

VILLAGE OF BARTLETT

BOARD AGENDA

JUNE 6, 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 – May 16, 2017
- \*7. BILL LIST: June 6, 2017
8. TREASURER'S REPORT: None
9. PRESIDENT'S REPORT:
  1. Commission Appointments
  2. Liquor License Renewals
  3. Fourth of July Class D Liquor License Request
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES
11. TOWN HALL: (Note: Three (3) minute time limit per person)
12. STANDING COMMITTEE REPORTS:
  - A. PLANNING & ZONING COMMITTEE, CHAIRMAN HOPKINS
    1. Brewster Creek Business Park Lot 9B2 – Ridge BC2
    2. Complete Streets Policy
  - B. BUILDING COMMITTEE, CHAIRMAN GABRENYA
    1. None
  - C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE
    1. None
  - D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CAMERER
    1. None
  - E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO
    1. Hanover Park Intergovernmental Agreement for Temporary Jail
    - \*2. McGruff Special Display for National Night Out
    - \*3. Sale of Surplus Personal Property
  - F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE
    1. Jurisdictional Transfer of Route 20 Frontage Road
    - \*2. Verizon Wireless License Agreement at Kent Circle Water Tower
    - \*3. Verizon Wireless License Agreement at Southwind Water Tower
13. NEW BUSINESS:
14. QUESTION/ANSWER: PRESIDENT & TRUSTEES
15. ADJOURNMENT



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**May 16, 2017**

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1. CALL TO ORDER

President Wallace called the regular meeting of May 16, 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 [Newly Sworn Trustee Gabrenya]

ABSENT: None

ALSO PRESENT: Acting Village Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Finance Director Todd Dowden, Community Development Director Jim Plonczynski, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Ryan Collins from Poplar Creek Church gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Carbonaro stated that he would like to add item 1 under the Police & Health Committee (Resolution 2017-66-R, a Resolution Approving of the Contract Agreement Between the Village of Bartlett and AES Environmental, Inc. for the Police Department Gun Range Lead Management/Decontamination Project) to the Consent Agenda.

Trustee Hopkins moved to amend the Consent Agenda to add item 1 under the Police & Health Committee (Resolution 2017-66-R, a Resolution Approving of the Contract Agreement Between the Village of Bartlett and AES Environmental, Inc. for the Police



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Department Gun Range Lead Management/Decontamination Project), and all items contained therein, and that motion was seconded by Trustee Deyne.

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

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

President Wallace then recited each item that was originally on the Consent Agenda and each item that was added to 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 Amended Consent Agenda. He then stated that he would entertain a motion to approve the Amended Consent Agenda.

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

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

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

**6. MINUTES**

Trustee Hopkins moved to approve the Board and Committee Minutes from May 2, 2017 and that motion was seconded by Trustee Carbonaro.

**ROLL CALL VOTE TO APPROVE THE BOARD AND COMMITTEE MINUTES FROM MAY 2, 2017**

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

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



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8. TREASURER'S REPORT

President Wallace congratulated Todd Dowden on his promotion to Director of Finance.

President Wallace then asked Mr. Dowden to present the Treasurer's Report and the Municipal Sales Report.

Village Treasurer/Finance Director Todd Dowden stated that there was nothing unusual in the Treasurer's Report for the month of March. The income tax is still down as projected earlier. Motor Fuel Tax distribution through February, 2017 totaled \$88,602 which was down \$1,929 from last year and the total year is expected to be slightly under budget. He then presented the Municipal Sales Tax Report through January, 2017, and stated that the Village had received \$190,934 in sales taxes, which represented a decrease of \$3,285 from the same period last year. He is still expecting sales tax to be up 7% for the year.

President Wallace stated that he is continually hearing about the LGDF issue and asked if they were doing any kind of litmus test.

Mr. Dowden stated that they have been getting some legislative updates as far as the amount of money that they will be down. It looks like it could be from \$1-\$2 million dollars.

Acting Village Administrator Paula Schumacher stated that they have been talking to their lobbyist on a regular basis. Every time that there is a prediction that comes out, they do the litmus test to figure out if it will take hold or get another proposal that has come up. Tom Cullen (lobbyist) did not think that they were going to have the time to do anything with this latest proposal so they will just keep rolling them through and we will keep objecting to them.

One of the proposals was the reduction in the MFT funds. The Village staff has looked at those and feels the Village is covered and will be able to do all the projects it is committed to do under that fund. If the State legislature passes or fails to pass legislation that negatively affect the general revenue fund, it's really just going to be cutting from there.

9. PRESIDENT'S REPORT

President Wallace stated that as everyone here is aware, a vacancy in the office of Village Trustee occurred by reason of the death of long time Village Trustee T. L. Arends on April 11, 2017. Under the Illinois Municipal Code, an appointment of a qualified person by the Village President must be made within 60 days after the vacancy occurs. He stated that he could think of no one more uniquely qualified to serve out the balance of Trustee Arends' term than her own daughter, Kristina Gabrenya, who resides in and works as an optometrist in the Village. He stated that he approached her to see if she might be



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interested, and she responded with a letter dated May 5, 2017 and her Resume, which was forwarded to the Board, which in short expresses that it would be her pleasure and honor to be able to serve her community in this capacity. He stated that there were other candidates in the back of his mind and a lot of other thoughts going on over the year during Trustee Arends' illness so it was not a hurried decision. He intended to appoint her, but the appointment will require the advice and consent of the Board of Trustees to be effective, and for her to be sworn in. As Trustee Arends was serving in an elective municipal office with a four year term that expires in May of 2019, this appointment, if confirmed, will likewise expire in May of 2019.

President Wallace then stated: "ACCORDINGLY, I HEREBY APPOINT KRISTINA GABRENYA TO FILL THE VACANT OFFICE OF VILLAGE TRUSTEE OF THE VILLAGE OF BARTLETT FOR THE REMAINDER OF THE TERM EXPIRING IN MAY OF 2019, AND FORWARD MY APPOINTMENT TO THE BOARD FOR CONFIRMATION."

Trustee Camerer moved to concur and consent to the appointment of Kristina Gabrenya to fill the vacant office of Village Trustee of the Village of Bartlett for the remainder of the term expiring in May of 2019 and Trustee Deyne seconded the motion.

ROLL CALL VOTE TO CONSENT TO THE APPOINTMENT OF KRISTINA GABRENYA TO FILL THE VACANCY IN THE OFFICE OF VILLAGE TRUSTEE

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

Village Attorney Bryan Mraz then administered the Oath of Office to newly appointed Village Trustee Kristina Gabrenya.

President Wallace presented liquor license renewals for the following:

Class C ext	RN McRain, Inc. dba 8-Eleven	399 S. Prospect Ave.
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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

Trustee Deyne stated that he has been getting a lot of comments and feedback from some of the residents regarding the Marathon gas station at Lake Street and Bartlett



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Road. He wondered if there was anything they could do to improve the quality of that intersection.

Community Development Director Jim Plonczynski stated that it is a code complaint and has gone to the point where they are not getting any cooperation from the owners. It is scheduled for local adjudication. There is still difficulty tracking the owners and has been a problem property for a while. They are hoping with local adjudication that they will be fined.

Trustee Deyne asked about the timeframe they were operating in. If they let it run its normal course, how long will that take? Is there any way to expedite this or is it foolish to spend any money on it?

Mr. Plonczynski stated that the goal is to get it cleaned up. If there is no cooperation, it could take a long time. If they do get a fine, we hope they would show up in court. The court date is scheduled for June 14<sup>th</sup>.

President Wallace asked staff to let the Board know if they do not show up so they can make a determination if they want to accelerate.

Mr. Plonczynski suggested that they can consult with the Village Attorney and/or the Village prosecutor to determine the next step.

Trustee Hopkins asked if they could contact the IEPA because there is a fuel storage tank in the ground there.

Mr. Plonczynski stated that it was occupied a couple of years ago, but the people operating it were not the owners and were operating on a lease.

11. TOWN HALL

**Joan Plice, 128 S. Hickory Avenue**

Ms. Plice stated that she was a little concerned about some of the things she read about the property that is directly across from the police station that is in a residential area and going to become a municipal parking lot for the police department. She was confused as to how residential property is suitable for a municipal parking lot. She inquired about real estate situations with the people that live next to that parking lot and how it may affect their property values. She spoke to one of the residents that will be affected and felt that they were a little bit intimidated and complacent. Is this a new precedent that the Village is going to be setting where it will eventually become eminent domain of private property?



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**Tish Powell, Municipal Marketing Manager for Advanced Disposal**

Ms. Powell stated that she was there and interested in the discussion over the waste hauler contract for the Village. She was there to answer any questions. They do business in this area and would be interested in providing services for the Village.

12. STANDING COMMITTEE REPORTS

A. PLANNING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins presented Ordinance 2017-65, an Ordinance Rezoning the Police Parking Lot Property, Site Plan Approval of the Police Parking Lot Property, Site Plan Amendment Approval for the Municipal Complex Property and Granting Variations for the Police Parking Lot and Municipal Complex Properties.

He stated that this went before the Zoning Board of Appeals on April 6<sup>th</sup> and the Plan Commission on April 13<sup>th</sup>, and both have recommended in favor. The Board spoke about it at the last Committee of the Whole meeting and decided to bring it to the Board for a final vote.

Mr. Plonczynski stated that the Village conducted all the required public hearings and there were concerned residents that spoke. The parking lot was not acquired through eminent domain. The Village made an offer on the property and it was purchased outright from the owner. The parking is necessary for the personal vehicles of the police department and will be a secure lot with proper landscaping.

Ms. Schumacher stated that there is an extraordinary lighting feature in that parking lot where it dims the lights on a motion sensor to limit the impact on the neighbors.

Trustee Hopkins moved the passage of Ordinance 2017-65, An Ordinance Rezoning the Police Parking Lot Property, Site Plan Approval of the Police Parking Lot Property, Site Plan Amendment Approval for the Municipal Complex Property and Granting Variations for the Police Parking Lot and Municipal Complex Properties, and that motion was seconded by Trustee Camerer.

Trustee Hopkins stated that he thought it was important that we keep in contact with the residents and asked if there was any way to set up to Code Red alert for residents of the area when construction is going on.

Ms. Schumacher stated that she did not want to delude the Code Red system for non-emergencies. They will put together a contact list for the immediate neighborhood and utilize our regular alerting system.



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ROLL CALL VOTE TO PASS ORDINANCE 2017-65 REZONING POLICE PARKING LOT, SITE PLAN APPROVAL AND AMENDMENT AND VARIATIONS FOR PARKING LOT AND MUNICIPAL COMPLEX

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

B. BUILDING COMMITTEE, CHAIRMAN GABRENYA

Trustee Gabrenya stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that there was no report.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer stated that Resolution 2017-67-R, "A Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and the Law Firm of Storino, Ramello & Durkin" and the Memorial Day Open Burn Request were covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that Resolution 2017-66-R, "A Resolution Approving of the Contract Agreement Between the Village of Bartlett and AES Environmental, Inc. for the Police Department Gun Range Lead Management/Decontamination Project"; Resolution 2017-68-R, "A Resolution Authorizing the Execution of an Equipment Lease Agreement Between John Thomas Inc. and the Village of Bartlett"; "Authorization to Purchase 3 Police Vehicles"; and "Authorization to Purchase 1 CSO Vehicle" were covered and approved under the Consent Agenda.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that the Authorization to Purchase 1 Mini-Van, 2 Ford Escapes and 1 Vactor Jet Sewer Cleaning Vehicle were covered and approved under the Consent Agenda.

13. NEW BUSINESS

Trustee Deyne wished President Wallace a happy birthday since tomorrow is his big day.



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14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

President Wallace asked Phil Lenz if there was any feedback on the hole in one video information they had talked about in the past.

Assistant to the Village Administrator Scott Skrycki stated that he talked to the company today. The Village Attorney was uncomfortable with a couple of things on the Agreement and sent a Rider with suggested modifications. The vendor was asked to identify those things and they are working on them with the vendor.

President Wallace stated that the golf course is looking for ways to increase revenue and build the clientele in the restaurant. He stated that he would like to see it at the next meeting.

Trustee Camerer stated that he got an email from a concerned resident regarding the bike path on the north side of Stearns just west of Centennial school regarding some safety issues.

Public Works Director Dan Dinges stated that he thought he was talking about the area near the bridge. The Stearns Road box culvert project that will start as soon as school is out for the summer, will hopefully improve that. They will be eliminating the bridge and extending the box culvert to the north, along with curb and a 6 foot parkway.

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

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

ROLL CALL VOTE TO ADJOURN

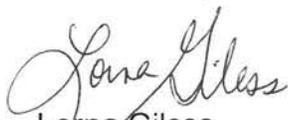
AYES: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:27 p.m.

  
Lorna Gilles  
Village Clerk



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
May 16, 2017**

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President Wallace called the Committee of the Whole meeting to order at 7:27 p.m.

PRESENT: Chairmen Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke, and President Wallace

ABSENT: None

ALSO PRESENT: Acting Village Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Finance Director Todd Dowden, Community Development Director Jim Plonczynski, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

**PLANNING & ZONING COMMITTEE**

**1. Everwash Car Wash**

Chairman Hopkins stated that the petitioner is requesting a preliminary/final PUD plan review and a special use permit for a car wash to be located along the west side of Route 59, north of Schick Road.

Community Development Director Jim Plonczynski stated that Mr. Thomas Kim on behalf of Everwash, LLC2 was in the audience. He is proposing a car wash that will enter on the west side of Route 59 and south of the Quincy Bridge Road access. It is a nice looking building that will also have dog and pet washes. The petitioner has designed the car wash to keep the dryer portion furthest away from the residential area. General hours of operation for the car wash would be from 7:00 AM until 9:00 PM Monday through Saturday and 7:00 AM until 5:00 PM on Sunday. Two employees will generally be on site at the car wash will always have an employee available when it operates.

Chairman Hopkins stated that it is in close proximity to a residential area as well as a daycare center. How much noise is going to be emitted from these vacuums?

Thomas Kim stated that this is his third location and they have a silencer on the vacuum producer. It produces 55 dB with the silencer about 40 feet away. The residential homes are 83 feet away. 55 dB is less than street traffic which gets up to about 80 dB. He did not see an impact to the residents.

President Wallace asked how the drainage works with all those chemicals.



## VILLAGE OF BARTLETT COMMITTEE MINUTES May 16, 2017

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Mr. Kim stated that they have a four stage filtration process that goes underground and that's your first line filtration before it goes on to the sanitary system. It also provides separation for not only particulate but the oils in the water. There are four (1,500 gallon) holding tanks that they have pumped out as needed throughout the year so it does not enter into the sanitary system.

