$4,154,500 for the remainder of calendar year 2017; and

**WHEREAS**, pursuant to the Illinois Private Activity Bond Allocation Act (30 ILCS 345, et seq.), that portion of Available Ceiling remaining unused by a Home Rule Unit, other than a municipality with over 2,000,000 inhabitants, as of May 1 of each calendar year, shall be, on June 1 of each calendar year reserved to the Governor's Office for reallocation; and

**WHEREAS**, under the Illinois Private Activity Bond Allocation Act, the Home Rule Unit may reallocate to the Illinois Finance Authority any remaining, unused portion of its 2017 Volume Cap Allocation; and

**WHEREAS**, the Village will report this transfer of approximately \$4,154,500 of 2017 Volume Cap Allocation to IFA for the Muirfield West LLC (Camcraft, Inc. and Matrix Design, LLC Project) to the Governor's Office of Management and Budget by no later than May 10, 2017, as required by the Office of the Governor's 2017 Volume Cap Allocation Guidelines and Procedures for the Allocation of Private Activity Bonding Authority; and

**WHEREAS**, it is in the best interests of the Village to transfer and reallocate its approximately \$4,154,500 in unused Available Ceiling to the Authority in order to enable IFA to leverage the Village's 2017 Volume Cap Allocation to enable the financing of the Muirfield West LLC (Camcraft, Inc. and Matrix Design, LLC Project); and

**WHEREAS**, the Authority will allow the Village to designate other priorities (as necessary, including but not limited to other projects in the Village to expedite financing for other projects in order to utilize any remaining, unused 2017 Volume Cap Allocation during calendar 2017, if Bonds are not issued for the Muirfield West LLC (Camcraft, Inc. and Matrix Design, LLC Project) on or before October 31, 2017.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BARTLETT:**

**Section 1.** That the Village of Bartlett hereby transfers and reallocates its remaining, unused Available Ceiling of approximately \$4,154,500 to the Authority for the purposes specified above. In the event that the Muirfield West LLC (Camcraft, Inc. and Matrix Design, LLC Project) does not close by October 31, 2017, or does not use all of the Village's Available Ceiling by that date, the Village will have the right to designate priorities to the Illinois Finance Authority for applying any unused 2017 Village of Bartlett Village Ceiling, as it deems appropriate.

**Section 2.** The Authority and the Home Rule Unit shall both retain a copy of this Resolution in their records for a minimum of 30 years. Notice of this Resolution together with a copy of this Resolution shall be given in writing by the Home Rule Unit to the Authority after passage and approval hereof.

**Section 3.** That the officials of the Home Rule Unit are hereby authorized, empowered and directed to take all necessary or advisable actions in connection with the execution and implementation of this Resolution.

**Section 4.** **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 5.** **Repeal of Prior Resolutions.** All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**Section 6.** **Effective Date.** That this Resolution shall be in full force and effect from and after its passage and approval according to law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 18, 2017

APPROVED: April 18, 2017

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

ATTEST:

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

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2017 - \_\_\_\_\_ enacted on April 18, 2017, and approved on April 18, 2017, as the same appears from the official records of the Village of Bartlett.

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



# Memorandum

**To:** Paula Schumacher, Acting Village Administrator  
**From:** Scott Skrycki, Assistant to the Administrator  
**Date:** 4/10/17  
**Re:** Bartlett Park District Apple Blossom Run

---

Attached for your review is a letter from the Bartlett Park District requesting to host the annual Apple Blossom 5k run/5k stroller roll and 10k run on Saturday, May 13<sup>th</sup>. The race would begin at 8 a.m. and will begin at the Bartlett Library on Pipers Drive and will finish on a trail near the Bartlett Community Center. The proposed route has been approved by the Police Department and has been utilized in past years.

The appropriate certificate of insurance has been submitted by the Bartlett Park District and reviewed by the Village Attorney. The letter of request from the Bartlett Park District, a map of the parade route and a copy of the certificate of insurance are attached for your review.

## Motion

I move to approve the parade permit request submitted by the Bartlett Park District for the Apple Blossom Run on Saturday, May 13, 2017.



Scott Skrycki

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

The intent of this letter is to request a parade permit for the running of the 37<sup>th</sup> Annual Apple Blossom Run, a 5k Run/5k Stroller Roll and 10k Run put on by the Bartlett Park District. This year's event is scheduled rain or shine for Saturday, May 13<sup>th</sup>, 2017 with a scheduled start time of 8am.

We have already discussed the race details with Sgt. Rybaski and the Bartlett Police Department has agreed to assist with this event. We have submitted the route for this year's event and will be using the same route that we have utilized for the last 11 years. I have attached a copy of the race route for your approval.

For this year's event we anticipate about 500 runners/ stroller rollers. The event is scheduled to start on Piper's right in front of the Library and will finish on the trail leading up to the Bartlett Community Center. This long standing event is run as a community event and draws in runners from Bartlett and the surrounding communities.

This year we have several community sponsors to help make the 37<sup>th</sup> Annual Apple Blossom Run a huge success for the BPD and Bartlett as a whole.

Thank you for your time and consideration in this matter and I look forward to your response.

**Dave Littwin, CPO, CPRP**

Aquatics Manager  
Bartlett Park District  
Bartlett Community Center  
700 S. Bartlett Road  
Bartlett, IL 60103-4504  
(630) 540-4828  
(630) 540-4870 Fax  
[DLittwin@bartlettparks.org](mailto:DLittwin@bartlettparks.org)

# Apple Blossom Run



# Certificate of Coverage

## Name and Address of Agency

Park District Risk Management Agency  
 2033 Burlington Avenue  
 Lisle, IL 60532-1646  
 (630) 769-0332

## Name and Address of Member

Bartlett Park District  
 696 W. Stearns Rd.  
 Bartlett, IL 60103

## Scope of Coverage

The Park District Risk Management Agency (PDRMA) is an intergovernmental self-insurance and risk management pool established under the Constitution and the statutes of the State of Illinois to provide coverage for its members against certain claims and losses. Each member of PDRMA is entitled to the scope and amounts of coverage set forth below. In addition, PDRMA may extend the same scope of coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, and amendments which are applicable to the members.

The above named entity is a member in good standing of the Park District Risk Management Agency. The scope of coverage provided by the Agency may, however, be revised at any time by the actions of PDRMA's governing body. As of the date this certificate is issued, the information set out below accurately reflects the scope of coverage established for the current coverage year.

Scope of Coverage	Coverage Document	Coverage Dates	Limits Each Occurrence	
General Liability x commercial general liability x occurrence x liquor liability	L010117	01/01/2017 - 12/31/2017	Bodily Injury and Property Damage Combined	\$1,000,000
			Personal Injury	\$1,000,000
Automobile Liability x any auto	L010117	01/01/2017 - 12/31/2017	Bodily Injury and Property Damage Combined	\$1,000,000
Workers' Compensation	WC010117	01/01/2017 - 12/31/2017		Statutory
Employer's Liability	WC010117	01/01/2017 - 12/31/2017		\$3,000,000
Property	P0700116	01/01/2017 - 12/31/2017		
Other		01/01/2017 - 12/31/2017		

## Description of Operations/Locations/Vehicles/Special Items

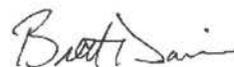
Village of Bartlett is/are additionally insured for Bartlett Park District's use of property for the Apple Blossom Run on May 13, 2017.

Coverage is for general liability with respect to the operations of the Bartlett Park District. Additional insured coverage shall not apply to any liability resulting from the certificate holder's own negligence or the negligence of its servants, agents or employees.

### Certificate Holder

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

Date Issued: 03/28/2017



Authorized Representative



RESOLUTION 2017 - \_\_\_\_\_

**A RESOLUTION APPROVING THE AGREEMENT BETWEEN  
THE VILLAGE OF BARTLETT AND CANADIAN PACIFIC**

---

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

**SECTION ONE:** The Agreement dated April 18, 2017, between Canadian Pacific and the Village of Bartlett, a copy of which is appended hereto as Exhibit A and expressly incorporated herein by this reference (the "Agreement") is hereby approved.

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

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

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

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

**ROLL CALL VOTE:**

**YES:**

**NAYS:**

**ABSENT:**

**PASSED:** April 18, 2017

**APPROVED:** April 18, 2017

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

**ATTEST:**

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

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

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2017 - \_\_\_\_\_ enacted on April 18, 2017 and approved on April 18, 2017 as the same appears from the official records of the Village of Bartlett.

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



## AGREEMENT

**THIS AGREEMENT** made and entered into by and between Village of Bartlett, a municipal corporation of Cook, DuPage and Kane Counties, Illinois, and a Governmental Subdivision of the State of "Illinois", hereinafter referred to as the "ROAD AUTHORITY" and SOO LINE RAILROAD COMPANY, doing business as CANADIAN PACIFIC, hereinafter referred to as the "COMPANY."

### WITNESSETH

**WHEREAS**, the existing Spaulding Road with FRA/AAR inventory number 372212E as presently located near the Village of Bartlett, Cook County, Illinois, crosses at grade yard lead track of the COMPANY at railroad mile post 32.67 on the Elgin Subdivision and is constructed with timber crossing material ; and

**WHEREAS**, the ROAD AUTHORITY proposes new grade crossing warning devices that consist of flashing light signals and half roadway gates and raised center roadway medians and to have the COMPANY install an improved 72 ft concrete crossing surface on the yard lead crossing of Spaulding Road and to remove and relocate the existing private (Tovar Snow Professionals) crossing located on the CP/CN connection track approximately 140 ft south and install an improved 42 ft rubber crossing surface substantially as shown on the plan attached hereto, and marked Exhibit "A";

**WHEREAS**, the parties desire to set forth the terms and conditions for reconstruction and widening and of said crossings; and

**WHEREAS**, the crossing surface work herein proposed to be performed by the COMPANY shall be completed with the streets closed to traffic and will be coordinated accordingly with the ROAD AUTHORITY or its assigned Roadway Contractor.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties agree as follows:

**SECTION 1.** The "Standard Provisions for Highway-Railroad Agreements" attached hereto as Exhibit "B" are hereby made a part of this Agreement.

**SECTION 2.** Subject to the terms of this agreement, the COMPANY hereby grants its consent to the roadway improvements of Spaulding Road and Private crossing across its track as proposed by the ROAD AUTHORITY.

**SECTION 3.** The ROAD AUTHORITY shall secure, or cause to be secured; all rights-of-way or easements required for its project in addition to that provided for in Section 2 and shall construct and complete its project all without cost or assessment to the COMPANY.

**SECTION 4.** The parties shall construct, or cause to be constructed, the following items of work:

**1. WORK BY THE COMPANY.** The COMPANY shall furnish, or cause to be furnished, all of the labor, materials and work equipment required to perform and complete:

- a. The preparation of the track structures.
- b. The installation of concrete crossing (Spaulding Road).
- c. The removal of private crossing and track restoration (Tovar).
- d. The installation of rubber crossing at new/relocated private crossing (Tovar).
- d. Incidental work necessary to complete the items hereinabove specified.

The estimated total cost of the work to be performed hereunder by the COMPANY at the expense of the ROAD AUTHORITY as outlined above is \$168,464 as indicated in the detailed estimate of cost attached hereto and marked Exhibit "C".

The COMPANY warrants that it shall perform all work under this agreement in a workmanlike and timely manner in accordance with all applicable standards for work of the type at issue. Should the work fail to be performed in a timely manner or in accordance with applicable standards, the ROAD AUTHORITY may immediately suspend further payments under this agreement and the COMPANY shall repay all funds expended on unsatisfactory work.

**2. WORK BY THE ROAD AUTHORITY.** The ROAD AUTHORITY shall furnish or cause to be furnished, at its expense, all of the labor, material and work equipment required to perform and complete:

- a. The roadway improvements of Spaulding Road and Tovar Snow Professionals crossings, including sidewalks, utility work, grading, paving, installation of approach signs, pavement markings and drainage facilities.
- b. The paving of the roadway approaches up to the edge of the concrete and rubber crossing surfaces installed by the COMPANY under "1.b" and "1.d" above.
- c. Traffic control and detour signing.
- d. Incidental work necessary to complete the items hereinabove specified.

**SECTION 5.** In compliance with the Federal Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 1, dated April 25, 1975, and supplements, which determine COMPANY benefit and liability, the proposed grade crossing improvement meets Classification 1 of Paragraph 6(b), a category not considered as a benefit to the COMPANY, and no contribution by the COMPANY is required.

**SECTION 6.** Upon completion of this project, ROAD AUTHORITY will reassume jurisdiction for the roadway and will be responsible for maintaining the roadway and crossing approaches up to the ends of the track ties at its expense. The COMPANY shall operate and maintain its track, the crossing over its ties and the crossing warning devices in accordance with Federal or State law as it shall be from time to time in the future while it operates its line of railroad over such trackage and crossing, but this obligation to maintain said crossing and warning devices shall cease in the event the COMPANY abandons its railroad operations over said track in the future, in which event the ROAD AUTHORITY may, if it desires, remove the trackage and restore and maintain the crossing at its sole cost and expense.

**SECTION 7.** This Agreement shall be binding upon the parties hereto, their successors or assigns.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers, as of the dates below indicated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed.

ACCEPTED: \_\_\_\_\_, 2017    APPROVED: \_\_\_\_\_, 2017

**SOO LINE RAILROAD COMPANY**  
**d/b/a Canadian Pacific**

APPROVED

**Village of Bartlett**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2017

Date: \_\_\_\_\_, 2017



## EXHIBIT B

### STANDARD PROVISIONS FOR HIGHWAY-RAILROAD AGREEMENTS (FEDERAL AID PROJECTS)

1. ALL COMPANY work shall be performed in accordance with the terms, stipulations and conditions contained in the US Department of Transportation, Federal-Aid Highway Program Manual Volume 1, Chapter 4, Section 3 and supplements to or revisions thereafter.
2. The COMPANY, for performance of its work, may bill the ROAD AUTHORITY monthly for the ROAD AUTHORITY'S share of the actual cost and expenses incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed. The ROAD AUTHORITY after verifying that the bill is reasonable and proper shall promptly reimburse the COMPANY.

The COMPANY, upon the completion of its work, shall send the ROAD AUTHORITY a detailed final statement of actual expensed it incurred, including allowable additives. After the ROAD AUTHORITY'S representatives have checked the final statement and have agreed that the cost are reasonable and proper insofar as they are able to ascertain, the ROAD AUTHORITY shall reimburse the COMPANY in the amount, less previous payments, if any, equal to the amount billed.

After the ROAD AUTHORITY representatives have audited the expensed incurred by the COMPANY and final inspection of the installation has been made, the COMPANY shall reimburse the ROAD AUTHORITY for any item (or items) of expense found by the ROAD AUTHORITY representatives to be ineligible for reimbursement.

3. It is understood that the project herein contemplated shall be subject to all appropriate Federal laws, rules, regulations, orders and approvals pertaining to all agreements in general. The use of said guidelines for reimbursement between the parties hereto shall not be deemed to require reimbursement of the ROAD AUTHORITY by the Federal Highway Administration as a condition precedent to the ROAD AUTHORITY'S obligation.
4. All work herein provided to be done by the ROAD AUTHORITY or its contractor or contractors on the right-of-way or upon, over, under or across the railroad tracks of the COMPANY shall be done in a manner satisfactory to the COMPANY and shall be performed as such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the COMPANY. The ROAD AUTHORITY shall require its contractors or contractors to use all care and precaution necessary to avoid accident, damage or interference to the COMPANY'S tracks or the trains or traffic using its tracks, and to notify the COMPANY a sufficient time in advance whenever the contractor is about to perform work adjacent to the track to enable the COMPANY to arrange for the furnish flagging and such other protective services as might be necessary to insure safety of railroad operations.

The COMPANY shall have the right to furnish all such flagging or protective service as in its judgment is necessary, and the ROAD AUTHORITY or its contractor or contractors shall reimburse the COMPANY for the cost thereof. Wherever safeguarding of trains or

traffic or the COMPANY is mentioned in this agreement, it is intended to cover all users of the COMPANY'S track having permission for such use.

5. The ROAD AUTHORITY shall require its contractor or contractors, upon completion of the work, to remove all machinery, equipment, temporary buildings, false work, debris and rubbish from COMPANY right-of-way, to provide proper drainage away from COMPANY track, and to leave the tracks and right-of-way in a neat condition, satisfactory to the COMPANY'S Chief Engineer or his representative.
6. Any contract between the ROAD AUTHORITY and its contractor or subcontractor to perform the work herein provided to be done by the ROAD AUTHORITY shall require that the contractor or sub-contractor protect SOO LINE RAILROAD COMPANY, and any other railroad occupying or using COMPANY right-of-way or lines of railroad with the permission of the COMPANY, against all loss and damage arising from the activities of the contractor, its forces. Or any of its subcontractors or agents, and shall further provide that the contractor shall furnish the COMPANY a Railroad Protective Liability Insurance policy providing for protection of the COMPANY, in accordance with the Federal-Aid Policy Guide, Title 23, Part 140, Subpart 1 and any supplements to or revisions unless otherwise noted. The limits of the policy shall be not less than \$2,000,000 combined single limit per occurrence for bodily injury, death, property damage and physical damage to property, with an aggregate limit of not less than \$6,000,000 per policy period. The insurance policy shall be delivered to and approved by the COMPANY prior to entry upon or use of its property to commence work upon, over, under, across or adjacent to COMPANY tracks by and contractor.
7. Subsequent to the award of any contract, and before any work is started on this project, a conference shall be held between the representatives of the ROAD AUTHORITY, the COMPANY, and the interested contractor at a time and place designed by the ROAD AUTHORITY for the purpose of coordinating the work to be performed by the several parties and at such time a schedule of operation will be adopted.
8. The COMPANY will credit the ROAD AUTHORITY for the salvage value of all track, communication and signal line material used on a temporary basis during the construction of the project and accepted by the COMPANY for return to its stock.

The ROAD AUTHORITY shall be afforded a reasonable opportunity to inspect materials recovered by the COMPANY prior to disposal by sale of scrap.

9. When the roadway is to be closed to vehicular traffic while the railroad work is being performed, the ROAD AUTHORITY at its expense shall furnish, erect, maintain and remove the traffic control devices necessary to detour highway traffic after the COMPANY gives two weeks advance notice to the ROAD AUTHORITY'S engineer.

When the COMPANY is to perform its work while maintaining highway traffic, the ROAD AUTHORITY shall furnish or cause to be furnished, at its expense, the signs, barricades and traffic control devices for erection by the COMPANY after two weeks advance notice is given to the ROAD AUTHORITY'S engineer. The COMPANY at the expense of the ROAD AUTHORITY shall erect, maintain, relocate and remove the signs, barricades, and other traffic control devices, including the furnishing of flagmen, as required to maintain highway traffic throughout the time the railroad work is being performed.