### 2. Residential Rental Registration

Chairman Hopkins disclosed that he does own several rental properties in the Village and he did discuss with the Village Attorney who does not think it is a conflict.

Mr. Plonczynski stated that staff did some research on what other communities do and what options there would be for single and multi-family rental units. About 10% of the housing stock or an estimated 1,071 single-family rental units and 2,408 multi-family units in roughly 29 buildings.

The police department recommended enacting a Crime Free Housing Ordinance, which requires a Crime Free Housing Addendum attached to all leases in the Village. This is a separate ordinance that the Village may enact in conjunction with any of the options described below:

- Option 1: Not to enact a landlord registration ordinance
- Option 2: Enact a landlord registration ordinance and create a registry
- Option 3: Enact Option 2 and include inspections
- Option 4: Enact Option 3 and include mandatory landlord training

Option 1 and 2 would not require additional staff. Option 3 and 4 would require additional qualified staff as well as additional police resources and additional professional development insurance. The police and staff do not recommend Options 3 or 4.

Chairman Deyne stated that he also owns rental property in the Village. He would recommend scrapping Options 3 and 4. He asked if there was a problem and why we were looking at these options.

Acting Village Administrator Paula Schumacher stated that Chairman Carbonaro asked staff to look into a rental registry program based on a broken window in his neighborhood where there was difficulty locating the property owner.

Chairman Hopkins stated that most renters have to sign up for water service and fill out the tenant application, can they fill out the Crime Free Addendum at that time?

Mr. Plonczynski stated that it is recommended that landlords add it to their leases.



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President Wallace asked if anyone had issues with Option 2.

Chairman Hopkins stated that he thought Option 1 was better.

Chairman Camerer stated that he also has a rental property in town and he sees it as just another burden on people trying to invest in the community. He felt that 98% of the time the owner could be contacted.

The Board discussed background checks on renters.

Chairman Reinke stated that the program for each community is tailored to the challenges of that community. It seems like the big challenge that we are identifying here is emergency type situations. He asked how often they have an emergency situation where they need to talk to the owner immediately.

Mr. Plonczynski stated that they have to do board ups only a couple of times per year.

Building Director Brian Goralski stated that their Vacant Building Registry really helps also because they have contacts and property caretaker information.

Chairman Reinke stated that it makes sense to have the Crime Free Housing Ordinance. Otherwise, he was not supportive of a registry or licensing - it is the landlord's problem.

President Wallace agreed with Chairman Reinke and was in favor of Option 1.

Ms. Schumacher summarized that they have the lists and processes in the works now to deal with those kinds of contacts. They would like to see the Crime Free Ordinance drafted for review.

### 3. Complete Streets Policy

Chairman Hopkins stated that this policy was forwarded from the Bike and Run Committee.

Mr. Plonczynski stated that they worked with Wayne Township and the downtown TOD Plan who had elements of "Complete Streets" as recommendations in those plans and policies. The Complete Streets Policy states the Village's commitment to creating a transportation network for all users.

The Board agreed to move it forward and prepare the necessary resolution to adopt the policy.



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COMMITTEE MINUTES  
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**PUBLIC WORKS COMMITTEE**

**1. Waste Hauler Contract Discussion**

Chairman Reinke stated that staff was seeking the Board's input relative to collection days, brush pickup, yard waste collection bags and stickers.

Ms. Schumacher stated that they wanted input before they started drafting the bid.

Assistant to the Administrator Scott Skrycki stated but the current contract expires at the end of this year. They have been with Republic for many, many years and most recently extended the contract 4 years ago.

Chairman Reinke stated that he has very strong feelings about the brush pickup. He thought it was a challenge for public works because it is a huge job. There are a lot of wrenched backs and hurt shoulders and it takes away their efforts to maintain vital village infrastructure. He would like to see the RFP include brush pickup.

Public Works Director Dan Dinges stated that it does take up about half of the week for 2 crews to be able to do half of the town. It would free up those crews to pave roads, bike paths, and do tree trimming.

Chairman Camerer stated that he has heard that the multi-day pick up would save a lot of money and he would like to see that pursued.

Chairman Reinke stated that the transition would be challenging for some people but he would be interested in seeing the price differences.

Chairman Deyne stated that he would like to see the brush pickup as a separate price so they can do some comparisons.

The Board discussed the cost of brush pickup and if it was possible to only charge those that use the service.

Chairman Camerer asked staff to look into electronic refuse and thought it would be a real asset to the community.

Chairman Hopkins asked if they could put together some numbers regarding the cost to collect brush.

Ms. Schumacher stated that she would like to include a number of our accident claims ranging from wrenched arms to bee stings which come from the brush collection



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process. She asked for clarification on the multi-day garbage pickup and asked how many days they would be comfortable with.

Mr. Dinges stated that it opens up the bid opportunities.

The Board agreed that it didn't matter how many pick-up days there were.

President Wallace directed them to look at a 1 to 3 day pick-up comparison, brush pick-up versus doing it internally and the generic bag and stickers.

The Board agreed that the customized bags are not good.

Chairman Gabrenya spoke about brushing the leaves to the curb where the truck comes by and sucks them up.

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

**ROLL CALL VOTE TO ADJOURN**

AYES: Chairmen Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke

NAYS: None

ABSENT: None

**MOTION CARRIED**

The meeting adjourned at 8:17 p.m.

Lorna Gilles  
Village Clerk

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 6/6/2017

**100-GENERAL FUND REVENUES**

**410110-REAL ESTATE TRANSFER TAX**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ERLING EIDE	TRANSFER STAMP OVERPAYMENT	707.95
1 HELMUT SCHWANDER	TRANSFER TAX REFUND	837.00
<b>INVOICES TOTAL:</b>		<b>1,544.95</b>

**420230-BUILDING PERMITS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BRAD JOHNSON	BUILDING PERMIT REFUND	45.00
1 NIKKI SUMMERS	BUILDING PERMIT REFUND	50.00
<b>INVOICES TOTAL:</b>		<b>95.00</b>

**430310-TOWING/IMPOUNDING FEES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MICHAEL J JOYCE	ADMINISTRATIVE TOW FEE REFUND	500.00
<b>INVOICES TOTAL:</b>		<b>500.00</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	26.04
<b>INVOICES TOTAL:</b>		<b>26.04</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A-1 TROPHIES & AWARDS INC	TRUSTEE NAMEPLATE/BADGE	23.20
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	95.00
<b>INVOICES TOTAL:</b>		<b>118.20</b>

**543910-HISTORY MUSEUM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEW ALBERTSONS INC	MUSEUM SUPPLIES	8.52
1 PASTPERFECT SOFTWARE INC	ANNUAL SUPPORT RENEWAL	540.00
1 SCHULTZ SYSTEMS INC	DEPOT MUSEUM SAFETY PROGRAM	400.00
<b>INVOICES TOTAL:</b>		<b>948.52</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	13.67
1 ILCMA	JOB AD POSTING FEE	50.00
<b>INVOICES TOTAL:</b>		<b>63.67</b>

\*\* Indicates pre-issue check.

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 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 6/6/2017**

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRYAN E MRAZ & ASSOC PC	PROFESSIONAL SERVICES	19,393.50
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	885.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	675.00
<b>INVOICES TOTAL:</b>		<b>21,878.50</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	LAKE MICHIGAN WATER ALLOCATION	7,350.49
1 ENGINEERING ENTERPRISES INC	ESTATES OF BARTLETT	581.50
<b>INVOICES TOTAL:</b>		<b>7,931.99</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	SPAULDING ROAD QUIET ZONE	868.00
1 SCHROEDER ASPHALT SERVICES INC	SPAULDING RDWY IMPROVEMENT PLAN	12,148.08
1 VALLEY FENCING INC	GATE INSTALLATION	14,263.19
<b>INVOICES TOTAL:</b>		<b>27,279.27</b>

**1210-LIABILITY INSURANCE**

**544200-LIABILITY INS DEDUCTIBLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK	APRIL DEDUCTIBLES	3,020.10
<b>INVOICES TOTAL:</b>		<b>3,020.10</b>

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	18.64
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	76.90
<b>INVOICES TOTAL:</b>		<b>95.54</b>

**530135-RECYCLING SUPPLIES/EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REPUBLIC SERVICES #933	YARD WASTE BAGS	1,860.00
<b>INVOICES TOTAL:</b>		<b>1,860.00</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	TONER	67.82

\*\* Indicates pre-issue check.

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1 WAREHOUSE DIRECT	PAPER/HAND SOAP/PAPER TOWELS	9.62
1 WAREHOUSE DIRECT	BATTERIES/SEALS	22.72
<b>INVOICES TOTAL:</b>		<b>100.16</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FORTE PAYMENT SYSTEMS INC	CREDIT CARD READER	319.00
<b>INVOICES TOTAL:</b>		<b>319.00</b>

**1500-COMMUNITY DEVELOPMENT**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	793.17
<b>INVOICES TOTAL:</b>		<b>793.17</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST SPOTLIGHT	ADVERTISING	400.00
1 COMCAST SPOTLIGHT	ADVERTISING	6,146.02
<b>INVOICES TOTAL:</b>		<b>6,546.02</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REPROGRAPHICS	LAMINATED MAPS	48.50
<b>INVOICES TOTAL:</b>		<b>48.50</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	75.66
<b>INVOICES TOTAL:</b>		<b>75.66</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANGELA L ZUBKO	TUITION REIMBURSEMENT	1,480.89
<b>INVOICES TOTAL:</b>		<b>1,480.89</b>

**1600-BUILDING**

**511200-TEMPORARY SALARIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDRZEJ NYCZ	8 INSPECTIONS	240.00
<b>INVOICES TOTAL:</b>		<b>240.00</b>

**523010-ELEVATOR INSPECTIONS**

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

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1 ELEVATOR INSPECTION SERVICE	ELEVATOR RE-INSPECTIONS	96.00
	<u>INVOICES TOTAL:</u>	<u>96.00</u>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	230.81
	<u>INVOICES TOTAL:</u>	<u>230.81</u>

**526005-PLAN REVIEW SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KESLIN ENGINEERING INC	PLAN REVIEW SERVICES	600.00
	<u>INVOICES TOTAL:</u>	<u>600.00</u>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REPROGRAPHICS	LAMINATED MAPS	16.00
	<u>INVOICES TOTAL:</u>	<u>16.00</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	117.46
	<u>INVOICES TOTAL:</u>	<u>117.46</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	RECEIPT BOOKS	127.80
	<u>INVOICES TOTAL:</u>	<u>127.80</u>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADT SECURITY SERVICES	ALARM MONITORING SERVICE	43.45
1 ELINEUP LLC	SOFTWARE MAINTENANCE RENEWAL	600.00
1 VERIZON WIRELESS	WIRELESS SERVICES	411.21
	<u>INVOICES TOTAL:</u>	<u>1,054.66</u>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CODE BLUE DESIGNS	KANINE SOFTWARE LICENSE	99.00
1 DATACOM	UCC UPDATE	449.00
1 ID NETWORKS	USB SCANNER	930.00
	<u>INVOICES TOTAL:</u>	<u>1,478.00</u>

**523100-ADVERTISING**

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

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1 PADDOCK PUBLICATIONS INC	RFQ NOTICE/POLICE RADIOS	165.60
	<b>INVOICES TOTAL:</b>	<b>165.60</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	24.30
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	21.50
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	412.41
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	155.64
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	962.70
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
	<b>INVOICES TOTAL:</b>	<b>1,691.05</b>

**526050-VEHICLE SET UP**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EBY GRAPHICS INC	STRIPING OF NEW CSO TRUCK	525.00
1 EBY GRAPHICS INC	NEW SPEED TRAILER STRIPING	155.00
	<b>INVOICES TOTAL:</b>	<b>680.00</b>

**526100-AUTO BODY REPAIRS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EBY GRAPHICS INC	VEHICLE GRAPHICS REPLACEMENT	85.00
1 JOE COTTON FORD	PAINTED TAILGATE	307.80
1 ZIMMERMAN FORD INC	NEW TAILGATE/NAME PLATE	445.16
1 ZIMMERMAN FORD INC	NAME PLATE	17.68
	<b>INVOICES TOTAL:</b>	<b>855.64</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	147.75
1 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	95.93
1 REPROGRAPHICS	LAMINATED MAPS	120.50
1 SHI	XEROX PRINT TRANSFER KIT	227.00
** 1 TRI-TECH FORENSICS INC	EVIDENCE TECHNICIAN SUPPLIES	369.39
** 1 TRI-TECH FORENSICS INC	EVIDENCE TECHNICIAN SUPPLIES	90.89
** 1 TRI-TECH FORENSICS INC	EVIDENCE TECHNICIAN SUPPLIES	126.87
1 WAREHOUSE DIRECT	INK CARTRIDGE	110.13
1 WAREHOUSE DIRECT	TONER	128.43
1 WAREHOUSE DIRECT	TONER	201.63
1 WAREHOUSE DIRECT	TONER	128.43
1 WAREHOUSE DIRECT	TONER	113.96
	<b>INVOICES TOTAL:</b>	<b>1,860.91</b>

\*\* Indicates pre-issue check.

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**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALEA	NAMEPLATES/SERVING SINCE BARS	95.00
1 CHICAGO BADGE & INSIGNIA CO	BADGE REPAIRS	32.00
1 RAY O'HERRON CO INC	UNIFORM PANTS	93.98
<b>INVOICES TOTAL:</b>		<b>220.98</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS - WEST	MONTHLY SUBSCRIPTION	187.46
1 THOMSON REUTERS - WEST	ARREST LAW BULLETIN SUBSCRIPTION	408.00
<b>INVOICES TOTAL:</b>		<b>595.46</b>

**530125-SHOOTING RANGE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	RANGE SUPPLIES	16.99
<b>INVOICES TOTAL:</b>		<b>16.99</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	6,318.08
<b>INVOICES TOTAL:</b>		<b>6,318.08</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABILITY AWARDS INC	PERPETUAL PLATES/NAME PLATES	84.95
1 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	11.67
1 STATE GRAPHICS	BUSINESS CARDS	132.00
1 STATE GRAPHICS	BUSINESS CARDS	44.00
1 STATE GRAPHICS	BUSINESS CARDS	44.00
1 WAREHOUSE DIRECT	ELECTRIC STAPLER/PENS	195.28
1 WAREHOUSE DIRECT	STYROFOAM CUPS/DOCUMENT COVERS	81.34
1 WAREHOUSE DIRECT	ADDRESS LABELS/PAPER	84.31
1 WAREHOUSE DIRECT	CREDIT - RETURNED ITEM	-7.50
1 WAREHOUSE DIRECT	INKJET CARTRIDGE/POP-UP NOTES	97.34
<b>INVOICES TOTAL:</b>		<b>767.39</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE UPS STORE	SHIPPING CHARGES	9.28
1 THE UPS STORE	SHIPPING CHARGES	18.25
<b>INVOICES TOTAL:</b>		<b>27.53</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN KEY & LOCK CO INC	DUPLICATE KEYS	22.45
1 ELGIN KEY & LOCK CO INC	DUPLICATE KEYS	22.45

\*\* Indicates pre-issue check.