**Elgin Sub - MP 32.67 -Yard Lead Spaulding Road DOT # 372212E**

NETWORK NUMBER:	
CROSSING LENGTH:	72 LIN FT
CROSSING RAIL WT.:	136 LBS (115 or 136)

**INSTALL CROSSINGS**

MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
001115005	72	FT	CROSSING, CONCRETE,115*,OMNI,9FT	\$ 242.62	\$ 17,468.64
001115006		FT	CROSSING, RUBBER,136*,OMNI,9FT	\$ 235.98	\$ -
001278343	49	EA	PAD,TIE,GRADE CROSSING,PPI,16 1/2"PANDRL	\$ 28.24	\$ 1,383.76
082405050	0	FT	RAIL,115*8R,PREMIUM,80'BLNK	\$ 18.45	\$ -
082421784	0	FT	RAIL,136*8R,PREMIUM,80'BLNK	\$ 25.45	\$ -
082405043	0	FT	RAIL,115*8R,PREMIUM,CWR	\$ 18.89	\$ -
082421776	300	FT	RAIL,136*8R,PREMIUM,CWR	\$ 25.76	\$ 7,728.00
084201533	100	EA	TIE,SWITCH,HWD,10'-0"X9"X7"	\$ 56.43	\$ 5,643.00
002702613	0	EA	PLATE,TIE,115*,PANDROL,1/40	\$ 15.94	\$ -
002704015	200	EA	PLATE,TIE,136*,PANDROL,1/40	\$ 15.77	\$ 3,154.00
002111013	420	EA	CLIP,RAIL,PANDROL,E2055	\$ 1.82	\$ 764.40
002840270	800	EA	SPIKE,EVERGRIP,6 1/2",1600/CRATE	\$ 1.70	\$ 1,360.00
002706010		EA	RAIL,COMP,136-NEW-115-NEW LH	\$ 1,009.93	\$ -
002706002		EA	RAIL,COMP,136-NEW-115-NEW RH	\$ 1,009.44	\$ -
001410720		EA	RAIL,TRANSITION,115*,14/32"	\$ 702.84	\$ -
001410712	4	EA	RAIL,TRANSITION,136*,14/32"	\$ 902.03	\$ 3,608.12
002303224	0	EA	JOINT BAR, 115*,H/R,ROLLED,1 1/16"BOLT,US	\$ 62.32	\$ -
002001561	17	EA	JOINT BAR, 136*,36",6H,S00	\$ 85.00	\$ 1,445.00
001020561	34	EA	BOLT,TRK,1 1/16"X6"	\$ 2.26	\$ 76.84
001083601	34	EA	WASHER,SPR,TRACK BOLT,1 1/16"	\$ 0.57	\$ 19.38
002840256	50	LB	SPIKE,TRACK,5/8"X6",BULK	\$ 0.51	\$ 25.50
007090050	190	TON	BALLAST,GRADE 24	\$ 12.30	\$ 2,337.00

**REMOVE CROSSINGS/SITE CLEAN UP**

MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
982201301	-300	FT	RAIL,SCRAP,ALL	3.27	\$ (981.00)
901203034	-2640	LB	OTM,MISC,SCRAP	0.1	\$ (264.00)

**THERMITE WELDING**

MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
772630241	0	EA	WELD KIT,THERMITE,CJ,115*,NEW,5511511525	\$ 69.75	\$ -
772630280	8.5	EA	WELD KIT,THERMITE,136*RAILTEC	\$ 69.75	\$ 592.88

NOTE: packing sand, paste, and ignitors not included

**MATERIAL TOTAL COST \$ 44,361.52**

**LABOR - INSTALL CROSSING**

Manhours	Burdened Labor (\$)	Expenses (\$)	DESCRIPTION	UNIT COST	TOTAL COST
50	\$ 2,500.00	\$ 500.00	Remove Existing Crossing Surface	\$ 60.00	\$ 3,000.00
200	\$ 10,000.00	\$ 2,000.00	Build New Track Crossing	\$ 60.00	\$ 12,000.00
30	\$ 1,500.00	\$ 300.00	Place and line track panels	\$ 60.00	\$ 1,800.00
80	\$ 4,000.00	\$ 800.00	Place new concrete crossing surface	\$ 60.00	\$ 4,800.00
22	\$ 1,080.00	\$ 216.00	Weld transition rails in to place	\$ 60.00	\$ 1,296.00

**LABOR TOTAL COST \$ 22,896.00**

**Equipment Use**

Manhours	DESCRIPTION	UNIT COST	TOTAL COST
40	Utility Crew	\$ 250.00	\$ 10,000.00
10	Surfacing Crew	\$ 250.00	\$ 2,500.00
10	Welding Crew	\$ 250.00	\$ 2,500.00

**EQUIPMENT TOTAL COST \$ 15,000.00**

**OTHER**

DESCRIPTION	UNIT COST	TOTAL COST
Fuel, External Equipment Rental, Contractors, etc.	-	\$ 12,000.00

**OTHER TOTAL COST \$ 12,000.00**

**TOTAL COST OF REHABILITATION \$ 94,257.52**

**Elgin Sub - MP 32.60 -Connection Track New (Tovar) crossing DOT #**

NETWORK NUMBER:	
CROSSING LENGTH:	42 LIN FT
CROSSING RAIL WT.:	136 LBS (115 or 136)

**INSTALL CROSSINGS**

MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
001115005	0	FT	CROSSING, CONCRETE,115*,OMNI,9FT	\$ 242.62	\$ -
001115006	42	FT	CROSSING, RUBBER,136*,OMNI,9FT	\$ 235.98	\$ 9,911.16
001278343	29	EA	PAD,TIE,GRADE CROSSING,PPI,16 1/2"PANDRL	\$ 28.24	\$ 818.96
082405050	0	FT	RAIL,115*8R,PREMIUM,80'BLNK	\$ 18.45	\$ -
082421784	160	FT	RAIL,136*8R,PREMIUM,80'BLNK	\$ 25.45	\$ 4,072.00
082405043	0	FT	RAIL,115*8R,PREMIUM,CWR	\$ 18.89	\$ -
082421776	0	FT	RAIL,136*8R,PREMIUM,CWR	\$ 25.76	\$ -
084201533	54	EA	TIE,SWITCH,HWD,10'-0"X9"X7"	\$ 56.43	\$ 3,047.22
002702613	0	EA	PLATE,TIE,115*,PANDROL,1/40	\$ 15.94	\$ -
002704015	108	EA	PLATE,TIE,136*,PANDROL,1/40	\$ 15.77	\$ 1,703.16
002111013	230	EA	CLIP,RAIL,PANDROL,E2055	\$ 1.82	\$ 418.60
002840270	432	EA	SPIKE,EVERGRIP,6 1/2",1600/CRATE	\$ 1.70	\$ 734.40
002706010		EA	RAIL,COMP,136-NEW-115-NEW LH	\$ 1,009.93	\$ -
002706002		EA	RAIL,COMP,136-NEW-115-NEW RH	\$ 1,009.44	\$ -
001410720		EA	RAIL,TRANSITION,115*,14/32"	\$ 702.84	\$ -
001410712	4	EA	RAIL,TRANSITION,136*,14/32"	\$ 902.03	\$ 3,608.12
002303224	0	EA	JOINT BAR, 115*,H/R,ROLLED,1 1/16"BOLT,US	\$ 62.32	\$ -
002001561	16	EA	JOINT BAR, 136*,36",6H,SOO	\$ 85.00	\$ 1,360.00
001020561	32	EA	BOLT,TRK,1 1/16"X6"	\$ 2.26	\$ 72.32
001083601	32	EA	WASHER,SPR,TRACK BOLT,1 1/16"	\$ 0.57	\$ 18.24
002840256	50	LB	SPIKE,TRACK,5/8"X6",BULK	\$ 0.51	\$ 25.50
007090050	95	TON	BALLAST,GRADE 24	\$ 12.30	\$ 1,168.50

**REMOVE CROSSINGS/SITE CLEAN UP**

MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
982201301	-160	FT	RAIL,SCRAP,ALL	3.27	\$ (523.20)
901203034	-1430	LB	OTM,MISC,SCRAP	0.1	\$ (143.00)

**THERMITE WELDING**

MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
772630241	0	EA	WELD KIT,THERMITE,CJ,115*,NEW,5511511525	\$ 69.75	\$ -
772630280	8	EA	WELD KIT,THERMITE,136*RAILTEC	\$ 69.75	\$ 558.00

NOTE: packing sand, paste, and ignitors not included

**MATERIAL TOTAL COST \$ 26,849.98**

**LABOR - INSTALL CROSSING**

Manhours	Burdened Labor (\$)	Expenses (\$)	DESCRIPTION	UNIT COST	TOTAL COST
50	\$ 2,500.00	\$ 500.00	Remove Existing Crossing Surface	\$ 60.00	\$ 3,000.00
200	\$ 10,000.00	\$ 2,000.00	Build New Track Crossing	\$ 60.00	\$ 12,000.00
30	\$ 1,500.00	\$ 300.00	Place and line track panels	\$ 60.00	\$ 1,800.00
80	\$ 4,000.00	\$ 800.00	Place new concrete crossing surface	\$ 60.00	\$ 4,800.00
13	\$ 630.00	\$ 126.00	Weld transition rails in to place	\$ 60.00	\$ 756.00

**LABOR TOTAL COST \$ 22,356.00**

**Equipment Use**

Manhours	DESCRIPTION	UNIT COST	TOTAL COST
40	Utility Crew	\$ 250.00	\$ 10,000.00
10	Surfacing Crew	\$ 250.00	\$ 2,500.00
10	Welding Crew	\$ 250.00	\$ 2,500.00

**EQUIPMENT TOTAL COST \$ 15,000.00**

**OTHER**

DESCRIPTION	UNIT COST	TOTAL COST
Fuel, External Equipment Rental, Contractors, etc.	-	\$ 10,000.00

**OTHER TOTAL COST \$ 10,000.00**

**TOTAL COST OF REHABILITATION \$ 74,205.98**



## Agenda Item Executive Summary

Item Name      Brewster Creek Business Park,  
Acceptance of Public Improvements      Committee  
or Board      Board

### BUDGET IMPACT

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

### EXECUTIVE SUMMARY

Attached is an ordinance to accept the public improvements, with exceptions, for the Brewster Creek Business Park. The exceptions include an incomplete roadway - Humbracht North and Deficient Landscaping areas. Letters of Credit for the exceptions, as well as Maintenance, are required and have been provided. The developer, Elmhurst Chicago Stone Company, has submitted the required bills of sale, transferring ownership of the public improvements to the Village. Record Drawings have been received and are on file at the Public Works Department.

The public improvements include water main, storm sewer and storm system, sanitary sewer and the roadway/right-of-way through most of the business park.

### ATTACHMENTS (PLEASE LIST)

Acceptance Letter, Ordinance

### ACTION REQUESTED

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

Ordinance   X   Accepting the Brewster Creek Business Park Public Improvements

Motion:

**I MOVE TO APPROVE ORDINANCE 2017-\_\_\_\_\_ ACCEPTING THE PUBLIC IMPROVEMENTS AT BREWSTER CREEK BUSINESS PARK**

Staff:            Dan Dinges

Date:            4/18/2017

Director of Public Works

April 18, 2017

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

Attn: Dan Dinges, Director of Public Works

RE: **VILLAGE ACCEPTANCE OF PUBLIC IMPROVEMENTS  
Phase 3, Unit 2, Unit 2C, Lot 4, Hecht Court, Schiferl Road and  
Humbracht North (LoC # 1165, 1166, 1167, 1168, 1169, 1170 and 1171 as  
shown on Exhibit A)**

Please be advised that most of the public improvements have been completed for the Phase 3, Unit 2, Unit 2C, Lot 4, Hecht Court, Schiferl Road and Humbracht North sections of the Brewster Creek Business Park in Bartlett.

The punch list work, for items covered by the Site Plan Completion Letter of Credit, includes water main, sanitary sewer, storm sewer system and the road system, with the exception of the Incomplete Roadway/Humbracht North and the Deficient Landscaping. The Public Works Department has conducted final reviews and inspections of the public improvements that have been completed. As a result, it has been determined that these public improvements have been constructed in substantial conformance with the approved Final Engineering Plans and Specifications for this project.

An Ordinance accepting the Public Improvements is attached.

A Standby Letter of Credit (Performance and Payment) is required in the amount of \$204,000.00 with an expiration date of 4/15/19 to secure the Developer's obligation for the Incomplete Roadway (\$147,000.00) and the Deficient Landscaping (\$57,000.00). A separate Standby Letter of Credit (Maintenance) is required in the amount of \$56,600.00 to guaranty the Maintenance Obligation of the completed Public Improvements until October 15, 2018.

The developer, Elmhurst Chicago Stone Company, has submitted the required Bills of Sale, transferring ownership of these public improvements to the Village. A set of Record Drawings, showing the completed public improvements, has been received. The developer, Elmhurst Chicago Stone Company, has obtained the required Letters of Credit-as noted above **\$204,000.00** for the **Incomplete Roadway/Humbracht North** and **\$57,000.00** for the **Deficient Landscaping**, as well as **\$56,600.00** for **Maintenance**.

I recommend that the Village Board Adopt an Ordinance accepting the public improvements for **Phase 3, Unit 2, Unit 2C, Lot 4, Hecht Court, Schiferl Road and Humbracht North** sections in the Brewster Creek Business Park.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Allen". The signature is fluid and cursive, with the first name "Robert" being more prominent than the last name "Allen".

Robert Allen, P.E.  
Village Engineer

Attachment

cc: Lorna Giless, Village Clerk, w/original Bills of Sale (6)  
Beth Urgo, Public Works  
Brian Goralski, Building Director  
Todd Dowden, Acting Director of Finance  
Bryan Mraz, Village Attorney  
Jim Plonczynski, Community Development Director

## ORDINANCE 2017-

### AN ORDINANCE ACCEPTING THE PUBLIC IMPROVEMENTS FOR BREWSTER CREEK BUSINESS PARK

**WHEREAS**, the Village Engineer has reported to the corporate authorities that the water distribution system, sanitary and storm sewer systems, site grading, landscape and planting, street system, public sidewalks, bicycle paths and street lights (“the Public Improvements”) for the site known as the Brewster Creek Business Park (“the Development”) were completed substantially in accordance with the plans and specifications therefore and the requirements of the Village Subdivision Ordinance on April 15, 2017 (“the Completion Date”) and that Elmhurst Chicago Stone Company, the developer of the Subdivision (“the Developer”) has presented evidence that all of the Public Improvements have been fully paid for; and

**WHEREAS**, the Developer has submitted the Bills of Sale transferring legal title of the Public Improvements to the Village of Bartlett; and

**WHEREAS**, the Developer has heretofore filed with the Village a Maintenance Bond to assure the Village that the Developer will maintain the Public Improvements and replace defective work for a period of 18 months from the Completion Date; and

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

**SECTION ONE:** That the Village of Bartlett hereby accepts the Public Improvements for Brewster Creek Business Park,

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED** April 18, 2017.

**APPROVED** April 18, 2017.

---

Kevin Wallace, Village President

**ATTEST:**

---

Lorna Giles, Village Clerk

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2017 - \_\_\_\_, enacted on April 18, 2017, and approved on April 18, 2017, as the same appears from the official records of the Village of Bartlett.

---

Lorna Giles, Village Clerk



## Agenda Item Executive Summary

Brewster Creek Business Park,  
Item Name Approval of PICA Committee or Board Board

### BUDGET IMPACT

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

### EXECUTIVE SUMMARY

Attached is the resolution approving of the Public Improvement Completion Agreement between the Village of Bartlett and Elmhurst Chicago Stone Company for Brewster Creek Business Park.

The public improvements include water main, storm sewer and storm system, sanitary sewer and the roadway/right-of-way through most of the business park.

### ATTACHMENTS (PLEASE LIST)

Acceptance Letter, Resolution, PICA w/exhibits

### ACTION REQUESTED

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

Resolution   X   Approving the Public Improvement Completion Agreement

Motion:

**I MOVE TO APPROVE RESOLUTION 2017-\_\_\_\_\_, THE PUBLIC IMPROVEMENT COMPLETION AGREEMENT BETWEEN ELMHURST CHICAGO STONE COMPANY AND THE VILLAGE OF BARTLETT**

Staff: Dan Dinges  
Director of Public Works

Date: 4/18/2017

April 18, 2017

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

Attn: Dan Dinges, Director of Public Works

**RE: PUBLIC IMPROVEMENT COMPLETION AGREEMENT  
Brewster Creek Business Park**

Please be advised that most of the public improvements have been completed for the Phase 3, Unit 2, Unit 2C, Lot 4, Hecht Court, Schiferl Road and Humbracht North sections of the Brewster Creek Business Park in Bartlett.

The punch list work, for items covered by the Site Plan Completion Letter of Credit, includes water main, sanitary sewer, storm sewer system and the road system, with the exception of the Incomplete Roadway/Humbracht North and the Deficient Landscaping. The Public Works Department has conducted final reviews and inspections of the public improvements that have been completed. As a result, it has been determined that these public improvements have been constructed in substantial conformance with the approved Final Engineering Plans and Specifications for this project.

A Standby Letter of Credit (Performance and Payment) is required in the amount of \$204,000.00 with an expiration date of 4/15/19 to secure the Developer's obligation for the Incomplete Roadway (\$147,000.00) and the Deficient Landscaping (\$57,000.00). A separate Standby Letter of Credit (Maintenance) is required in the amount of \$56,600.00 to guaranty the Maintenance Obligation of the completed Public Improvements until October 15, 2018.

The developer, Elmhurst Chicago Stone Company, has submitted the required Bills of Sale, transferring ownership of these public improvements to the Village. A set of Record Drawings, showing the completed public improvements, has been received. The developer, Elmhurst Chicago Stone Company, has obtained the required Letters of Credit-as noted above **\$204,000.00** for the **Incomplete Roadway/Humbracht North** and **\$57,000.00** for the **Deficient Landscaping**, as well as **\$56,600.00** for **Maintenance**.

A Resolution approving a Public Improvement Completion Agreement with the form of replacement letter of credit is attached.

I recommend that the Village Board pass a resolution approving the Public Improvement Completion Agreement between Elmhurst Chicago Stone Company and the Village of Bartlett.

Sincerely,

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.  
Village Engineer

Attachment

cc: Lorna Giless, Village Clerk, w/original Bills of Sale (6)  
Beth Urgo, Public Works  
Brian Goralski, Building Director  
Todd Dowden, Acting Director of Finance  
Bryan Mraz, Village Attorney  
Jim Plonczynski, Community Development Director

**RESOLUTION 2017 - \_\_\_\_\_**

**A RESOLUTION APPROVING OF THE PUBLIC IMPROVEMENT  
COMPLETION AGREEMENT BETWEEN THE VILLAGE OF BARTLETT  
AND ELMHURST CHICAGO STONE COMPANY**

---

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

**SECTION ONE:** The Public Improvement Completion Agreement dated April 18, 2017, between the Village of Bartlett and Elmhurst Chicago Stone Company (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 18, 2017

APPROVED: April 18, 2017

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

ATTEST:

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

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2017 - \_\_\_\_\_ enacted on April 18, 2017, and approved on April 18, 2017, as the same appears from the official records of the Village of Bartlett.

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

## PUBLIC IMPROVEMENT COMPLETION AGREEMENT

---

MADE AND ENTERED into as of April 18, 2017, by and between ELMHURST-CHICAGO STONE COMPANY (the "Developer") and the VILLAGE OF BARTLETT, Cook, DuPage and Kane Counties, Illinois (the "Village").