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**INVOICES TOTAL: 44.90**

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RICHARD BOSH	TRAINING EXPENSES	122.40
1 DOUBLETREE BY HILTON HOTEL	LODGING/IL SPECIAL OLYMPICS	470.40
** 1 ILLINOIS JUVENILE OFFICERS ASSOC	CONFERENCE FEE/J WALSH	175.00
** 1 ILLINOIS JUVENILE OFFICERS ASSOC	CONFERENCE FEE/R BOSH	150.00
1 AMY JENKINS	CONFERENCE EXPENSES	502.61
1 AMY JENKINS	CONFERENCE EXPENSES	518.50
1 KATHRYN R JUZWIN	CONSULTING SERVICES	1,800.00
1 MICHAEL KMIECIK	TUITION REIMBURSEMENT	870.00
<b>INVOICES TOTAL:</b>		<b>4,608.91</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	181.09
1 PARTY PALZ ENTERTAINMENT	DEPOSIT/NNO ENTERTAINMENT SVCS	137.50
1 SKYDOGZ	DEPOSIT/NNO PERFORMANCE	150.00
1 VOSS SIGNS LLC	TEMPORARY NO PARKING SIGNS	195.00
<b>INVOICES TOTAL:</b>		<b>663.59</b>

**544001-PRISONER DETENTION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	28.31
1 VILLAGE SUDS STATION INC	DETENTION LAUNDRY	27.10
<b>INVOICES TOTAL:</b>		<b>55.41</b>

**545100-EMERGENCY MANAGEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	2.10
<b>INVOICES TOTAL:</b>		<b>2.10</b>

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	93.00
<b>INVOICES TOTAL:</b>		<b>93.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE COUNTY TRANSPORTATION	PERMIT APPLICATION FEE/4TH OF JULY	50.00
1 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	20.48
<b>INVOICES TOTAL:</b>		<b>70.48</b>

**1800-STREET MAINTENANCE**

\*\* Indicates pre-issue check.

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**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A TO Z RENTALS	LAWN EDGER RENTAL	30.80
1 COMCAST	VPN SERVICE	2.10
1 TELVENT DTN LLC	WEATHER INFORMATION SERVICE	387.00
<b>INVOICES TOTAL:</b>		<b>419.90</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	23.10
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	171.85
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	94.54
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	15.81
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2,161.62
1 CONSTELLATION ENERGY	ELECTRIC BILL	522.33
1 MIDAMERICAN ENERGY SERVICES LLC	ELECTRIC BILL	5,353.49
1 NICOR GAS	GAS BILL	129.85
1 NICOR GAS	GAS BILL	207.98
1 NICOR GAS	GAS BILL	118.51
<b>INVOICES TOTAL:</b>		<b>8,799.08</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 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	153.63
1 CINTAS CORPORATION	FIRST AID SUPPLIES	49.24
1 FLAGS USA LLC	U.S. FLAGS	549.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	192.59
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING FLAGS	170.00
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING FLAGS/TAPE	105.20
1 REPROGRAPHICS	LAMINATED MAPS	37.50
<b>INVOICES TOTAL:</b>		<b>1,257.16</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARTIN IMPLEMENT SALES INC	TRASH PUMP	1,050.00
<b>INVOICES TOTAL:</b>		<b>1,050.00</b>

**532010-FUEL PURCHASES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	3,160.67
<b>INVOICES TOTAL:</b>		<b>3,160.67</b>

\*\* Indicates pre-issue check.

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**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/FILTERS/SUPPLIES	103.85
1 WAREHOUSE DIRECT	SUBJECT FILES/INK CARTRIDGES	40.93
1 WAREHOUSE DIRECT	INK CARTRIDGES/JOURNAL BOOKS	17.84
<b>INVOICES TOTAL:</b>		<b>162.62</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	13.82
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	28.47
<b>INVOICES TOTAL:</b>		<b>42.29</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	EQUIPMENT MAINTENANCE SUPPLIES	35.89
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	45.36
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	51.60
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	54.01
1 HOPKINS FORD	EQUIPMENT MAINTENANCE SUPPLIES	38.33
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	528.91
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	347.27
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	395.21
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	27.16
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	16.90
1 MARTIN IMPLEMENT SALES INC	CHAINSAW PARTS	19.46
1 MONROE TRUCK EQUIPMENT INC	EQUIPMENT MAINTENANCE SUPPLIES	279.07
1 NAPA AUTO PARTS	EQUIPMENT MAINTENANCE SUPPLIES	603.75
1 POMP'S TIRE SERVICE INC	TIRE REPAIRS	203.75
1 POMP'S TIRE SERVICE INC	TIRE REPAIRS	46.00
1 TIME BUSINESS SYSTEMS INC	EXTENSION RELOCATION	63.83
1 WELCH BROS INC	MAINTENANCE SUPPLIES	186.00
1 ZIMMERMAN FORD INC	FILTERS	8.30
<b>INVOICES TOTAL:</b>		<b>2,950.80</b>

**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M	SIGN MAKING MATERIALS	1,593.00
1 NEENAH FOUNDRY CO	ROLL FRAMES/GRATES	1,188.00
1 NEENAH FOUNDRY CO	INLET FRAMES/GRATES	1,201.68
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	1,731.00
<b>INVOICES TOTAL:</b>		<b>5,713.68</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	HANGING FLOWER BASKETS	5,075.00
1 DUPAGE TOPSOIL INC	GRAVEL PURCHASE	1,005.00

\*\* Indicates pre-issue check.

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1 FENCE CONNECTION INC	FENCE REPAIRS/INSTALLATION	2,825.00
1 MIDWEST TRADING SUPPLIES INC	MUSHROOM COMPOST	154.40
<b>INVOICES TOTAL:</b>		<b>9,059.40</b>

**534600-BUILDING MAINTENANCE MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	44.56
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	51.59
1 UNIFIRST CORP	MATS	11.15
1 UNIFIRST CORP	MATS	11.15
1 UNIFIRST CORP	MATS	11.15
<b>INVOICES TOTAL:</b>		<b>129.60</b>

**534800-STREET LIGHTS MAINT MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CRESCENT ELECTRIC SUPPLY CO	STREET LIGHT MATERIALS	1,189.04
1 FASTENAL CO	MAINTENANCE SUPPLIES	58.60
1 STEINER ELECTRIC CO	LIGHTING SUPPLIES	285.10
<b>INVOICES TOTAL:</b>		<b>1,532.74</b>

**541600-PROFESSIONAL DEVELOPMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 INTERGOVERNMENTAL RISK	TRENCH EXCAVATION SEMINAR	221.00
1 ERIK KUMLIN	TRAINING EXPENSES	66.30
<b>INVOICES TOTAL:</b>		<b>287.30</b>

**543800-STORMWATER FACILITIES MAINT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 EARTH INC	GRAVEL PURCHASE	117.86
1 EARTH INC	HAULED MATERIALS	75.00
1 HD SUPPLY WATERWORKS LTD	MAINTENANCE SUPPLIES	315.28
1 WELCH BROS INC	MAINTENANCE SUPPLIES	352.50
1 WELCH BROS INC	MAINTENANCE SUPPLIES	699.00
<b>INVOICES TOTAL:</b>		<b>1,559.64</b>

**570100-MACHINERY & EQUIPMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 STANDARD EQUIPMENT CO	CROSSWIND STREET SWEEPER	227,293.05
<b>INVOICES TOTAL:</b>		<b>227,293.05</b>

**2200-MFT EXPENDITURES**

**583005-MFT MAINTENANCE PROGRAM**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BROTHERS ASPHALT PAVING INC	MFT VARIOUS STREETS PROJECT	560,787.23
<b>INVOICES TOTAL:</b>		<b>560,787.23</b>

\*\* Indicates pre-issue check.

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**4200-MUNICIPAL BLDG PROJECTS EXP**

**585058-2016 POLICE STATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 COOK COUNTY TREASURER	PIN 06-34-408-029-0000	211.98
** 1 COOK COUNTY TREASURER	PIN 06-34-408-012-0000	1,060.00
1 WILLIAMS ARCHITECTS	POLICE STATION	116,856.11
<b>INVOICES TOTAL:</b>		<b>118,128.09</b>

**430000-DEVELOPER DEPOSITS FUND**

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AKHTAR MAHMOOD	VBR BOND REFUND	1,000.00
1 VASIL VIGIVSKI	VBR BOND REFUND	1,000.00
<b>INVOICES TOTAL:</b>		<b>2,000.00</b>

**270374-BARTLETT RIDGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	BARTLETT RIDGE SUBDIVISION	864.00
<b>INVOICES TOTAL:</b>		<b>864.00</b>

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

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BIG BENUZZI'S INDUSTRIAL GUIDE INC	ADVERTISING	250.00
<b>INVOICES TOTAL:</b>		<b>250.00</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TONY FRADIN	CERTIFICATION TRAINING	521.81
1 ROBERTA GRILL	CONFERENCE EXPENSES	589.97
<b>INVOICES TOTAL:</b>		<b>1,111.78</b>

**5000-WATER OPERATING EXPENSES**

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MAY 2017 BILLING	422.68
<b>INVOICES TOTAL:</b>		<b>422.68</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	25.72
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	41.43

\*\* Indicates pre-issue check.

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1	CONSTELLATION ENERGY	ELECTRIC BILL	3,835.15
1	NICOR GAS	GAS BILL	108.47
<b>INVOICES TOTAL:</b>			<b>4,010.77</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	BARTLETT TIRE LTD	VEHICLE MAINTENANCE	32.90
<b>INVOICES TOTAL:</b>			<b>32.90</b>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	670.00
1	EARTH INC	GRAVEL PURCHASE	117.87
<b>INVOICES TOTAL:</b>			<b>787.87</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	CINTAS CORPORATION	FIRST AID SUPPLIES	49.24
1	REPROGRAPHICS	LAMINATED MAPS	37.50
<b>INVOICES TOTAL:</b>			<b>86.74</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	HD SUPPLY WATERWORKS LTD	HYDRANT WRENCH	1,275.00
<b>INVOICES TOTAL:</b>			<b>1,275.00</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
** 1	WEX BANK	FUEL PURCHASES	1,272.80
<b>INVOICES TOTAL:</b>			<b>1,272.80</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	WAREHOUSE DIRECT	COFFEE/FILTERS/SUPPLIES	132.38
1	WAREHOUSE DIRECT	SUBJECT FILES/INK CARTRIDGES	41.54
1	WAREHOUSE DIRECT	INK CARTRIDGES/JOURNAL BOOKS	17.84
<b>INVOICES TOTAL:</b>			<b>191.76</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
** 1	SEBIS DIRECT INC	MAY BILLS POSTAGE	1,652.76
<b>INVOICES TOTAL:</b>			<b>1,652.76</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	45.37

\*\* Indicates pre-issue check.

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1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	20.70
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	47.30
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	29.24
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	54.00
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	194.40
1 HD SUPPLY WATERWORKS LTD	HYDRANT GREASE	135.64
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	125.03
1 TIME BUSINESS SYSTEMS INC	EXTENSION RELOCATION	63.83
	<b>INVOICES TOTAL:</b>	<b>715.51</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	50.97
	<b>INVOICES TOTAL:</b>	<b>50.97</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	44.58
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	51.59
1 UNIFIRST CORP	MATS	11.15
1 UNIFIRST CORP	MATS	11.15
1 UNIFIRST CORP	MATS	11.15
	<b>INVOICES TOTAL:</b>	<b>129.62</b>

**534810-METER MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS/SUPPLIES	4,341.00
1 WATER RESOURCES INC	WATER METERS/SUPPLIES	4,631.00
	<b>INVOICES TOTAL:</b>	<b>8,972.00</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK	TRENCH EXCAVATION SEMINAR	55.25
	<b>INVOICES TOTAL:</b>	<b>55.25</b>

**5090-WATER CAPITAL PROJECTS EXP**

**581030-WATER TOWER PAINTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DIXON ENGINEERING INC	WATER TOWER PAINT INSPECTION	681.25
	<b>INVOICES TOTAL:</b>	<b>681.25</b>

**581035-WATER SYSTEM MODELING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	WATER SYSTEM MODELING/PLAN	5,192.19
	<b>INVOICES TOTAL:</b>	<b>5,192.19</b>

\*\* Indicates pre-issue check.

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**581037-DWC PUMP STA,STORAGE,LAND**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	DWC RECEIVING STATION FACILITY	22,813.73
<b>INVOICES TOTAL:</b>		<b>22,813.73</b>

**5100-SEWER OPERATING EXPENSES**

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MAY 2017 BILLING	422.68
<b>INVOICES TOTAL:</b>		<b>422.68</b>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	648.50
<b>INVOICES TOTAL:</b>		<b>648.50</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	137.45
1 CONSTELLATION ENERGY	ELECTRIC BILL	229.49
1 CONSTELLATION ENERGY	ELECTRIC BILL	170.13
1 NICOR GAS	GAS BILL	87.09
1 NICOR GAS	GAS BILL	27.26
1 NICOR GAS	GAS BILL	40.42
1 NICOR GAS	GAS BILL	86.89
1 NICOR GAS	GAS BILL	30.84
1 NICOR GAS	GAS BILL	151.96
<b>INVOICES TOTAL:</b>		<b>961.53</b>

**524210-SLUDGE REMOVAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	3,958.00
<b>INVOICES TOTAL:</b>		<b>3,958.00</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	56.32
<b>INVOICES TOTAL:</b>		<b>56.32</b>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	GRAVEL PURCHASE	117.87
<b>INVOICES TOTAL:</b>		<b>117.87</b>

**530100-MATERIALS & SUPPLIES**

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

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1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	153.63
1 CINTAS CORPORATION	FIRST AID SUPPLIES	49.24
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	51.96
1 REPROGRAPHICS	LAMINATED MAPS	37.50
1 SHARE CORPORATION	PLIERS/CHISEL SET/DEGREASER	215.95
	<b>INVOICES TOTAL:</b>	<b>508.28</b>

**530120-CHEMICAL SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FISHER SCIENTIFIC CO	CLEANING SOLUTION	745.87
1 HAWKINS INC	CHEMICAL SUPPLIES	1,903.74
1 HAWKINS INC	CHEMICAL SUPPLIES	3,139.08
1 HAWKINS INC	CHEMICAL SUPPLIES	2,381.90
1 HAWKINS INC	CHEMICAL SUPPLIES	3,087.41
	<b>INVOICES TOTAL:</b>	<b>11,258.00</b>

**530150-SMALL TOOLS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SHARE CORPORATION	PLIERS/CHISEL SET/DEGREASER	316.45
	<b>INVOICES TOTAL:</b>	<b>316.45</b>

**530160-SAFETY EQUIPMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FULLIFE SAFETY CENTER	SAFETY GLASSES/GLOVES	381.37
	<b>INVOICES TOTAL:</b>	<b>381.37</b>

**532000-AUTOMOTIVE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 WEX BANK	FUEL PURCHASES	999.14
	<b>INVOICES TOTAL:</b>	<b>999.14</b>

**532200-OFFICE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WAREHOUSE DIRECT	INK CARTRIDGES/JOURNAL BOOKS	1,011.36
	<b>INVOICES TOTAL:</b>	<b>1,011.36</b>

**532300-POSTAGE**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 SEBIS DIRECT INC	MAY BILLS POSTAGE	1,652.75
	<b>INVOICES TOTAL:</b>	<b>1,652.75</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AUTOZONE INC	EQUIPMENT MAINTENANCE SUPPLIES	47.99
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	45.37
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	29.24

\*\* Indicates pre-issue check.