### RECITALS:

a. The Developer was the owner and continues to own portions of the real estate located in the Village legally described on Exhibit A appended hereto and made a part hereof (the "Subject Property"), which has been subdivided, developed by the Developer with numerous lots sold to new owners for industrial uses.

b. The Developer has applied for and received approval of various final plats of subdivision of the Subject Property which is known as the Brewster Creek Business Park (the "Subdivisions").

c. The Developer has submitted to the Village for its approval the engineering plans and specifications for the public improvements, including, but not limited to, the water distribution system, sanitary sewer system, site grading, landscaping and planting of parkways, street system and street lights (the "Public Improvements") for the Subdivisions prepared by various engineers (the "Plans"), and the Village has approved the Plans.

d. To stimulate and induce redevelopment of the Subject Property, which was an abandoned gravel mine known as the "Bartlett Quarry", the Village adopted the following ordinances:

- (1) Ordinance No. 99-67, adopted July 6, 1999, entitled "An Ordinance Approving the Bartlett Quarry Redevelopment Plan and Project";
- (2) Ordinance 99-68, adopted July 6, 1999, entitled "An Ordinance Designating the Bartlett Quarry Redevelopment Project Area"; and
- (3) Ordinance No. 99-69, adopted July 6, 1999, entitled "An Ordinance Adopting Tax Increment Financing for the Bartlett Quarry Redevelopment Project Area";

hereinafter collectively referred to as the "TIF Ordinances", to help finance the redevelopment of the Subject Property as authorized under the Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, *et seq.*) (the "TIF Act").

e. As provided in the TIF Act, the parties hereto previously entered into a certain Redevelopment and Financing Agreement dated November 4, 1999 to provide financing for the redevelopment of the Bartlett Quarry Redevelopment Project Area, including site reclamation and earth work, and for installation and construction of some of

the Public Improvements, including sewer, water, wetland work, site amenities and roadways that serve the Brewster Creek Business Park.

f. Prior to the adoption of the TIF Ordinances, the Village of Bartlett had adopted the Bartlett Subdivision and PUD Ordinance, which remains in place as the same has been amended from time to time, which regulated and continues to regulate the Subdivisions and development of the Brewster Creek Business Park.

g. The Bartlett Subdivision and PUD Ordinance requires developers of property in Bartlett to construct, install and maintain the on-site and off-site public improvements that serve their developments, and to post security in the form of a letter of credit, performance and payment bond, or cash to guaranty that said public improvements will be completed and that they will be fully paid for.

h. Because of the size of the Bartlett Quarry Redevelopment Project Area, it has been developed in phases or units, with the public improvements for each phase or unit installed and constructed at various times and secured by several different letters of credit, currently seven (7) separate letters of credit, issued by Signature Bank with a current balance totaling \$712,843.

i. Attached hereto as Exhibit B-1 is a summary table listing the Signature Bank Letters of Credit by its number and the current LOC amount, and attached hereto as Exhibit B-2 is a current Letter of Credit Exhibit which is a color coded map of the applicable roadways that tie into the various Signature Bank Letters of Credit.

j. Most of the Public Improvements in the DuPage County portion of the Subject Property have been completed with the exception of a portion of the roadway known as Humbracht North depicted in gray on the Current Letter of Credit Exhibit (the "Incomplete Roadway") and parkway landscaping in the road rights-of-way which were either never installed or have grown wild because they were not properly maintained when the adjacent industrial lot had not yet developed (the "Deficient Parkway Landscaping").

k. The Incomplete Roadway which is currently secured by Signature Bank Letter of Credit #1171, has a remaining balance of \$117,981.00.

l. The Developer's engineer's estimate for the cost to complete the Incomplete Roadway is \$147,000 and to correct the Deficient Parkway Landscaping is \$57,000, which incomplete and deficient work is collectively referred to herein as the "Incomplete Public Improvements", which total \$204,000.

m. Under the Bartlett Subdivision and PUD Ordinance, the Developer is required to maintain the Public Improvements for a period of 15 to 24 months after completion thereof as determined by the Village Engineer, and to post a letter of credit, surety bond, or cash bond to secure the Developer's maintenance obligations, in accordance with a formula in said ordinance which the Village Engineer has calculated to be \$56,600 for the Brewster Creek Business Park (the "Maintenance Obligation Amount").

n. The Developer is requesting the Village approve of the release and/or reduction of various Signature Bank letters of credit by \$452,243 based on the value of the Public Improvement work that has been completed, leaving an overall balance of \$260,600 to cover the cost to complete the Incomplete Public Improvements and the Maintenance Obligation Amount.

o. Because the current Signature Bank Letters of Credit have been amended several times and the deficient Parkway Landscaping is scattered throughout the Subject Property, rather than require piecemeal reductions of the several Signature Bank Letters of Credit, the Village Engineer is instead recommending that the Village Board (1) pass ordinances accepting the Public Improvements for the Brewster Creek Business Park already completed except for the Incomplete Roadway known as Humbracht North and the Deficient Landscaping; (2) that Signature Bank Letters of Credit Nos. 1165, 1166, 1167, 1168, 1169, 1170 and 1171 be released, provided prior to the expiration and release thereof, Signature Bank, or another bank or financial institution meeting the financial requirements therefor under the Subdivision Ordinance submit (i) a Standby Letter of Credit (Performance and Payment) in the amount of Two Hundred Four Thousand Dollars (\$204,000.00), with an expiration date of April 15, 2019 to secure the Developer's obligation to construct the Incomplete Roadway (\$147,000.00), and correct the Deficient Parkway Landscaping (\$57,000.00) and its future maintenance obligations with respect to said Incomplete Public Improvements; and (ii) a separate Standby Letter of Credit (Maintenance) in the amount of Fifty-Six Thousand Dollars (\$56,600.00) to guaranty the Developer's Maintenance Obligation with respect to the Public Improvements already completed.

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

1. The Developer promises and agrees: (a) to construct and/or install the Incomplete Public Improvements, or cause them to be constructed and/or installed, in a good and workmanlike manner with materials of good quality in strict accordance with the Plans therefor and the Bartlett Subdivision and PUD Ordinance, and to complete the Incomplete Public Improvements on or before April 15, 2019, and (b) to pay to the contractors and material suppliers who furnish labor or material, or both, for the construction or the installation of the Incomplete Public Improvements the full amounts due them for such labor and materials, and (c) to maintain the Public Improvements already in place until October 15, 2018 and to maintain the Incomplete Public Improvements for a period of 15 months from the date certified by the Village Engineer as the date on which the last Incomplete Public Improvements are completed in accordance with this Agreement, the Plans therefor and the Bartlett Subdivision and PUD Ordinance (the "Completion Date"). The Developer's maintenance obligations shall include, but are not limited to: (i) maintaining the Public Improvements already completed for eighteen (18) months and maintaining the Incomplete Public Improvements, (ii) repairing any damage to the Public Improvements already completed and the Incomplete Public Improvements discovered and as to which the Village notifies the Developer during their respective maintenance periods, (iii) repairing or replacing any defective

workmanship or materials in the Public Improvements already completed which is discovered and as to which the Village notifies the Developer on or before October 15, 2018, and in the Incomplete Public Improvements after the completion thereof discovered and as to which the Village notifies the Developer of during the applicable maintenance period therefor (15 months following the Completion Date), and (iv) 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 already completed and in place on or before October 15, 2018 or in the Incomplete Public Improvements which shall have appeared or been discovered within 15 months after the Completion Date therefor as certified by the Village Engineer. In the event that any of the already completed Public Improvements or the Incomplete Public Improvements are damaged during construction or installation thereof or during the fifteen (15) month maintenance period after completion thereof, 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, or by any of its agents, servants, employees, successors or assigns, or any subcontractor hired by any such contractor.

2. The Developer agrees to cause to be furnished to the Village and maintained at all times proper security in the amount of \$204,000 to guaranty the completion of and payment for the Incomplete Public Improvements in strict accordance with the Bartlett Subdivision and PUD Ordinance and the Plans therefor, and that it will satisfy its maintenance security obligations with respect to said maintenance of the Incomplete Public Improvements, in the form of a Standby Letter of Credit (Performance and Payment) as set forth on Exhibit C, except for such modifications thereto approved by the Village Attorney, issued by Signature Bank or another bank meeting or exceeding the minimum financial requirements therefor under the Bartlett Subdivision and PUD Ordinance.

3. The Developer further agrees to cause to be furnished to the Village a Standby Letter of Credit (Maintenance) in the amount of \$56,600 in form as set forth on Exhibit D, except for such modifications thereto approved by the Village Attorney, issued by Signature Bank or another financial institution meeting the minimum financial requirements therefor under the Bartlett Subdivision and PUD Ordinance, to secure the Developer's obligation to maintain the Public Improvements already completed until October 15, 2018.

4. With respect to the Incomplete Public Improvements Work, the Developer shall furnish Owner's Sworn Statement(s) and General Contractor's Sworn Statements, and shall furnish the Village with final waivers of lien to the Village as shall be necessary to insure the Village against mechanic's lien claims and claims for lien on any bond or other security that the Developer has caused to be posted with the Village.

5. Venue, Attorney's Fees. The parties agree that the proper venue for the enforcement of this Agreement shall be the Circuit Court of DuPage County, Illinois. The Developer agrees to reimburse the Village for any reasonable attorney's fees incurred by the Village in enforcing or attempting to enforce the obligations of the Developer under

this Agreement, regardless of whether a lawsuit is actually filed, within 30 days after the receipt of copies of paid invoices for such attorney's fees.

ELMHURST CHICAGO STONE  
COMPANY

VILLAGE OF BARTLETT

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

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

Attest:

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

EXHIBIT   A  

PARCEL 1:

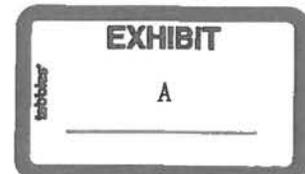
GOVERNMENT LOTS 1 AND 2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART DESCRIBED AS FOLLOWS: THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED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

PARCEL 2:

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

PARCEL 3:

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



**PARCEL 4**

THAT PART OF THE WEST ½ 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), AND LYING EASTERLY OF THE ELGIN, JOLIET, AND EASTERN RAILROAD RIGHT OF WAY IN DU PAGE COUNTY, ILLINOIS.

AND ALSO;

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.

**PARCEL 5:**

THE WEST ½ 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.

**PARCEL 6:**

THE EAST ½ 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.