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1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	252.24
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	29.94
1 LIONHEART CRITICAL POWER	GENERATOR REPAIRS	593.13
1 PETERSON AND MATZ INC	PERISTALTIC METERING PUMP	2,950.00
1 TIME BUSINESS SYSTEMS INC	EXTENSION RELOCATION	63.84
1 USA BLUE BOOK	EQUIPMENT MAINTENANCE SUPPLIES	128.35
1 WELCH BROS INC	MAINTENANCE SUPPLIES	391.00
1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	23.33
1 WEST SIDE ELECTRIC SUPPLY INC	BATTERIES	26.74
	<b>INVOICES TOTAL:</b>	<b>4,581.17</b>

**534600-BUILDING MAINTENANCE MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	44.58
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	51.60
1 UNIFIRST CORP	MATS	11.15
1 UNIFIRST CORP	MATS	11.15
1 UNIFIRST CORP	MATS	11.15
	<b>INVOICES TOTAL:</b>	<b>129.63</b>

**541600-PROFESSIONAL DEVELOPMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CENTRAL STATES WATER ENVIRONMENT	CONFERENCE REGISTRATION FEES	110.00
1 INTERGOVERNMENTAL RISK	TRENCH EXCAVATION SEMINAR	110.50
	<b>INVOICES TOTAL:</b>	<b>220.50</b>

**543101-DUES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 DUPAGE RIVER SALT CREEK	ANNUAL MEMBERSHIP	9,635.00
	<b>INVOICES TOTAL:</b>	<b>9,635.00</b>

**510000-SEWER FUND**

**200504-FRWRD PAYABLE**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FRWRD	KANE COUNTY SEWER TREATMENT	91.59
	<b>INVOICES TOTAL:</b>	<b>91.59</b>

**5190-SEWER CAPITAL PROJECTS EXP**

**582023-PHOSPHORUS REMOVAL SYSTEM**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 DUPAGE RIVER SALT CREEK	ANNUAL MEMBERSHIP	35,567.00
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY EVALUATION	11,849.50
1 STRAND ASSOCIATES INC	WASTEWATER FACILITY PLAN UPDATE	3,357.14
1 STRAND ASSOCIATES INC	PHOSPHORUS REMOVAL REPORT	463.89

\*\* Indicates pre-issue check.

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**INVOICES TOTAL: 51,237.53**

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	MATS	12.00
1 UNIFIRST CORP	MATS	12.00
1 UNIFIRST CORP	MATS	12.00
<b>INVOICES TOTAL:</b>		<b>36.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	114.90
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	70.27
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	83.14
1 CONSTELLATION ENERGY	ELECTRIC BILL	421.46
1 CONSTELLATION ENERGY	ELECTRIC BILL	66.74
<b>INVOICES TOTAL:</b>		<b>756.51</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOMATED PARKING TECHNOLOGIES LLC	DIGITAL RECEIPT PAPER	375.32
<b>INVOICES TOTAL:</b>		<b>375.32</b>

**570200-BLDG & GROUNDS IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	MEMORIAL PARK LANDSCAPING	1,482.00
1 CINTAS CORPORATION	CLEANING SERVICES	64.40
1 CINTAS CORPORATION	CLEANING SERVICES	64.40
1 CINTAS CORPORATION	CLEANING SERVICES	64.40
<b>INVOICES TOTAL:</b>		<b>1,675.20</b>

**550-GOLF FUND REVENUES**

**460040-SEASON PASSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEL LEWIS	GOLF PASS REFUND	750.00
<b>INVOICES TOTAL:</b>		<b>750.00</b>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	92.30
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - MAY 2017	570.00

\*\* Indicates pre-issue check.

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1 OTIS ELEVATOR CO	ELEVATOR MAINTENANCE	1,146.39
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	550.00
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	282.35
	<b>INVOICES TOTAL:</b>	<b>2,641.04</b>

**524120-UTILITIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CONSTELLATION ENERGY	ELECTRIC BILL	1,665.19
1 CONSTELLATION ENERGY	ELECTRIC BILL	36.20
1 NICOR GAS	GAS BILL	698.24
	<b>INVOICES TOTAL:</b>	<b>2,399.63</b>

**530100-MATERIALS & SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ALLIANCE PAPER & FOODSERVICE	UTILITY CART/SUPPLIES	17.88
1 CINTAS CORPORATION	FIRST AID SUPPLIES	39.45
1 EDWARD DON & COMPANY	PAPER TOWELS/ROLL TOWELS	80.32
1 HORNUNG'S PRO GOLF SALES INC	RANGE PAILS/CART KEY TAGS	325.93
	<b>INVOICES TOTAL:</b>	<b>463.58</b>

**530110-UNIFORMS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ACUSHNET COMPANY	SHOES	90.29
1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS	425.00
	<b>INVOICES TOTAL:</b>	<b>515.29</b>

**532200-OFFICE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WAREHOUSE DIRECT	PAPER	36.70
	<b>INVOICES TOTAL:</b>	<b>36.70</b>

**534200-GOLF CART MAINTENANCE MATLS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	120.00
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	255.60
	<b>INVOICES TOTAL:</b>	<b>375.60</b>

**534332-PURCHASES - GOLF BALLS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ACUSHNET COMPANY	GOLF BALLS	1,009.92
1 ACUSHNET COMPANY	GOLF BALLS	108.00
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF BALLS	165.90
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF BALLS	302.40
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF BALLS/CLUBS	630.14
1 VOLVIK USA	GOLF BALLS	1,338.00
	<b>INVOICES TOTAL:</b>	<b>3,554.36</b>

\*\* Indicates pre-issue check.

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**534333-PURCHASES - GOLF CLUBS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COBRA PUMA GOLF INC	GOLF CLUBS	126.93
1 PING	GOLF CLUBS	167.82
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF BALLS/CLUBS	1,270.00
<b>INVOICES TOTAL:</b>		<b>1,564.75</b>

**534334-PURCHASES - GOLF GLOVES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF GLOVES	645.50
<b>INVOICES TOTAL:</b>		<b>645.50</b>

**534335-PURCHASES - MISC GOLF MDSE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	MISC. GOLF MERCHANDISE	782.01
1 ACUSHNET COMPANY	MISC. GOLF MERCHANDISE	682.88
1 ACUSHNET COMPANY	MISC. GOLF MERCHANDISE	433.36
1 ACUSHNET COMPANY	MISC. GOLF MERCHANDISE	187.40
1 THE ANTIGUA GROUP INC	GOLF HATS	344.95
1 GEAR FOR SPORTS	MISC. GOLF MERCHANDISE	1,598.92
1 JOFIT LLC	MISC. GOLF MERCHANDISE	473.52
1 JOFIT LLC	CREDIT - FINANCE ADJUSTMENT	-96.75
1 ZERO FRICTION LLC	GOLF TEES	138.43
<b>INVOICES TOTAL:</b>		<b>4,544.72</b>

**570100-MACHINERY & EQUIPMENT**

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

**5510-GOLF MAINTENANCE EXPENSES**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	UNIFORM RENTAL	35.70
1 CINTAS CORPORATION	UNIFORM RENTAL	35.70
1 CINTAS CORPORATION	UNIFORM RENTAL	35.70
1 CINTAS CORPORATION	UNIFORM RENTAL	35.70
1 CINTAS CORPORATION	UNIFORM RENTAL	35.70
1 CINTAS CORPORATION	UNIFORM RENTAL	35.70
1 CINTAS CORPORATION	UNIFORM RENTAL	35.70
<b>INVOICES TOTAL:</b>		<b>249.90</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	555.08
1 CONSTELLATION ENERGY	ELECTRIC BILL	12.08

\*\* Indicates pre-issue check.

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1 NICOR GAS	GAS BILL	189.13
1 NICOR GAS	GAS BILL	232.74
<b>INVOICES TOTAL:</b>		<b>989.03</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABSOLUTE SERVICE INC	EQUIPMENT MAINTENANCE	505.83
<b>INVOICES TOTAL:</b>		<b>505.83</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	3,429.12
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	1,833.00
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	3,854.00
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	998.25
1 GREAT LAKES TURF LLC	MATERIALS & SUPPLIES	3,234.75
1 PROGRO SOLUTIONS	MATERIALS & SUPPLIES	3,189.72
1 SOIL TECHNOLOGIES CORP	POND KLEEN	622.55
<b>INVOICES TOTAL:</b>		<b>17,161.39</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	870.21
<b>INVOICES TOTAL:</b>		<b>870.21</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	99.98
1 J W TURF INC	TIRE PURCHASE	197.23
1 KIMBALL MIDWEST	MAINTENANCE SUPPLIES	229.72
1 O'REILLY AUTOMOTIVE INC	EQUIPMENT MAINTENANCE SUPPLIES	395.28
1 REINDERS INC	TIRE PURCHASE	225.38
1 WEST SIDE ELECTRIC SUPPLY INC	LIGHTING SUPPLIES	33.06
<b>INVOICES TOTAL:</b>		<b>1,180.65</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FAULKS BROS CONSTRUCTION INC	SAND PURCHASE	1,071.25
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	53.68
1 JSN CONTRACTORS SUPPLY	RAINSUITS	322.90
1 THOR GUARD INC	MAINTENANCE SUPPLIES	418.89
<b>INVOICES TOTAL:</b>		<b>1,866.72</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GOLF COURSE SUPERINTENDENTS	MEMBERSHIP RENEWAL	430.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 6/6/2017

1 ILLINOIS TURFGRASS FOUNDATION	ANNUAL MEMBERSHIP RENEWAL	125.00
	<b>INVOICES TOTAL:</b>	<b>555.00</b>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	50.00
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - MAY 2017	75.00
1 DARLING INGREDIENTS INC	SERVICE AGREEMENT	69.00
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	75.00
	<b>INVOICES TOTAL:</b>	<b>269.00</b>

**524120-UTILITIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CONSTELLATION ENERGY	ELECTRIC BILL	277.54
1 CONSTELLATION ENERGY	ELECTRIC BILL	6.03
1 NICOR GAS	GAS BILL	116.37
	<b>INVOICES TOTAL:</b>	<b>399.94</b>

**530100-MATERIALS & SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ALLIANCE PAPER & FOODSERVICE	UTILITY CART/SUPPLIES	165.10
1 CINTAS CORPORATION	FIRST AID SUPPLIES	39.45
1 EDWARD DON & COMPANY	PAPER TOWELS/ROLL TOWELS	80.32
1 EDWARD DON & COMPANY	FOOD SERVICE SUPPLIES	40.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	20.74
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	200.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	23.97
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	32.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	156.05
	<b>INVOICES TOTAL:</b>	<b>757.63</b>

**530110-UNIFORMS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS	200.00
	<b>INVOICES TOTAL:</b>	<b>200.00</b>

**532200-OFFICE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WAREHOUSE DIRECT	CORRECTION TAPE/SUPPLIES	14.56
1 WAREHOUSE DIRECT	PAPER	18.34
	<b>INVOICES TOTAL:</b>	<b>32.90</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 LEE'S FOODSERVICE PARTS & REPAIRS	EQUIPMENT MAINTENANCE SUPPLIES	174.59

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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1 TEMPERATURE ENGINEERING INC	COOLER REPAIRS	451.78
		<u>INVOICES TOTAL: 626.37</u>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN BEVERAGE CO	BEER PURCHASE	199.40
1 ELGIN BEVERAGE CO	BEER PURCHASE	34.40
1 ELGIN BEVERAGE CO	BEER PURCHASE	37.12
1 EUCLID BEVERAGE LLC	BEER PURCHASE	312.19
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	286.29
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	428.96
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	58.98
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	146.82
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	306.54
1 GRECO AND SONS INC	FOOD PURCHASE	45.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	208.52
1 GRECO AND SONS INC	FOOD PURCHASE	45.48
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	477.22
** 1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	95.19
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	58.87
1 PERFORMANCE FOODSERVICE	FOOD PURCHASE	303.47
1 SCHAMBERGER BROS INC	BEER PURCHASE	374.59
1 SCHAMBERGER BROS INC	BEER PURCHASE	323.59
1 TURANO BAKING CO	FOOD PURCHASE	100.00
1 TURANO BAKING CO	FOOD PURCHASE	38.60
1 TURANO BAKING CO	FOOD PURCHASE	40.00
		<u>INVOICES TOTAL: 3,921.23</u>

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE RENTAL/SHARPENING	17.00
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	58.00
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - MAY 2017	75.00
1 DARLING INGREDIENTS INC	SERVICE AGREEMENT	69.00
1 M & M SPECIAL EVENTS CO	CHAIR TIE RENTAL	55.00
1 MICKEY'S LINEN & TOWEL SUPPLY	LINEN SERVICES	16.00
1 MICKEY'S LINEN & TOWEL SUPPLY	LINEN SERVICES	248.34
1 MICKEY'S LINEN & TOWEL SUPPLY	LINEN SERVICES	16.00
1 MICKEY'S LINEN & TOWEL SUPPLY	LINEN SERVICES	134.49
1 MICKEY'S LINEN & TOWEL SUPPLY	LINEN SERVICES	16.00
1 MICKEY'S LINEN & TOWEL SUPPLY	LINEN SERVICES	991.82
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	75.00
		<u>INVOICES TOTAL: 1,771.65</u>

**523100-ADVERTISING**

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

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
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1 CHICAGO STYLE WEDDINGS	ADVERTISING/MARKETING SERVICES	1,633.33
1 PAUL PETERSEN	JOB RECRUITMENT SITE CHARGE	28.29
	<b>INVOICES TOTAL:</b>	<b>1,661.62</b>