**BREWSTER CREEK BUSINESS PARK**

**SUMMARY FROM LETTER OF CREDIT REDUCTION MEETING**

3/3/2017

Current Loc #	Description	Current Loc Amount	Proposed Loc Amount	Proposed Maintenance Security Amount	Total Proposed Security	Total Amount Released
1165	Phase 3	\$ 109,730.00	\$ -	\$ -	\$ -	
1166	Unit 2	\$ 7,553.00	\$ -	\$ -	\$ -	
1167	Unit 2C	\$ 196,948.00	\$ -	\$ -	\$ -	
1168	Lot 4	\$ 103,749.00	\$ -	\$ -	\$ -	
1169	Hecht Court	\$ 80,564.00	\$ -	\$ -	\$ -	
1170	Schlierl Road	\$ 96,318.00	\$ -	\$ -	\$ -	
1171	Humbracht North	\$ 117,981.00	\$ 147,000.00	\$ -	\$ 147,000.00	
TBD	Accepted Roadways	\$ -	\$ 57,000.00	\$ 56,600.00	\$ 113,600.00	
		\$ 712,843.00			\$ 260,600.00	\$ 452,243.00





[BANK LETTERHEAD]  
**STANDBY LETTER OF CREDIT**

(Performance and Payment)

[Insert date of issuance]

Village of Bartlett  
228 South Main Street  
Bartlett, Illinois, 60103

**Issuance.** At the request and for the account of Elmhurst Chicago Stone Company, 400 West First Street, Elmhurst, Illinois, 60126 ("Applicant"), we, Signature Bank, 9701 West Higgins Road, Suite 500, Rosemont, Illinois, 60018 ("Issuer") issue this irrevocable standby letter of credit number [reference number] ("Standby") in favor of the Village of Bartlett, 228 South Main Street, Bartlett, Illinois, 60103 ("Beneficiary") in the maximum aggregate amount of Two Hundred Four Thousand and 00/100 Dollars (\$204,000.00) USD.

**Undertaking.** Issuer undertakes to Beneficiary to pay Beneficiary's demand for payment for an amount available under this Standby and in the form of Annex A (Payment Demand) or Annex B (Payment Demand after Notice of Non-Extension), completed as indicated and presented to Issuer at the following place for presentation: 9701 West Higgins Road, Suite 500, Rosemont, Illinois, 60018, at or before the close of business on the expiration date.

**Overdrawing.** If a demand exceeds the amount available, but the presentation otherwise complies, Issuer undertakes to pay the amount available.

**Expiration.** The expiration date of this Standby is April 15, 2019.

**Automatic Extension.** The expiration date of this Standby shall be automatically extended for successive one-year periods, unless 60 or more calendar days before the then current expiration date Issuer gives written notice to the Beneficiary that Issuer elects not to extend the expiration date. Issuer's written notice must be sent by registered, certified or express mail or nationally recognized overnight courier to Beneficiary's above-stated address and to the attention of the Village Treasurer, in the Finance Department, or alternatively be received by the Village Administrator, 60 or more calendar days before the then current expiration date. At any time before the next expiration date, Issuer may retract its notice of non-extension by giving Beneficiary a written notice of retraction in the same manner as giving notice of non-extension, and thereby automatically extend the expiration date. The expiration date is not subject to automatic extension beyond April 15, 2020, and any pending automatic one-year extension shall be ineffective beyond that date.





Text in [ALL CAPITALS UNDERLINED] to be completed as indicated when the Beneficiary prepares a Payment Demand.

Annex A: Payment Demand

[insert DATE]

Signature Bank  
9701 West Higgins Road – Suite 500  
Rosemont, Illinois 60018

RE: Standby Letter of Credit No. [REFERENCE NUMBER], dated [DATE]  
issued by Signature Bank (“Standby”)

The undersigned Beneficiary demands payment of USD [Insert AMOUNT] under the Standby.

Beneficiary states that Applicant is obligated to pay to Beneficiary the amount demanded as provided in [the Public Improvements Completion Agreement dated as of April 18, 2017 between the Applicant and the Beneficiary, the Village of Bartlett Subdivision & PUD Ordinance (as amended)].

Beneficiary requests that payment be made by wire transfer to an account of Beneficiary as follows: [Insert NAME, ADDRESS, AND ROUTING NUMBER OF BENEFICIARY'S BANK, AND NAME AND NUMBER OF BENEFICIARY'S ACCOUNT].

VILLAGE OF BARTLETT  
228 South Main Street  
Bartlett, Illinois, 60103

Valid if signed by any two of the following:

[INSERT ORIGINAL SIGNATURE]  
[INSERT TYPED PRINTED NAME]  
VILLAGE TREASURER OR  
ACTING VILLAGE TREASURER

[INSERT ORIGINAL SIGNATURE]  
[INSERT TYPED PRINTED NAME]  
VILLAGE ADMINISTRATOR OR  
ACTING VILLAGE ADMINISTRATOR

[INSERT ORIGINAL SIGNATURE]  
[INSERT TYPED PRINTED NAME]  
VILLAGE PRESIDENT

Text in [ALL CAPITALS UNDERLINED] to be completed as indicated when the Beneficiary prepares a Payment Demand.

Annex B: Payment Demand after Notice of Non-Extension

[insert DATE]

Signature Bank  
9701 West Higgins Road – Suite 500  
Rosemont, Illinois 60018

RE: Standby Letter of Credit No. [REFERENCE NUMBER], dated [DATE]  
issued by Signature Bank (“Standby”)

The undersigned Beneficiary demands payment of USD [Insert AMOUNT] under the Standby.

Beneficiary states that the Standby is set to expire fewer than 60 days from the date hereof because Issuer has given a notice of non-extension of the Standby, no retraction of the non-extension notice or satisfactory replacement standby has been timely received, and the amount demanded is required to secure the obligations of Applicant as provided in the Public Improvements Completion Agreement dated as of April 18, 2017, and/or the Bartlett Subdivision & PUD Ordinance (as amended).

Beneficiary requests that payment be made by wire transfer to an account of Beneficiary as follows: [Insert NAME, ADDRESS, AND ROUTING NUMBER OF BENEFICIARY’S BANK, AND NAME AND NUMBER OF BENEFICIARY’S ACCOUNT].

VILLAGE OF BARTLETT  
228 South Main Street  
Bartlett, Illinois, 60103

Valid if signed by any two of the following:

[INSERT ORIGINAL SIGNATURE]  
[INSERT TYPED PRINTED NAME]  
VILLAGE TREASURER OR  
ACTING VILLAGE TREASURER

[INSERT ORIGINAL SIGNATURE]  
[INSERT TYPED PRINTED NAME]  
VILLAGE ADMINISTRATOR OR  
ACTING VILLAGE ADMINISTRATOR

[INSERT ORIGINAL SIGNATURE]  
[INSERT TYPED PRINTED NAME]  
VILLAGE PRESIDENT

[BANK LETTERHEAD]  
STANDBY LETTER OF CREDIT

(Maintenance)

[Insert date of issuance]

Village of Bartlett  
228 South Main Street  
Bartlett, Illinois, 60103

RE: [Insert Name of Applicant's Development]

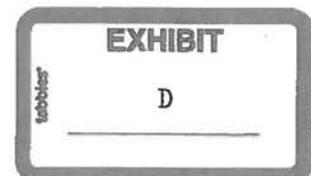
Issuance. At the request and for the account of Elmhurst Chicago Stone Company, 400 West First Street, Elmhurst, Illinois, 60126 ("Applicant"), we, Signature Bank, 9701 West Higgins Road, Suite 500, Rosemont, Illinois, 60018 ("Issuer") issue this irrevocable standby letter of credit number [reference number] ("Standby") in favor of the Village of Bartlett, 228 South Main Street, Bartlett, Illinois, 60103 ("Beneficiary") in the maximum aggregate amount of Fifty-Six Thousand Six Hundred Dollars (\$56,600.00) USD.

Undertaking. Issuer undertakes to Beneficiary to pay Beneficiary's demand for payment for an amount available under this Standby and in the form of Annex A (Payment Demand) or Annex B (Payment Demand after Notice of Non-Extension), completed as indicated and presented to Issuer at the following place for presentation: 9701 West Higgins Road, Suite 500, Rosemont, Illinois, 60018, at or before the close of business on the expiration date.

Overdrawing. If a demand exceeds the amount available, but the presentation otherwise complies, Issuer undertakes to pay the amount available.

Expiration. The expiration date of this Standby is October 15, 2018.

Automatic Extension. The expiration date of this Standby shall be automatically extended for successive six (6) month periods, unless 60 or more calendar days before the then current expiration date Issuer gives written notice to the Beneficiary that Issuer elects not to extend the expiration date. Issuer's written notice must be sent by registered, certified or express mail or nationally recognized overnight courier to Beneficiary's above-stated address and to the attention of the Village Treasurer, in the Finance Department, or alternatively be received by the Village Administrator, 60 or more calendar days before the then current expiration date. At any time before the next expiration date, Issuer may retract its notice of non-extension by giving Beneficiary a written notice of retraction in the same manner as giving notice of non-extension, and thereby automatically extend the expiration date. The expiration date is not subject to automatic extension beyond April 15, 2019, and any pending automatic six (6) month extension shall be ineffective beyond that date.



**Payment.** Payment against a complying presentation shall be made within three business days after presentation at the place for presentation or by wire transfer to a duly requested account of Beneficiary.

**ISP98.** This Standby is issued subject to the International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590).

**Illinois Law.** This Standby is issued subject to ISP98, and as to matters not covered by ISP98, is governed by the law of the State of Illinois. The State courts located in Illinois shall have exclusive jurisdiction over any action to enforce the Issuer's obligations under this Standby.

**Issuer's Charges and Fees.** Issuer's charges and fees for issuing, amending, or honoring this Standby are for Applicant's account and shall not be deducted from any payment Issuer makes under this Standby. Issuer undertakes to Beneficiary to pay the charges and fees of any bank nominated in this Standby to advise and confirm this Standby for acting on such nomination.

**Communications.** Communications other than demands may be made to Issuer in the manner and at the place for presentation and also as follows: **[addresses for mailed, couriered, telephone, telefax, or electronic communications]**. Communications other than for notices of non-extension may be made to Beneficiary at Beneficiary's above-stated address and also as follows: Village of Bartlett, Attention: Todd Dowden, Acting Village Treasurer, 228 South Main Street, Bartlett, Illinois, 60103, telephone 630-837-0800, telefax 630-837-0155, e-mail [todowden@vbartlet.org](mailto:todowden@vbartlet.org).