**524120-UTILITIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CONSTELLATION ENERGY	ELECTRIC BILL	277.54
1 CONSTELLATION ENERGY	ELECTRIC BILL	6.03
1 NICOR GAS	GAS BILL	116.37
	<b>INVOICES TOTAL:</b>	<b>399.94</b>

**530100-MATERIALS & SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ALLIANCE PAPER & FOODSERVICE	UTILITY CART/SUPPLIES	193.45
1 CINTAS CORPORATION	FIRST AID SUPPLIES	39.44
1 EDWARD DON & COMPANY	COTTON GLOVES	190.82
1 EDWARD DON & COMPANY	PAPER TOWELS/ROLL TOWELS	80.32
1 EDWARD DON & COMPANY	FOOD SERVICE SUPPLIES	174.59
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	20.75
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	67.56
1 GORDON FOOD SERVICE INC	CREDIT - RETURNED ITEM	-33.78
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	280.02
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	94.56
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	23.98
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	32.00
1 MLA WHOLESALE INC	FLOWERS	150.90
1 MLA WHOLESALE INC	FLOWERS	115.65
1 MLA WHOLESALE INC	FLOWERS	105.00
1 PAUL PETERSEN	BANQUET TABLES	143.97
1 PAUL PETERSEN	PLASTIC APPETIZER SPOONS	50.03
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	548.16
	<b>INVOICES TOTAL:</b>	<b>2,277.42</b>

**530110-UNIFORMS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS	200.00
	<b>INVOICES TOTAL:</b>	<b>200.00</b>

**532200-OFFICE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WAREHOUSE DIRECT	WALL PANEL CLIPS/BATTERIES	33.19
1 WAREHOUSE DIRECT	STAMPS	61.70
1 WAREHOUSE DIRECT	CORRECTION TAPE/SUPPLIES	14.57
1 WAREHOUSE DIRECT	PAPER	18.35
	<b>INVOICES TOTAL:</b>	<b>127.81</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

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

**VILLAGE OF BARTLETT**  
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1 LEE'S FOODSERVICE PARTS & REPAIRS	EQUIPMENT MAINTENANCE SUPPLIES	174.59
1 TEMPERATURE ENGINEERING INC	COOLER REPAIRS	451.79
<b>INVOICES TOTAL:</b>		<b>626.38</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	8.50
1 EUCLID BEVERAGE LLC	BEER PURCHASE	101.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	848.38
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	3,425.24
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	1,738.13
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	1,153.70
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	162.05
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	551.79
1 GRECO AND SONS INC	FOOD PURCHASE	51.89
1 GRECO AND SONS INC	FOOD PURCHASE	1,039.83
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	5.00
1 GRECO AND SONS INC	FOOD PURCHASE	126.76
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	1,185.73
1 GRECO AND SONS INC	FOOD PURCHASE	269.39
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	173.40
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	210.00
1 NEW ALBERTSONS INC	FOOD PURCHASES	410.55
** 1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	95.20
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	58.87
1 PERFORMANCE FOODSERVICE	FOOD PURCHASE	436.62
1 TURANO BAKING CO	FOOD PURCHASE	100.00
1 TURANO BAKING CO	FOOD PURCHASE	386.14
1 TURANO BAKING CO	FOOD PURCHASE	32.08
1 TURANO BAKING CO	FOOD PURCHASE	122.99
<b>INVOICES TOTAL:</b>		<b>12,693.24</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PAUL PETERSEN	COMMERCIAL MICROWAVE REPLACEMENT	240.00
<b>INVOICES TOTAL:</b>		<b>240.00</b>

**5580-GOLF MIDWAY EXPENSES**

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN BEVERAGE CO	BEER PURCHASE	99.69
1 EUCLID BEVERAGE LLC	BEER PURCHASE	380.56
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	10.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	118.60
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	10.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	475.40
1 GRECO AND SONS INC	FOOD PURCHASE	405.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 6/6/2017**

1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	5.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	40.00
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	98.46
1 TURANO BAKING CO	FOOD PURCHASE	22.08
<b>INVOICES TOTAL:</b>		<b>1,664.79</b>

**6000-CENTRAL SERVICES EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO MGMT SERVICES - JULY 2017	16,650.00
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	3,062.00
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	900.00
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	238.65
<b>INVOICES TOTAL:</b>		<b>20,850.65</b>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO OFFICE TECHNOLOGY GROUP	COPIER MAINTENANCE SERVICE	48.57
1 COMCAST	VPN SERVICE	234.85
1 COMCAST	VPN SERVICE	289.85
1 COMCAST	VPN SERVICE	84.90
1 INSIGHT PUBLIC SECTOR INC	NETMOTION SOFTWARE MAINTENANCE	6,370.28
1 NETSUPPORT INC	ANNUAL MAINTENANCE PLAN RENEWAL	85.00
<b>INVOICES TOTAL:</b>		<b>7,113.45</b>

**523001-PERSONNEL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	84.00
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	196.00
<b>INVOICES TOTAL:</b>		<b>280.00</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	DOOR CLOSER INSTALLATION	405.00
1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	193.00
1 CINTAS CORPORATION	CLEANING SERVICES	92.48
1 CINTAS CORPORATION	CLEANING SERVICES	198.50
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - MAY 2017	2,705.00
1 UNIFIRST CORP	MATS	41.80
1 UNIFIRST CORP	MATS	41.80
1 UNIFIRST CORP	MATS	41.80
<b>INVOICES TOTAL:</b>		<b>3,719.38</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AT&T	TELEPHONE BILL	152.48

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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1 FIRST COMMUNICATIONS LLC	P.W. TELEPHONE CIRCUIT	311.13
1 WINDSTREAM	TELEPHONE BILL	505.66
<b>INVOICES TOTAL:</b>		<b>969.27</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	221.96
1 CONSTELLATION ENERGY	ELECTRIC BILL	46.81
<b>INVOICES TOTAL:</b>		<b>268.77</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	78.10
1 WAREHOUSE DIRECT	PAPER/HAND SOAP/PAPER TOWELS	591.35
1 WAREHOUSE DIRECT	BATTERIES/SEALS	76.05
<b>INVOICES TOTAL:</b>		<b>745.50</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMPERAGE ELECTRICAL SUPPLY INC	FLUORESCENT LIGHTS	177.84
<b>INVOICES TOTAL:</b>		<b>177.84</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLACK BOX NETWORK SERVICES	PHONE SYSTEM	28,676.47
1 SHI	NETWORK SWITCHING EQUIPMENT	19,656.00
1 SHI	NETWORK SWITCHING EQUIPMENT	2,561.00
1 SHI	NETWORK SWITCHING EQUIPMENT	7,676.00
1 TIME BUSINESS SYSTEMS INC	PHONE SYSTEM	2,870.00
1 TIME BUSINESS SYSTEMS INC	PHONE SYSTEM	213.00
<b>INVOICES TOTAL:</b>		<b>61,652.47</b>

**7000-POLICE PENSION EXPENDITURES**

**511600-REFUNDS TO PARTICIPANTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THRIFT SAVINGS PLAN	ROLLOVER OF CONTRIBUTIONS	21,774.94
<b>INVOICES TOTAL:</b>		<b>21,774.94</b>

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REIMER DOBROVOLNY & KARLSON LLC	LEGAL SERVICES	268.26
<b>INVOICES TOTAL:</b>		<b>268.26</b>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS STATE TREASURER	PENSION FUND COMPLIANCE FEE	6,952.95

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
INVOICES DUE ON/BEFORE 6/6/2017

**INVOICES TOTAL:** 6,952.95

**GRAND TOTAL:** 1,378,396.76

GENERAL FUND	361,842.86
MOTOR FUEL TAX FUND	560,787.23
MUNICIPAL BUILDING FUND	118,128.09
DEVELOPER DEPOSITS FUND	2,864.00
BREWSTER CREEK TIF MUN ACCT	1,361.78
WATER FUND	48,343.80
SEWER FUND	88,187.67
PARKING FUND	2,843.03
GOLF FUND	69,264.82
CENTRAL SERVICES FUND	95,777.33
POLICE PENSION FUND	28,996.15
<b>GRAND TOTAL</b>	<b>1,378,396.76</b>

# **APPOINTMENTS**

**JUNE 6, 2017**

## **Police Pension – 2 Year Term**

Re-appoint Dan Palmer

## **Economic Development Commission – 3 Year Term**

Re-appoint Gerald Kubaszko  
Re-appoint Robert Perri  
Re-appoint Cecilia Green

Appoint Dan Gunsteen  
Appoint Stephanie Gandsey

## **Bike and Run Plan Advisory Committee – 3 Year Term**

Re-appoint Michael Camerer

LIQUOR LICENSE ISSUANCE AS PRESENTED ON  
JUNE 6, 2017

RENEWALS

Class A	O'Hare & Vance Enterprises, Inc. dba O'Hare's Pub & Restaurant	207 S. Main St
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# Memorandum

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**To:** Paula Schumacher, Acting Village Administrator  
**From:** Scott Skrycki, Assistant to the Village Administrator  
**Date:** May 25, 2017  
**Re:** Bartlett Fourth of July Liquor License

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The Bartlett Fourth of July Committee has submitted an application for a Class D liquor license for the 2017 Fourth of July festival June 30 through July 4, 2017 at Apple Orchard Community Park.

The Class D license allows for the sale of alcoholic liquor for consumption on the licensed premises for a special event.

The appropriate certificate of insurance has been submitted by the 4<sup>th</sup> of July Committee.

**Motion:**

I move to approve the Class D Liquor License application of the Bartlett Fourth of July Committee for the 2017 4<sup>th</sup> of July festival, June 30 -July 4, 2017 at Apple Orchard Community Park.

VILLAGE OF BARTLETT  
CLASS D LIQUOR LICENSE APPLICATION

DATE: 5/9/17  
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: BARTLETT 4<sup>th</sup> of July Committee

Mailing Address of Organization: c/o TED LEWIS 501 HAWTHORNE BARTLETT 60103

Contact Name: TED LEWIS Telephone Number: 630-830-1332

Date License is requested for: 6/30/2015 - 7/05/2016

Location of sponsored event: NW CORNER OF STEARNS + SOUTH BARTLETT Rds

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.

*[Signature]* President\*  
Signature  
*[Signature]* CHAIRMAN  
Signature Secretary

Subscribed and sworn by TANYA CLINITE THEODORE LEWIS  
Before me this 8<sup>th</sup> day of MAY, 2017

*[Signature]*  
Notary Public



\*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

DATE (MM/DD/YYYY)

05/12/2017

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 have **ADDITIONAL INSURED** provisions or 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).

<b>PRODUCER</b> Bartlett Insurance Group 804 West Bartlett Road Bartlett, IL 60103 TK Insurance LLC		<b>630-830-3232</b>	<b>CONTACT NAME:</b> TK Insurance LLC <b>PHONE (A/C, No, Ext):</b> 630-830-3232 <b>E-MAIL ADDRESS:</b> klesch@bigonline.net	<b>FAX (A/C, No):</b> 630-830-3258
<b>INSURED</b> Bartlett Fourth of July Committee Apple Orchard Community Park Streamns Rd. & S. Bartlett Rd. Bartlett, IL 60103		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Specialty Insurance		<b>NAIC #</b>
		<b>INSURER B:</b>		
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

**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  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		A269275	06/27/2017	07/06/2017	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>Excluded</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Liquor Liability</b>			A269318	06/30/2017	07/05/2017	<b>Aggregate</b> \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The Village of Bartlett, its Local Liquor Commissioner, 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 licensees are named as Additional Insureds.

<b>CERTIFICATE HOLDER</b>  VILL007  Village of Bartlett 228 South Main Street Bartlett, IL 60103	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Agenda Item Executive Summary

Item Name      Brewster Creek Business Park Lot 9B2- Ridge      Committee  
BC2      or Board      Board

## BUDGET IMPACT

Amount:      N/A      Budgeted      N/A

List what  
fund      N/A

## EXECUTIVE SUMMARY

### Request for a **SITE PLAN REVIEW**

The proposed 186,000 square foot industrial building/warehouse will be located on Lot 9B2 in the Brewster Creek Business Park on the south side of Brewster Creek Boulevard about 0.48 miles west of Munger Road. This building would be constructed for two future tenants. This facility would be constructed as a core and shell building and have tenant offices built out at the time of lease.

The **Plan Commission** reviewed the Petitioner's request at their meeting on May 1, 2017. The Commission recommended **approval** of the Site Plan subject to the conditions and findings of fact outlined in the Staff Report.

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

## ATTACHMENTS (PLEASE LIST)

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

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance- Move to approve Ordinance #2017-\_\_\_\_\_ An Ordinance Granting Site Plan Approval on Lot 9B2 (Ridge BC2) in the Brewster Creek Business Park
- Motion

Staff:      Jim Plonczynski, Com Dev Director

Date:      05/26/2017

**COMMUNITY DEVELOPMENT MEMORANDUM**  
**17-101**

DATE: May 26, 2017  
TO: Paula Schumacher, Acting Village Administrator  
FROM: Jim Plonczynski, Community Development Director  
RE: **(#17-09) Brewster Creek Business Park Lot 9B2- Ridge BC2**

---

**PETITIONER**

Russell Scurto with Triumph Construction on behalf of Ridge Development Company

**SUBJECT SITE**

Lot 9B2 in the Brewster Creek Business Park, Unit 1, located on the south side of Brewster Creek Blvd. about 0.48 miles west of Munger Road

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

**REQUEST**

Site Plan Review

**EXISTING AND PROPOSED CONDITIONS**

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

**DISCUSSION**

1. The petitioner is requesting a Site Plan Review for a proposed 186,000 square foot industrial building/warehouse on a 10.5 acre lot in the Brewster Creek

Business Park, Unit 1. This building would be constructed for two future tenants. This facility would be constructed as a core and shell building and have tenant offices built out at the time of lease.

2. The proposed building will be constructed of smooth form finished white pre-cast concrete wall panels with grey and blue accents. The two proposed office areas will be located on the north and south sides of the building. The building height would be 41'-2".
3. The Site Plan shows 35 exterior docks, 2 drive-in doors and 2 future drive-in doors on the east side of the building.
4. Two curb cuts are proposed along Brewster Creek Boulevard. The west curb cut would primarily be used for passenger cars to access the parking lots. The eastern curb cut would primarily be used by trucks to access the loading areas.
5. The Zoning Ordinance requires 172 parking stalls for the warehouse and 51 stalls for the office space totaling 223 parking stalls. The Site Plan identifies 224 car parking stalls, including six (6) handicapped accessible stalls. This would meet the Zoning Ordinance requirements. There are also 37 land-banked/future parking stalls provided and 22 land-banked/future trailer stalls provided.
6. The Landscape, Engineering and Lighting Plans are currently being reviewed.