Signature Bank

\_\_\_\_\_  
[signature]  
Authorized Signature

Text in **[ALL CAPITALS UNDERLINED]** to be completed as indicated when the Beneficiary prepares a Payment Demand.

Annex A: Payment Demand

[insert DATE]

Signature Bank  
970 West Higgins Road – Suite 500  
Rosemont, Illinois 60018

RE: Standby Letter of Credit No. [REFERENCE NUMBER], dated [DATE]  
issued by Signature Bank (“Standby”)

The undersigned Beneficiary demands payment of USD [Insert AMOUNT] under the Standby.

Beneficiary states that Applicant is obligated to pay to Beneficiary the amount demanded as provided in [the Public Improvements Completion Agreement dated as of April 18, 2017 between the Applicant and the Beneficiary and the Village of Bartlett Subdivision & PUD Ordinance (as amended)].

Beneficiary requests that payment be made by wire transfer to an account of Beneficiary as follows: [Insert NAME, ADDRESS, AND ROUTING NUMBER OF BENEFICIARY’S BANK, AND NAME AND NUMBER OF BENEFICIARY’S ACCOUNT].

VILLAGE OF BARTLETT  
228 South Main Street  
Bartlett, Illinois, 60103

Valid if signed by any two of the following:

[INSERT ORIGINAL SIGNATURE]  
[INSERT TYPED PRINTED NAME]  
VILLAGE TREASURER OR  
ACTING VILLAGE TREASURER

[INSERT ORIGINAL SIGNATURE]  
[INSERT TYPED PRINTED NAME]  
VILLAGE ADMINISTRATOR OR  
ACTING VILLAGE ADMINISTRATOR

[INSERT ORIGINAL SIGNATURE]  
[INSERT TYPED PRINTED NAME]  
VILLAGE PRESIDENT

Text in [ALL CAPITALS UNDERLINED] to be completed as indicated when the Beneficiary prepares a Payment Demand.

Annex B: Payment Demand after Notice of Non-Extension

[insert DATE]

Signature Bank  
970 West Higgins Road – Suite 500  
Rosemont, Illinois 60018

RE: Standby Letter of Credit No. [REFERENCE NUMBER], dated [DATE]  
issued by Signature Bank (“Standby”)

The undersigned Beneficiary demands payment of USD [Insert AMOUNT] under the Standby.

Beneficiary states that the Standby is set to expire fewer than 60 days from the date hereof because Issuer has given a notice of non-extension of the Standby, no retraction of the non-extension notice or satisfactory replacement standby has been timely received, and the amount demanded is required to secure the obligations of Applicant as provided in the Public Improvements Completion Agreement dated as of April 18, 2017 and/or the Bartlett Subdivision & PUD Ordinance (as amended).

Beneficiary requests that payment be made by wire transfer to an account of Beneficiary as follows: [Insert NAME, ADDRESS, AND ROUTING NUMBER OF BENEFICIARY’S BANK, AND NAME AND NUMBER OF BENEFICIARY’S ACCOUNT].

VILLAGE OF BARTLETT  
228 South Main Street  
Bartlett, Illinois, 60103

Valid if signed by any two of the following:

[INSERT ORIGINAL SIGNATURE]  
[INSERT TYPED PRINTED NAME]  
VILLAGE TREASURER OR  
ACTING VILLAGE TREASURER

[INSERT ORIGINAL SIGNATURE]  
[INSERT TYPED PRINTED NAME]  
VILLAGE ADMINISTRATOR OR  
ACTING VILLAGE ADMINISTRATOR

[INSERT ORIGINAL SIGNATURE]  
[INSERT TYPED PRINTED NAME]  
VILLAGE PRESIDENT



# Memo

DATE: April 11, 2017

TO: Paula Schumacher  
Acting Village Administrator

FROM: Dan Dinges, PE  
Director of Public Works

SUBJECT: Water Conservation Regulations Ordinance

As you know, we are in the process of applying for our Lake Michigan Allocation for our DuPage Water Commission (DWC) connection. Part of the requirements for the allocation are to review and update our water conservation ordinance. Based on our review of the other communities with DWC water, we have revised our water conservation ordinance that currently has odd and even restrictions to include restrictions from watering during the hours of 12:00 noon – 6:00 PM from May 15 – September 15. It also includes provisions for assessing fines for violating the ordinance.

ORDINANCE 2017 - \_\_\_\_\_

**AN ORDINANCE AMENDING TITLE 7, CHAPTER 5, ARTICLE A,  
SECTION 7-5A-6: WATER CONSERVATION REGULATIONS  
OF THE BARTLETT MUNICIPAL CODE**

---

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

**SECTION ONE:** That Title 7, Chapter 5, Article A, Section 7-5A-6: WATER CONSERVATION REGULATIONS: is replaced with the following:

**7-5A-6: WATER CONSERVATION REGULATIONS:**

During the period between May 15 and September 15, inclusive, the outside use of running water from a hose or sprinkling system, for the purpose of watering or sprinkling of lawns and gardens shall be limited in the following manner:

- A. Outside use of water, as described in this section, for buildings which bear odd-numbered street addresses is permitted only on the days of the month having an odd number.
- B. Outside use of water, as described in this section, for buildings which bear even-numbered street addresses is permitted only on the days of the month having an even number.
- C. In addition to the odd/even restrictions set forth in subsections (A) and (B) of this subsection, the sprinkling or watering of lawns and gardens, as described in this section, is prohibited between the hours of 12:00 noon and 6:00 pm.
- D. The following exception to this subsection is permitted: Watering of sod and/or newly seeded lawns for a ten-day period following authorization by the water supervisor. Watering with this authorization shall not take place between the hours of 12:00 noon and 6:00 pm.
- E. For the purpose of this section, washing of cars is permitted at any time.

In the event of a water supply emergency, the Director of Public Works may cause a Village-wide lawn or garden sprinkling restriction.

The settlement and compromise of water use violations shall take place in the following manner:

- A. Any person accused of violating any provision of this section relating to the outdoor use of water may be issued a citation without the filing of a complaint in court against him for such violation.
- B. Such citation shall be in a form suitable for mailing, shall state the specific section that was violated, and shall inform the alleged violator upon payment of an amount prescribed in this section in full settlement for his liability for such violation.
- C. Payment shall be due on or before the date set forth in the citation and in any event not more than 15 days from the date the violation was committed. Such payment shall be made at the Village hall during normal business hours, either in person or by mail.
- D. If no payment is received during the period set forth in the citation, then the individual issuing the ticket shall cause a notice to appear to be served upon the alleged violator and shall file and prosecute a complaint for the violation in the local adjudication court.
- E. The liability of any person for any violation specified in a citation issued pursuant to the provisions of this section may be settled without court action upon payment by the violator of the sum of \$50.00 for such violation, on or before the date set forth in the citation.

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

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

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

**ROLL CALL VOTE:**

AYES:

NAYS:

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 2017 - \_\_\_\_\_ enacted on April 18, 2017, and approved on April 18, 2017, as the same appears from the official records of the Village of Bartlett.

---

Lorna Giles, Village Clerk



**RESOLUTION 2017 - \_\_\_\_\_**

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF BARTLETT AND THE METROPOLITAN WATER  
RECLAMATION DISTRICT OF GREATER CHICAGO**

---

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

**SECTION ONE:** The agreement is for the temporary use of the District's GPS unit.

**SECTION TWO:** The Agreement dated April 18, 2017, between the Metropolitan Water Reclamation District of Greater Chicago and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** April 18, 2017

**APPROVED:** April 18, 2017

\_\_\_\_\_  
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 2017 - \_\_\_\_\_ enacted on April 18, 2017, and approved on April 18, 2017, as the same appears from the official records of the Village of Bartlett.

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

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF  
BARTLETT AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF  
GREATER CHICAGO FOR THE USAGE OF A GLOBAL POSITIONING SYSTEM  
(GPS) UNIT**

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter the “Agreement”) is entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois (hereinafter the “District”) and the Village of Bartlett, a municipal corporation and home rule unit of government organized and existing under Article VII, Section 6 of the 1970 Constitution of the State of Illinois (hereinafter the “Municipality”).

**WITNESSETH:**

**WHEREAS**, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (hereinafter the “Act”); and

**WHEREAS**, the Act declares that stormwater management in Cook County shall be under the general supervision of the District; and

**WHEREAS**, the Act, as amended on June 18, 2014 by Public Act 098-0652, specifically authorizes the District to plan, implement, and finance local activities relating to stormwater management in Cook County; and

**WHEREAS**, the District administers the Watershed Management Ordinance, as amended (hereinafter the “WMO”), which was first adopted by the District’s Board of Commissioners on October 3, 2013, amended on April 17, 2014, and became effective on May 1, 2014; and

**WHEREAS**, pursuant to Article 8 of the WMO, the District is implementing an Infiltration/Inflow Control Program; and

**WHEREAS**, pursuant to Article 8 of the WMO, sewer system owners are required to have an accurate, current map of their sanitary sewer system showing the extent of their service area; and

**WHEREAS**, sewer system maps should include the location, size, depth, material, and age of the sanitary sewer system and appurtenances, and to that end, a Geographical Information System (GIS) is preferable to be used for sewer system mapping, as it is more efficient to update than paper maps; and

**WHEREAS**, the Municipality owns or operates a sanitary sewer system that discharges directly and/or indirectly to the District's facilities, or owns or operates a sewer system in a combined sewer area within the corporate boundaries of the District; and

**WHEREAS**, on January 26, 2017, the Municipality submitted a letter of intent to the District in which the Municipality expressed its desire to obtain a Global Positioning System (GPS) unit from the District at no cost for the integration of data collected with GIS software to provide sewer system owners resources to map their sewer systems in GIS or improve their existing sewer system map. In return, the Municipality will provide the District with their sanitary, storm and combined sewer data; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

**WHEREAS**, on December 1, 2016, the District's Board of Commissioners authorized the District to enter into an intergovernmental agreement, in substantially the same form as this intergovernmental agreement, with units of local government throughout the District's service area; and

**WHEREAS**, on \_\_\_\_\_, 2017, the Municipality's Board of Trustees authorized the Municipality to enter into an intergovernmental agreement with the District; and

**NOW THEREFORE**, in consideration of the matters set forth, the mutual covenants and agreements contained in this agreement and, for other good and valuable consideration, the Municipality and District hereby agree as follows:

**Article 1. Incorporation of Recitals.** The recitals set forth above are incorporated herein by reference and made a part hereof.