### **RECOMMENDATION**

1. The Staff recommends **approval** of the petitioner's request subject to the following conditions and Findings of Fact:
  - A. Staff approval of the Engineering Plans, Landscape Plan & Photometric Plan;
  - B. Signage shall be reviewed and approved separately by the Community Development Department in accordance with the Sign Ordinance;
  - C. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to Community Development for review and approval by the Village Arborist and a bond posted in the approved amount for its future installation;
  - D. Landscaping must be installed within one year of the issuance of a building permit;
  - E. Findings of Fact (Site Plan):

- i. That the proposed warehouse is a permitted use in the I-2 EDA Zoning District;
  - ii. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
  - iii. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
  - iv. That the site plan provides for the safe movement of pedestrians within the site;
  - v. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)
  - vi. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.
2. The **Plan Commission** reviewed the petitioner's request at their meeting on May 11, 2017. The Commission recommended **approval** subject to the conditions and findings of fact outlined in the Staff Report.
  3. Minutes from the Plan Commission meeting, the Ordinance, including exhibits and additional background information are attached for your review.

ALZ//Attachments

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

**AN ORDINANCE GRANTING SITE PLAN APPROVAL  
ON LOT 9B2 (RIDGE BC2) IN THE  
BREWSTER CREEK BUSINESS PARK**

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**WHEREAS**, Triumph Construction Services Corp. (the “Developer”) has filed a petition on behalf of Ridge Development Company, (the “Contract Purchaser”) for property legally described on **Exhibit A** attached hereto (the “Subject Property”) in the Brewster Creek Business Park for a Site Plan approval (the “Petition”); and

**WHEREAS**, the owner of the Subject Property, Elmhurst Chicago Stone, has consented to the filing of the Petition; and

**WHEREAS**, the Bartlett Plan Commission reviewed the Site Plan on May 11, 2017 with respect to the Petition (Case #17-09) and has recommended to the corporate authorities that the Site Plan be approved subject to the conditions and findings of fact set forth in its report; and

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

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

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

1. That the proposed warehouse is a permitted use in the I-2 EDA Zoning District;
2. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
3. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
4. That the site plan provides for the safe movement of pedestrians within the site;
5. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed

development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)

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

**SECTION TWO:** That the Subject Property shall be developed in strict accordance with the Site Plan prepared by Harris Architects Inc., dated March 30, 2017 and last revised May 21, 2017 attached hereto as **Exhibit B**; the Building Elevations prepared by Harris Architects Inc., dated March 30, 2017 and last revised May 17, 2017 attached hereto as **Exhibit C**, and the Landscape Plans prepared by Eriksson Engineering Associates, Ltd., dated March 29, 2017 and last revised May 18, 2017 attached hereto as **Exhibit D** each of which are expressly made a part of this Ordinance and are collectively referred to as the "Site Plan" are hereby approved, subject to the conditions set forth in Section Three of this Ordinance.

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

- A. Staff approval of the Engineering Plans, Landscape Plan & Photometric Plan;
- B. Signage shall be reviewed and approved separately by the Community Development Department in accordance with the Sign Ordinance;
- C. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to Community Development for review and approval by the Village Arborist and a bond posted in the approved amount for its future installation;
- D. Landscaping must be installed within one year of the issuance of a building permit;

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED this 6<sup>th</sup> day of June, 2016**

**APPROVED this 6<sup>th</sup> day of June, 2016**

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

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

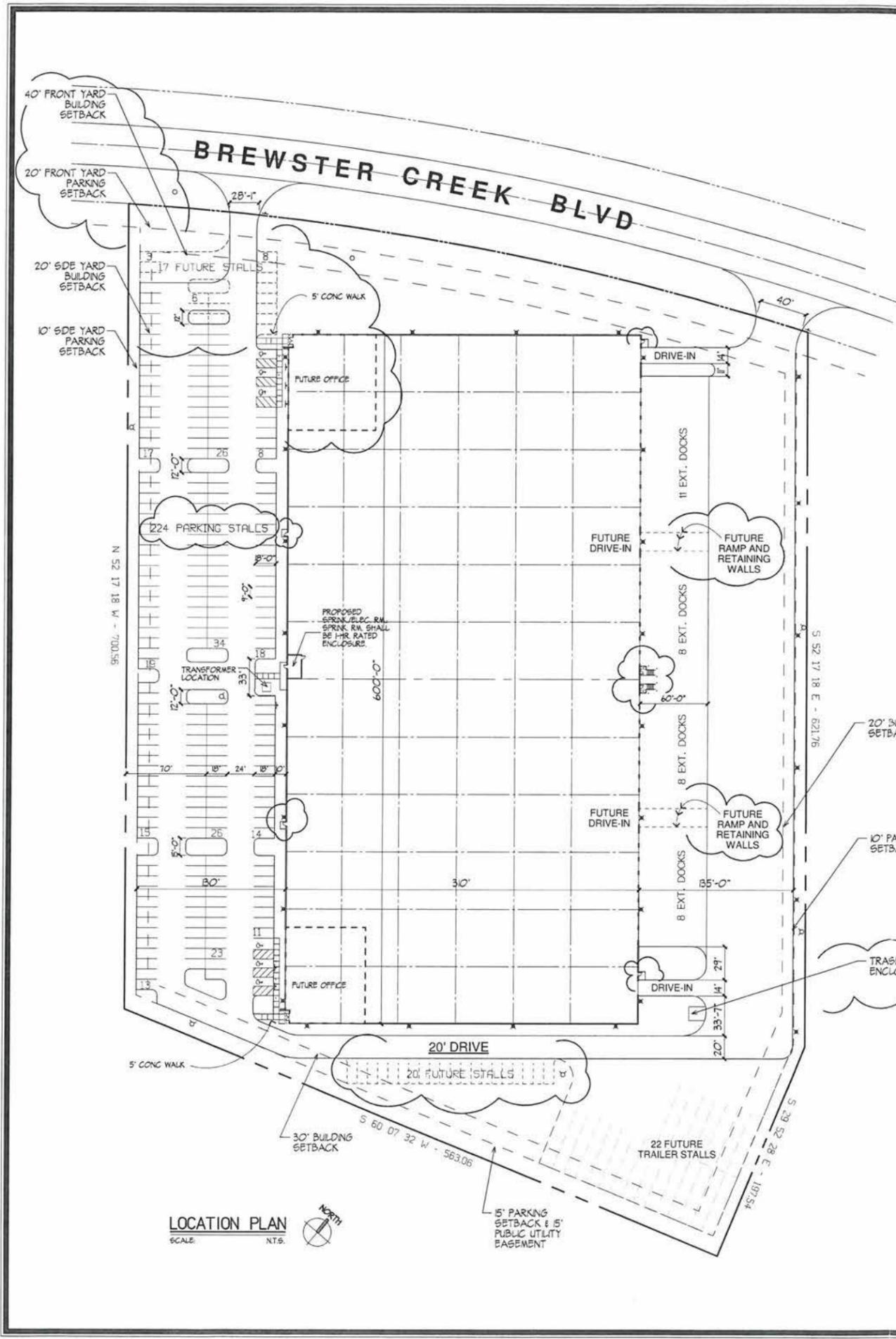
**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2017-\_\_\_\_\_, enacted on June 6, 2017 and approved on June 6, 2017, as the same appears from the official records of the Village of Bartlett.

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

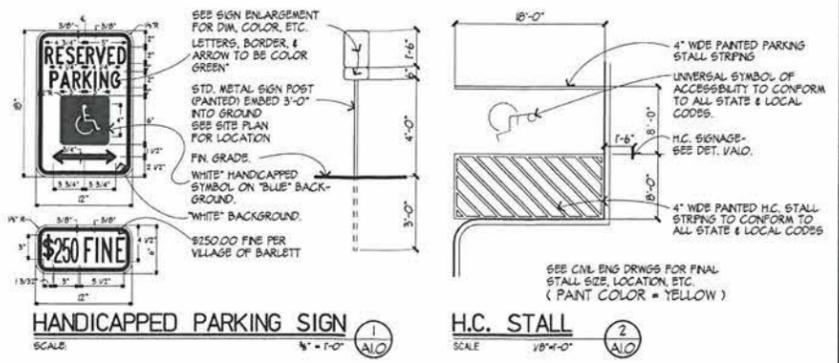
## EXHIBIT A

Lot 9L IN THE ASSESSMENT PLAT OF PARTS 9 AND 10 IN BREWSTER CREEK BUISINESS PARK UNITS 1 & 2 BARTLETT, ILLINOIS, BEING A SUBDIVISION OF PART OF SECTIONS 4 AND 5, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THIRD PRINCIPLE MERIDIAN, ACCORDING TO THE PLAT THEROF RECORDED SEPTEMBER 15, 2015 AS DOCUMENT R2015-102954, IN DUPAGE COUNTY, ILLINOIS.



THIS IS TO CERTIFY THAT THE UNDERSIGNED IS FAMILIAR WITH THE BARTLETT BUILDING CODE, INCLUDING BUT NOT LIMITED TO, THE 2021 INTERNATIONAL BUILDING CODE W/AMENDMENTS, 2021 INTERNATIONAL RESIDENTIAL CODE W/AMENDMENTS, 2021 INTERNATIONAL MECHANICAL CODE W/AMENDMENTS, 2021 ILLINOIS STATE PLUMBING CODE W/AMENDMENTS, 2021 NATIONAL ELECTRIC CODE W/AMENDMENTS, 2021 INTERNATIONAL ENERGY CONSERVATION CODE W/AMENDMENTS, 2021 INTERNATIONAL FIRE CODE INCL. APPENDICES 9.C.D. W/AMENDMENTS, 2021 INTERNATIONAL FUEL GAS CODE W/AMENDMENTS, LATEST EDITION ILLINOIS ACCESSIBILITY CODE EACH OF WHICH HAS BEEN INCORPORATED THEREIN BY REFERENCE, AND THE UNDERSIGNED IS FAMILIAR WITH THE VILLAGE DELETIONS, MODIFICATIONS, ADDITIONS, AND AMENDMENTS TO SAID REFERENCED CODES AND REGULATIONS. IT IS UNDERSTOOD THAT THE APPROVAL OF PLANS SUBMITTED TO THE BUILDING DEPT. FOR REVIEW IS A CONDITIONAL REVIEW ONLY AND CONSTRUCTION SHALL BE SUBJECT TO ALL PROVISIONS OF THE AFORESAID BARTLETT BUILDING CODE. IT IS FURTHER UNDERSTOOD THAT IN THE EVENT OF A CONFLICT BETWEEN THE APPROVED PLANS AND THE PROVISIONS OF THE BARTLETT BUILDING CODE, THE BARTLETT BUILDING CODE SHALL CONTROL AND BE THE FINAL AUTHORITY.

PATRICK C. HARRIS



### CONSTRUCTION DATA

BUILDING CODE: 2021 ILLINOIS STATE PLUMBING CODE W/AMENDMENTS  
 BUILDING HEIGHT: 32'-0" CLEAR INTERIOR - 1/2" PRECAST AT PARAPET +4'-6"  
 ZONING: 1-2 SDA ECONOMIC OVERLAY DISTRICT OVERLAY DISTRICT  
 CONSTRUCTION TYPE: TYPE 2B-UNPROTECTED NON-COMBUSTIBLE, UN-LIMITED AREA  
 OCCUPANCY TYPE: 3- BUSINESS (ACCESSORY TO MAJOR USE)  
 HANDICAPPED PARKING: HANDICAPPED PARKING AND SIGNS PER APRIL 1997 STATE OF ILLINOIS ACCESSIBILITY STANDARDS  
 FIRE PROTECTION: BUILDING TO BE EQUIPPED THROUGHOUT WITH ES-FR AUTOMATIC FIRE SUPPRESSION SYSTEM DESIGNED FOR NFPA 8 FOR CLASS IV COMMODITIES AS DEFINED IN NFPA 254C. REFER TO FIRE PROTECTION DRAWINGS BY OTHERS.

GENERAL NOTES:  
 1. SEE CIVIL ENGINEERING DRAWINGS FOR OTHER DIMENSIONS, NOTES AND DETAILS.  
 2. ALL DIMENSIONS ARE FROM FACE OF CURB OR BUILDING UNLESS NOTED OTHERWISE.  
 3. ROOF TOP UNITS WILL BE SCREENED AS REQ'D.  
 4. EXACT LOCATION OR PLACEMENT OF NEW BLDGS. INDICATED ABOVE SHALL BE DETERMINED BY LAND SURVEYOR HIRSD BY G.C. AND SHALL COORDINATE & INFORM THE ARCHITECT OF ANY DISCREPANCY PRIOR TO STARTING WORK.  
 5. HIGH EFFICIENCY HEATING & COOLING SYSTEMS, ENERGY STAR APPLIANCES SHALL BE REQ'D.

### SITE DATA

SITE AREA: (1/4) 10.50 ACRES (1/4) 457,092 S.F.  
 GROSS BUILDING AREA: 186,000 S.F.  
 OFFICE AREA: 13,950 S.F.  
 WAREHOUSE / STORAGE: 172,050 S.F.  
 TOTAL BUILDING: 186,000 S.F.  
 FLOOR AREA RATIO: 0.41  
 PAVEMENT AREA (20%): 161,797 S.F.  
 GREEN SPACE REQUIRED: 20%  
 GREEN SPACE PROVIDED (22.3%): 10,1874 S.F.

AUTO PARKING REQUIRED (PER I-2 "EDA" ZONING):  
 OFFICE (1275 S.F.): 51 CARS  
 WAREHOUSE (17000 S.F.): 172 CARS  
 TOTAL PARKING REQUIRED: 223 CARS  
 PARKING PROVIDED: 224 CARS  
 LANDBANKED PKG. PROVIDED: 37 CARS  
 EXTERIOR DOCKS: 36 DOCKS  
 FUTURE TRAILERS: 22 TRAILERS  
 DRIVE IN DOORS: 2 DOCKS  
 FUTURE DRIVE IN DOORS: 2 DOCKS

### OCCUPANCY LOAD

OCCUPANT LOAD	BUILDING AREA	PER 100 S.F.
OFFICE - 8,150 S.F. / 100 S.F.	140 PEOPLE	
WAREHOUSE - 172,050 S.F. / 100 S.F.	344 PEOPLE	
<b>TOTAL OCCUPANT LOAD</b>	<b>484 PEOPLE</b>	

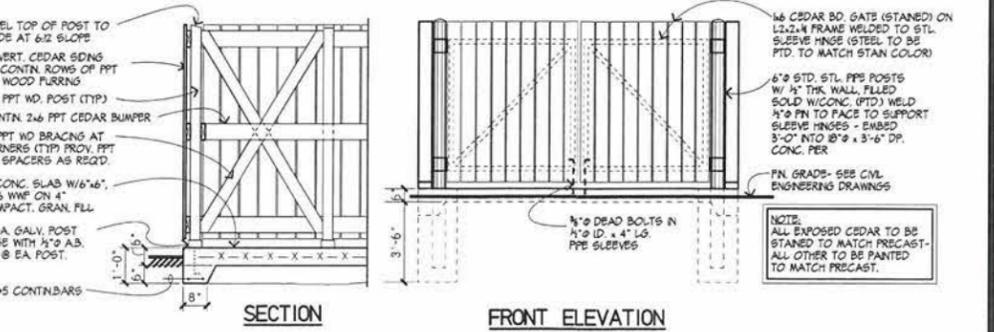
AREAS WITH REQUIRED 5' CLEARANCE:  
 OFFICE - 5' x 40'  
 WAREHOUSE - 5' x 441'

### INDEX TO DRAWINGS

A10	SITE PLAN, SITE DATA & DETAILS
A20	BUILDING ELEVATIONS
A30	BUILDING FLOOR PLAN
A31	PARTIAL FLOOR PLAN - NORTH
A32	PARTIAL FLOOR PLAN - SOUTH
A40	DOOR AND ROOM FINISH SCHEDULES
A50	WALL SECTIONS
A61	WALL SECTIONS
A62	PARTIAL FOUNDATION PLAN - NORTH
A63	PARTIAL FOUNDATION PLAN - SOUTH
A64	CONCRETE DETAILS
A65	PARTIAL STEEL FRAMING PLAN - NORTH
A66	PARTIAL STEEL FRAMING PLAN - SOUTH
A67	STEEL DETAILS
A68	STEEL DETAILS
A69	SPECIFICATIONS
A70	SPECIFICATIONS



LOCATION PLAN  
SCALE: N.T.S.



SECTION FRONT ELEVATION  
10' x 14' FUTURE TRASH ENCLOSURE  
SCALE: 3/8" = 1'-0"

**RIDGE DEVELOPMENT**  
 186,000 SF SPECULATIVE OFFICE/WAREHOUSE  
 BREWSTER CREEK BUSINESS PARK, BARTLETT ILLINOIS

**TRIUMPH**  
CONSTRUCTION SERVICES CORPORATION

**HARRIS ARCHITECTS INC.**  
ARCHITECTURE PLANNING INTERIORS 8007-118 813031000  
COPYRIGHT © 2016 BY PATRICK C. HARRIS

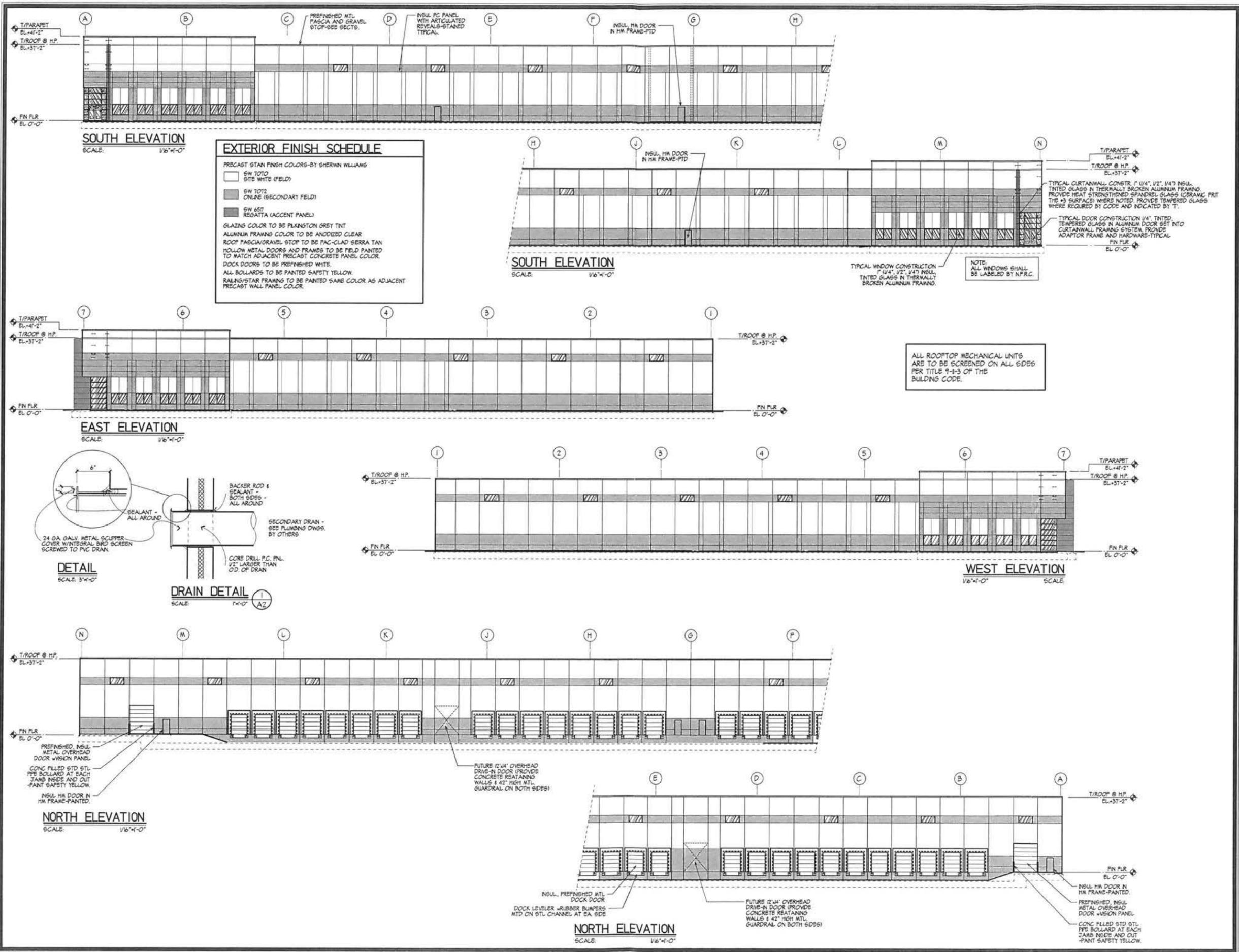
NEW MULTI-TENANT FACILITY FOR: DESIGN REGISTRATION # 84-000373  
**RIDGE DEVELOPMENT**  
 BREWSTER CREEK BUSINESS PARK - LOT 9B2

ISSUED FOR SITE PLAN REVIEW 3-30-2017  
 REVISED SITE PLAN 4-19-2017  
 REVISED PER REVIEW 5-21-2017

PROJECT NO. 21106  
 DRAWN BY: D.K.  
 DATABASE: 21106SITE.DB

SHEET NO. **A1.0**  
 1 OF 4 SHEETS

RECEIVED  
 COMMUNITY DEVELOPMENT  
 MAY 23 2017  
 VILLAGE OF BARTLETT





**Case # 17-09 Ridge BC2 –Brewster Creek Business Park Lot 9B2  
Site Plan Review**

**A. Zubko** stated the petitioner is requesting a Site Plan Review for a proposed 186,000 square foot industrial warehouse/building on a 10.5 acre lot. This building would be constructed for two future tenants. This facility would be constructed as a core and shell building and have tenant offices built out at the time of lease. The Site Plan shows 35 exterior docks, 2 drive-in doors and 2 future drive-in doors on the east side of the building. Two curb cuts are proposed along Brewster Creek Boulevard. The west curb cut would primarily be used for passenger cars to access the parking lots. The eastern curb cut would primarily be used by trucks to access the loading areas. The Zoning Ordinance requires 172 parking stalls, 51 stalls for the office space totaling 223 parking stalls. The Site Plan identifies 224 stalls, including six (6) handicapped accessible stalls required. There are also 37 land-banked/future parking stalls provided and 22 land-banked/future trailer stalls provided if needed in the future as well. Staff recommends approval of the petitioner's request subject to the following conditions and Findings of Fact.

**J. Lemberg** asked the Petitioner to state his name and address

Petitioner stated, **Russell Scurto** 437 E. Barry, Barrington, IL.

**J. Lemberg** asked the members if anyone had any questions.

**T. Ridenour** stated he sees the 22 trailer stalls but could not find the 37 parking stalls.

**A. Zubko** pointed out (on overhead screen) 20 stalls on the plans as well as the truck trailer stalls.

**T. Ridenour** stated at first he didn't see the car stalls but did see the truck stalls.

**A. Hopkins** asked **Russell Scurto** if there are any potential tenants and the answer was not at this time.

**J. Lemberg** asked if anyone had any other questions. No one came forward. **J. Lemberg** asked for a motion to approve the petitioners request subject to conditions and Findings of Fact.

**Motioned by: J. Miaso**

**Seconded by: T. Connor**

**Roll Call**

**Ayes: T. Ridenour, J. Miaso, D. Negele, A. Hopkins, M. Hopkins, T. Connor and J. Kallas**

**Nays: None**

**Motion Carried**

April 4, 2017

President and Board of Trustees  
Village of Bartlett  
288 S. Main St.  
Bartlett, IL 60103

**Re: RIDGE BC 2  
Proposed Multi-Tenant Speculative Building  
Lot #9B2, Brewster Creek Business Park  
Bartlett, Illinois**

President and Board of Trustees:

Triumph Construction Services Corporation formally requests site plan review for the new construction of a 186,000 SF Multi-Tenant Speculative Industrial Facility (RIDGE BC 2) for Ridge Development Company to be located on Lots 9B2 consisting of approximately 10.50 acres along Brewster Creek Blvd in the Brewster Creek Business Park.

Building construction shall consist of load bearing, smooth form finished precast concrete wall panels with decorative architectural accent reveals. Decorative staining, prefinished aluminum and tinted glass storefront entries and windows coupled with professional landscape will also enhance building aesthetics. The proposed building design and usage blends nicely with existing buildings located within the Brewster Creek Business Park.

Triumph Construction Services Corporation greatly appreciates consideration for approval and looks forward to working in your community again.

Sincerely,  
Triumph Construction Services Corporation

Russell Scurto III  
Vice President

RECEIVED  
COMMUNITY DEVELOPMENT

APR 05 2017

VILLAGE OF  
BARTLETT



# VILLAGE OF BARTLETT SITE PLAN APPLICATION

For Office Use Only  
Case # 2017-09  
RECEIVED  
COMMUNITY DEVELOPMENT  
APR 05 2017  
VILLAGE OF  
BARTLETT

**PROJECT NAME** Ridge BC2

**PETITIONER INFORMATION (PRIMARY CONTACT)**

**Name:** Russell Scurto III

**Street Address:** 2763 Pinnacle Drive

**City, State:** Elgin. IL

**Zip Code:** 60124

**Email Address:** rs@triumphconstructionservices.com

**Phone Number:** 847-608-7982

**Preferred Method to be contacted** Phone

**PROPERTY OWNER INFORMATION**

**Name:** Ridge Development Company

**Street Address:** 200 W. Madison Suite 1200

**City, State:** Chicago. IL

**Zip Code:** 60606

**Phone Number:** 312-881-7000

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

**SITE PLAN DESCRIPTION** (Use: commercial, industrial or office, square footage, # of units, etc.)  
Site and Building Construction of a 186.000 SF Multi -Tenant Speculative Industrial Facility

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**PROPERTY INFORMATION**

**Common Address/General Location of Property:** Lot 9B2 of Brewster Creek Business Park

**Property Index Number ("Tax PIN"/"Parcel ID"):** 01-05-204-006-0000

**Acreage:** 10.50

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

**Land Use:** Existing: Vacant

Proposed: See Dropdown

Proposed: Industrial

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

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

**Attorney** Law Offices of Palmisano & Moltz  
19 S. LaSalle Street- Chicago. IL 60603

**Engineer** Eriksson Engineering Associates LTD.  
145 Commerce Drive. Ste. A- Grayslake. IL 60030

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

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

**FINDINGS OF FACT FOR SITE PLANS**

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

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

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

Yes. proposed use is a permitted use. The proposed use is industrial

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

Yes. the site and building have been designed to be compatible with adjacent land uses.

3. The vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well.

Yes. the site has been designed for safe. efficient and convenient movement of traffic on and off-site

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

Yes. the majority of the pedestrian parking has been located for safe movement of pedestrians from truck maneuvering areas.

5. There is sufficient mixture of grass, trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public. Any part of the site plan area not used for buildings, structures, parking or accessways shall be landscaped with a mixture of grass, trees and shrubs. (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements)

Yes. the landscaping will be completed in accordance with the Village of Bartlett's ordinances. and be compatible with adjacent land uses

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

Yes. the proposed landscaping shall screen parking areas as required per Village of Bartlett ordinances.

**ACKNOWLEDGEMENT**

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

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

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

SIGNATURE OF PETITIONER: 

PRINT NAME: Russell Scurto III

DATE: 4-4-2017

**REIMBURSEMENT OF CONSULTANT FEES AGREEMENT**

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

NAME OF PERSON TO BE **BILLED**: Triumph Construction Services Corporation

ADDRESS: 2763 Pinnacle Drive  
Elgin, IL 60124

PHONE NUMBER: 847-608-7982

EMAIL: rs@triumphconstructionservices.com

SIGNATURE: 

DATE: 4-4-2017

# ZONING/LOCATION MAP

Brewster Creek BP Lot 9B2  
Case #17-09 Site Plan Review  
PIN 01-05-204-006





CONCEPTUAL ARCHITECTURAL RENDERING

**RIDGE BC2**  
**LOT 92B BREWSTER CREEK BUSINESS PARK**  
BARTLETT, IL

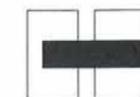
 **TRIUMPH**  
CONSTRUCTION SERVICES CORPORATION

 **RIDGE**  
DEVELOPMENT  
a Transwestern Company

RECEIVED  
COMMUNITY DEVELOPMENT

APR 05 2017

VILLAGE OF  
BARTLETT



**HARRIS ARCHITECTS, INC.**  
WWW.HARRISARCHITECTS.COM 847.303.1155



**COMMUNITY DEVELOPMENT MEMORANDUM**  
**17-105**

DATE: May 26, 2017

TO: Paula Schumacher, Acting Village Administrator

FROM: Jim Plonczynski, Community Development Director

RE: **Complete Streets Policy**

---

**BACKGROUND**

At the June 30, 2016 Bike and Run meeting, the Committee recommended **approval** of the **Bicycle Plan for Wayne Township**. One of the near-term goals of that plan is for municipalities to adopt a Complete Streets Policy. The Village Board passed a resolution supporting the Wayne Township Bicycle Plan on August 16, 2016. The **Transit Oriented Development Plan for Downtown (TOD Plan)**, approved by the Village Board on October 18<sup>th</sup>, 2016, also includes a recommendation for the Village to adopt a Complete Streets Policy.