**Article 2. General Responsibilities.**

1. The scope of this Agreement will include the District providing GPS units, related software, and training, at no cost, to the Municipality for a maximum period of four months in order for the Municipality to obtain data to update its existing sewer system map.
2. The Municipality shall capture and incorporate sanitary, storm and combined sewer data into the District's designated map using ESRI ArcGIS Collector which will be provided on the GPS unit.
3. The Municipality shall have adequate staff available to collect all sanitary, storm and combined sewer data within a maximum four month timeframe.
4. If the Municipality completes the sewer system mapping before the four month term expires, it shall promptly return the device to the District. The Municipality agrees to return the GIS unit to the District in good working order after four months of data collection, unless otherwise extended.

**Article 3. Data.**

1. The Municipality shall collect sanitary, storm and combined sewer data into the District's map using ESRI ArcGIS Collector.
2. The Municipality shall use the District's data model and complete the minimum required fields.
3. The output of the data model shall include, but is not limited to, the following items:
  - a. All sanitary, storm and combined sewers and force mains;
  - b. Manholes, cleanouts, catch basins and inlets;
    - i. A permanent numbering system shall be used to uniquely identify all manholes, cleanouts, catch basins and inlets.
    - ii. Rim and invert elevations shall be collected for manholes, cleanouts, catch basins and inlets.
  - c. Lift Stations, siphons, diversion structures, overflows, bypasses, stream crossings and outfalls;
  - d. Building and house laterals' connection points to sanitary sewer;
  - e. Sanitary service area boundaries (i.e. combined sewer areas, separate sewer areas, unsewered areas, areas that are tributary to a particular District treatment plant, and

- areas tributary to District facilities versus another sanitary district for sewage treatment);
- f. Connections to District facilities;
  - g. All relevant elevations, surface elevations, slopes, flow directions, diameters, sizes, materials, date of installation of the above;
  - h. Detention Facilities;
    - i. Area, volume, high water level, normal water level (if wet bottom), outlet size and elevation.
    - i. Other information that would be helpful as part of a drainage study;
    - j. The footprint of buildings served by the public sewer system if digitized maps are available.
4. The District shall provide the Municipality with a login to access ArcGIS Online unless the Municipality currently has an ESRI ArcGIS Online account.
  5. The District will host the GIS ArcGIS sanitary, storm and combined sewer data and the Municipality can download the collected data for use.
  6. The Municipality shall only use the GPS unit to collect data related to sewer system mapping; other incidental data obtained by the Municipality in furtherance of sewer system mapping may be collected, provided that the Municipality provides its own design and support for such other data, and that the collection of other data in no way compromises or hinders the use of the unit for sewer system mapping purposes.
  7. The GPS units shall have cellular service that includes a data plan that will be provided by the District.
  8. Each Municipality shall only have access to data related to its service area, and not the data of other units of local government.
  9. If requested, the Municipality may obtain access to the District's GIS sewer data for that Municipality.
  10. The District shall have the right at any time to access the data collected by the Municipality.
  11. The Municipality shall update its GIS data on a yearly basis, as needed, to maintain accurate and current sewer system maps.

12. The parties acknowledge that certain public records obtained in furtherance of this agreement relating to the location of treatment facilities owned by a utility may be exempt from disclosure under the Illinois Freedom of Information Act. See 5 ILCS 140/7(1)(x).
13. The parties acknowledge that the District will procure the GPS unit from a third-party vendor. The District does not make any representations or warranties regarding the GPS unit and the Municipality agrees to hold the District harmless for any defects or deficiencies in the GPS units.

**Article 4. Permits and Fees.** In the event any federal, state or local permits are required, the Municipality shall obtain all such permits required by law in connection with this program, and shall assume any costs in procuring said permits. Additionally, the Municipality shall obtain all consents and approvals required by federal, state, and/or county regulations in connection with this program, and shall assume any costs incurred in procuring all such consents and approvals.

**Article 5. Training.** The Municipality shall participate in training on using the GPS units and related software as conducted by the District, its designee, or pre-recorded video tutorials.

**Article 6. Maintenance.** The Municipality shall keep the GPS unit in good working order. If problems occur with the GPS unit the Municipality shall contact the District. If the GPS unit is damaged by the Municipality beyond ordinary wear and tear, or if the GPS unit is lost or stolen, the Municipality shall reimburse the District for the actual and reasonable costs of the repairs or replacement.

**Article 7. Termination by the Municipality.** The Municipality may, at its option, and upon giving a sixty (60) day written notice to the District in the manner provided in Article 23 below, terminate this Agreement. The Municipality shall return the GPS unit to the District no later than 14 days following its termination of the Agreement. The Municipality shall provide all data obtained as of the date of termination to the District.

**Article 8. Termination by the District.**

The District may, at its option, and upon giving notice to the Municipality in the manner provided in Article 23 below, terminate this Agreement for any of the following reasons:

- a. Failure to collect sanitary, storm and combined sewer data as requested by the District;
- b. Breakage or loss of GPS unit;
- c. Breach of this Agreement; or
- d. The District discontinues the program.

**Article 9. Effective Date and Duration.** This Agreement becomes effective on the date that the last signature is affixed hereto. The Municipality will have use of the GPS unit for a maximum duration of four months from the effective date of this Agreement. Unless otherwise terminated, this Agreement shall terminate after the four month duration and the GPS unit has been returned to the District. The four month duration may be extended if this Agreement is amended, pursuant to Article 20.

**Article 10. Non-Assignment.** Neither party may assign its rights hereunder without the written consent of the other party.

**Article 11. Waiver of Personal Liability.** No official, employee, or agent of either party to this Agreement shall be charged personally by the other party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

**Article 12. Indemnification.** The Municipality shall defend, indemnify, and hold harmless the District, its commissioners, officers, employees, and other agents ("District Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District Party and arise out of, or are in any way related to: (1) the use of the GPS unit by the Municipality; or (2) the exercise of any right, privilege, or authority granted to the Municipality under this Agreement.

**Article 13. Representations of the Municipality.** The Municipality covenants, represents, and warrants as follows:

- (1) The Municipality has full authority to execute, deliver, and perform or cause to be performed this Agreement;
- (2) The individuals signing this Agreement and all other documents executed on behalf of the Municipality are duly authorized to sign same on behalf of and to bind the Municipality;
- (3) The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Municipality or any instrument to which the Municipality is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

**Article 14. Representations of the District.** The District covenants, represents, and warrants as follows:

- (1) The District has full authority to execute, deliver, and perform or cause to be performed this Agreement;
- (2) The individuals signing this Agreement and all other documents executed on behalf of the District are duly authorized to sign same on behalf of and to bind the District;
- (3) The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the District or any instrument to which the District is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

**Article 15. Disclaimers.** This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. This Agreement is solely for the benefit of the District and the Municipality. Nothing in this Agreement shall be construed to establish a contractual relationship between the District and any party other than the Municipality. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the District or the Municipality.

**Article 16. Waivers.** Whenever a party to this Agreement by proper authority waives the other party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall

not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

**Article 17. Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

**Article 18. Deemed Inclusion.** Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

**Article 19. Entire Agreement.** This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

**Article 20. Amendments.** This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both parties. At the sole discretion of the District, this Agreement may be amended to increase the usage duration of the GPS unit for more than four months.

**Article 21. References to Documents.** All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both parties hereto are privy.

**Article 22. Judicial and Administrative Remedies.** The parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance

with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

This Agreement shall not be construed against a party by reason of who prepared it. Each party agrees to provide a certified copy of the ordinance, bylaw, or other authority to evidence the reasonable satisfaction of the other party that the person signing this Agreement for such party is authorized to do so and that this Agreement is a valid and binding obligation of such party.

The rights and remedies of the District or the Municipality shall be cumulative, and election by the District or the Municipality of any single remedy shall not constitute a waiver of any other remedy that such party may pursue under this Agreement.

**Article 23. Notices.** Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, or by facsimile. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine. The name of this Agreement i.e., "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF BARTLETT AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE USAGE OF A GPS UNIT" must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either party desires to give to the other, shall be addressed as set forth in Article 24, unless otherwise specified and agreed to by the parties:

**Article 24. Representatives.** Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact and receive notice in all matters under this Agreement.

For the District:  
Director of Engineering  
Metropolitan Water Reclamation District  
of Greater Chicago  
100 East Erie Street  
Chicago, Illinois 60611  
Phone: (312) 751-3169  
Fax: (312) 751-5681

For the Municipality:  
Public Works Director  
Village of Bartlett  
1150 Bittersweet Drive  
Bartlett, Illinois 60103  
Phone: (630) 837-0811  
Fax: (630) 837-9043

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

**IN WITNESS WHEREOF**, the Metropolitan Water Reclamation District of Greater Chicago and the Village of Bartlett, the parties hereto, have each caused this Agreement to be executed in quadruplicate by their duly authorized officers, duly attested and their seals hereunto affixed.

VILLAGE OF BARTLETT

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

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

ATTEST:

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

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

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

\_\_\_\_\_  
Chairman of the Committee on Engineering

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

\_\_\_\_\_  
Engineer of Local Sewer Systems

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assistant Director of Engineering

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Engineering

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Head Assistant Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
Date