The Bike and Run Committee began discussing Complete Streets at their June 30, 2016 meeting. The Committee requested additional information from Staff on Complete Street policies and continued the discussion at their September 29, 2016 meeting.

At the Bike and Run Committee's January 19, 2017 meeting, Staff provided the Committee with examples of Complete Streets policies from several municipalities. The Committee directed Staff to prepare a Complete Street policy for their review.

**DISCUSSION**

At the direction of the Bike and Run Committee, Staff prepared a Complete Streets Policy for the Village.

The Complete Streets Policy:

- States the Village's commitment to creating a transportation network for all users;
- Summarizes the benefits of a Complete Street Policy;
- Outlines how Complete Streets will be incorporated into the Village's planning, review and construction of transportation projects;
- Lists specific exemptions to the policy; and
- Includes measures that will be used to document the success of the policy

**RECOMMENDATION**

1. The Bike and Run Committee reviewed the draft Complete Streets Policy at their March 30, 2017 meeting. The Committee **recommended approval** of the Complete Streets Policy.
2. The Committee of the Whole reviewed the Policy at their meeting on May 16, 2017 and forwarded the petition to the Village Board for a final vote.
3. A Resolution approving the Complete Streets Policy, along with the Policy, are attached for your review and consideration.

ALZ//Attachments

X:\Comdev\mem2017\105\_CompleteStreets\_vb.docx

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

**A RESOLUTION ADOPTING A COMPLETE STREETS POLICY**

---

**WHEREAS**, the Village of Bartlett is committed to developing a comprehensive, integrated, and connected transportation network where every roadway user can travel safely and comfortably and where sustainable transportation options are available to everyone by planning, designing, operating, and maintaining a network of Complete Streets; and

**WHEREAS**, a Complete Streets Policy shall incorporate the needs of all users through the planning, design, approval, and implementation processes for any construction, reconstruction, or retrofit of streets, or other portions of the transportation network, including pavement resurfacing, restriping, and signalization operations, if the safety and convenience of users can be improved within the scope of the work; and

**WHEREAS**, the Bartlett Bike and Run Committee reviewed the Complete Streets Policy at their March 30, 2017 meeting and have made their recommendation for approval to the corporate authorities; and

**WHEREAS**, the corporate authorities have considered the recommendations of the Bike and Run Committee and have determined it is in the public interest to approve the Complete Streets Policy to provide for safe and convenient access for all users of the road; and

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, adopts the Complete Streets Policy attached as **Exhibit A** and should serve as a guide for future development in the Village.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED this 6<sup>th</sup> day of June, 2016**

**APPROVED this 6<sup>th</sup> day of June, 2016**

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

**ATTEST:**

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

**CERTIFICATION**

**I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2017-\_\_\_\_\_, enacted on June 6, 2017 and approved on June 6, 2017, as the same appears from the official records of the Village of Bartlett.**

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

### **1. PURPOSE**

The Village of Bartlett is committed to developing a comprehensive, integrated, and connected transportation network where every roadway user can travel safely and comfortably and where sustainable transportation options are available to everyone by planning, designing, operating, and maintaining a network of Complete Streets.

### **2. DEFINITION**

Complete Streets are facilities designed, operated, and maintained to assure safe mobility for users of all ages and abilities, including pedestrians, cyclists, transit riders, and motorists, appropriate to the function and context of the facility.

### **3. FINDINGS**

Complete Streets provide the following benefits:

- A. Increased Transportation Choices: Streets that provide travel choices can give people the option to avoid traffic congestion and increase the overall capacity of the transportation network.
- B. Improved Safety: Design and accommodation for bicyclists and pedestrians reduces the incidence of crashes.
- C. Quality of Place: Increased bicycling and walking are indicative of vibrant and livable communities.
- D. Economic Development: Complete streets can reduce transportation costs and travel time while increasing property values and job growth in communities.
- E. Improved Return on Infrastructure Investments: Integrating sidewalks, bike lanes, transit amenities, and safe crossings into the initial design of a project spares the expense of retrofits later.
- F. Health: Public health experts encourage walking and bicycling as a response to the obesity epidemic. Streets that provide options for bicycling and walking help people of all ages get physical activity and gain independence.
- G. Equity: Mobility and access to opportunity should not be dependent on owning an automobile. Improved mobility for all users including non-drivers, youth, older citizens and those without access to an automobile.

### **4. POLICY**

The Village of Bartlett's Complete Streets Policy shall incorporate the needs of all users through the planning, design, approval, and implementation processes for any construction, reconstruction, or retrofit of streets, or other portions of the transportation network, including pavement resurfacing, restriping, and signalization operations, if the safety and convenience of users can be improved within the scope of the work.

- A. Create a comprehensive, integrated, connected multi-modal network by providing connections to bicycling and walking trip generators such as employment, education, residential, recreational and public facilities, as well as retail and transit centers.
- B. Provide safe and accessible accommodations for existing and future pedestrian, bicycle and transit facilities.
- C. Establish a checklist of pedestrian, bicycle and transit accommodations such as accessible sidewalks, curb ramps, crosswalks, countdown pedestrian signals, signs, median refuges, curb extensions, pedestrian scale

lighting, bike lanes, shoulders and bus shelters with the presumption that they shall be included in each project unless supporting documentation against inclusion is provided and is found to be justifiable.

- D. Establish a procedure to evaluate resurfacing projects for Complete Streets inclusion according to length of project, local support, environmental constraints, total available right-of-way, funding resources and bicycle and/or pedestrian compatibility.
- E. Address the need for bicyclists and pedestrians to cross corridors as well as travel along them. The design of intersections shall accommodate bicyclists and pedestrians in a manner that is safe, accessible and convenient.
- F. Design bicycle and pedestrian facilities to the best currently available standards and practices including the American Association of State Highway Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities, the AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities, the AASHTO Green Book: A Policy on Geometric Design of Highways and Streets, the National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide, the Federal Highway Administration (FHWA) Highway Capacity Manual (HCM), the FHWA Manual of Uniform Traffic Control Devices (MUTCD), the Americans with Disabilities Act Accessibility Guidelines (ADAAG), and others as related. Methods for providing flexibility within safe design parameters, such as context sensitive solutions and design, will be considered.
- G. Make provisions for pedestrians and bicyclists when closing roads, bridges or sidewalks for construction projects.
- H. Consider connections for Safe Routes to Schools, trail crossings, and areas or population groups with limited transportation options.
- I. Comply with the Americans with Disabilities Act (ADA).
- J. Complement the context of the surrounding community.
- K. Update all necessary and appropriate codes, standards, and ordinances to ensure that design components for all modified streets follow the intent of the policy.
- L. Identify current and potential future sources of funding for street improvements.
- M. Establish performance measures to evaluate the success of the adopted policy.

## **5. EXEMPTIONS**

Exemptions to the Complete Streets Policy must be documented in writing by either the Director of Public Works or Village Engineer with supporting data that indicates the reason for the decision and are limited to the following:

- A. Non-motorized users are prohibited on the roadway.
- B. There is documentation that there is an absence of current and future need.
- C. The cost of accommodations for a particular mode is excessively disproportionate to the need and potential benefit of a project.
- D. The accommodations for a particular mode would have a negative impact on environmentally sensitive areas.

- E. The project only involves ordinary maintenance activities designed to keep assets in acceptable condition, such as cleaning, sealing, spot repairs, patching, and surface treatments, such as micro-surfacing.

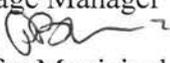
## **6. EVALUATION**

The Village of Bartlett shall document the success of the Complete Streets Policy using the following measures:

- A. Number of new miles of on-street bicycle routes defined by streets with clearly marked or signed bicycle accommodations.
- B. Number of new miles of bicycle and pedestrian side paths and sidewalks.
- C. Number of new bicycle parking spaces.
- D. Number of linear feet of new or reconstructed bicycle and pedestrian accommodations.
- E. Number of new or reconstructed accessible curb ramps.
- F. Total number of funded bicycle and pedestrian projects and new facilities.



**POLICE DEPARTMENT MEMORANDUM**  
**17-35**

DATE: May 23, 2017  
TO: Paula Schumacher, Acting Village Manager  
FROM: Patrick Ullrich, Chief of Police   
RE: Intergovernmental Agreement for Municipal Jail Services

When the demolition of the police department begin, one of the first areas to come down includes the department's detention and processing areas. As a result, the department will need to enter into an intergovernmental agreement with another police department in order to process and house its arrestees.

Therefore, I have spoken to Hanover Park Chief of Police Michael Menough, who has agreed to permit our officers to utilize Hanover Park Police Department's lock up facility to process and house our prisoners during the construction of our new police department.

Since we will not have any secure areas to process arrestees during the eighteen (18) months of the project, all Bartlett arrestees will be processed at Hanover Park Police Department. However, for the first six (6) months of the project, the Bartlett Police Department will still have one operational jail cell, which is located outside our Investigations Section. In the event we have someone who needs to be housed during that first six (6) month period, we intend to use that cell to hold the arrestee.

Once Phase II of the project begins, the lone remaining Bartlett jail cell will be demolished. From that time until the completion of the project, all Bartlett arrestees requiring detention will be housed at Hanover Park Police Department.

The proposed INTERGOVERNMENTAL AGREEMENT FOR MUNICIPAL JAIL SERVICES BETWEEN THE VILLAGE OF HANOVER PARK AND THE VILLAGE OF BARTLETT shall take effect on June 25, 2017, and shall end the sooner of the completion of the New Bartlett Police Facility, or December 31, 2018, and may be renewed and extended upon the same terms and conditions for up to two (2) additional thirty (30) day periods by mutual written agreement of Hanover Park's Police Chief and myself without further action of the respective corporate authorities of each municipality.

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

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT  
FOR MUNICIPAL JAIL SERVICES BETWEEN THE VILLAGE OF  
HANOVER PARK AND THE VILLAGE OF BARTLETT**

---

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

**SECTION ONE:** The Intergovernmental Agreement for Municipal Jail Services Between the Village of Hanover Park and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** The Village President is hereby authorized and directed to sign the Agreement on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

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

ATTEST:

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

#### CERTIFICATION

I, 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 \_\_\_\_\_, 2017, and approved on \_\_\_\_\_, 2017, as the same appears from the official records of the Village of Bartlett.

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

**INTERGOVERNMENTAL AGREEMENT  
FOR MUNICIPAL JAIL SERVICES BETWEEN  
THE VILLAGE OF HANOVER PARK AND THE VILLAGE OF BARTLETT**

THIS AGREEMENT (hereinafter, “this Agreement”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, pursuant to authority of the Constitution of the State of Illinois as well as the Illinois Compiled Statutes by and between the Village of Hanover Park, an Illinois municipal corporation (hereinafter referred to as “Hanover Park”) and the Village of Bartlett, an Illinois municipal corporation (hereinafter referred to as “Bartlett”):

**RECITALS**

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities, and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq. further authorizes intergovernmental cooperation; and

WHEREAS, Hanover Park and Bartlett are home rule units of local government within the meaning of Article VII, Section 10, of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act and each has the authority to enter into this Agreement; and

WHEREAS, Bartlett currently owns and maintains a jail facility as part of its Police Department but said facility will be unavailable to Bartlett during an approximate eighteen (18) month period while Bartlett undergoes a construction project concerning its Police Department and jail facilities (the “New Bartlett Police Facility”); and

WHEREAS, Bartlett has requested Hanover Park make its municipal jail facility available to Bartlett for its inmates to the extent it is convenient for Hanover Park to do so; and

WHEREAS, Hanover Park is agreeable to extend to Bartlett the use of Hanover Park’s municipal jail facility located at the Hanover Park Police Department to house Bartlett’s inmates, subject to the terms of this Agreement;

WHEREAS, it has been determined by the corporate authorities of both Hanover Park and Bartlett, that this Agreement is in the best interest of each of the signatory municipalities; now, therefore,

IN CONSIDERATION of the mutual covenants set forth below, the parties hereto agree as follows:

1. Hanover Park, who owns, operates and controls a municipal jail within its police headquarters will provide to Bartlett, based on the ability and convenience of Hanover Park and for only governmental purposes, the housing of Bartlett’s inmates in said facility, subject to space availability.

2, The Bartlett inmates shall only be pretrial and presentencing inmates or inmates being held pursuant to a warrant.

3. It is further expressly agreed by and between the parties that Hanover Park shall not be obligated to accept Bartlett inmates who exhibit or have exhibited any manifest physical or mental problems or incorrigible behavior. The Chief of Police of Hanover Park may contact the Chief of Police of Bartlett or his designee to return forthwith to Bartlett any previously accepted prisoner who consistently violates the rules and regulations of the Hanover Park jail facility or who constitutes a continuing disciplinary problem and interrupts the orderly administration of the Hanover Park jail facility.

4. Bartlett, at its expense, shall deliver any and all inmates to the Hanover Park jail facility together with a duly authenticated copy of and other papers or documents authorizing detention.

5. Bartlett shall be responsible for all reasonable and necessary medical, dental and psychological care to its inmates confined in the Hanover Park jail facility under this Agreement while such prisoners are residents of the Hanover Park jail facility. Reasonable and necessary care is that which is required by applicable law. It is expressly agreed by and between the parties hereto that hospitalization, non-routine medical and dental care, including prescriptions, or any such Bartlett inmate care, where such hospitalization, non-routine medical and dental care, including prescriptions will be the financial responsible of Bartlett, for its inmates. If a Bartlett inmate is admitted for in-patient services, Bartlett will be responsible for and provide the guards during the time of such in-patient care.

All medication, medical, dental, mental health, surgical, hospital, and vision expenses provided for Bartlett's inmates housed at the Hanover Park jail facility shall be at no cost to Hanover Park. To the extent Hanover Park shall be responsible for the cost of any of the foregoing, Bartlett shall pay the cost thereof and defend and hold harmless Hanover Park from any and all of such expenses.

6. It is agreed by and between the parties hereto that Bartlett prisoners housed under this Agreement are subject to the rules and regulations of the Hanover Park jail facility.

7. Bartlett shall indemnify, defend, and hold harmless Hanover Park and its agents, officers, and employees against any and all liabilities, claims, demands or suits in regard to claims whatsoever, and also including intentional acts, or for any practice, policy, rule, regulation, act or omission of Hanover Park, or its officers, relating to the custody, care, supervision, of any Bartlett inmate in the custody of the Hanover Park jail facility or relating to the maintenance of their property or premises, except that Bartlett shall not have an obligation to indemnify Hanover Park or any of its agents, officers or employees for any judgment recovered against Hanover Park, or any of its agents, officers or employees, where the injury or liability results from the willful misconduct of Hanover Park, or from the willful misconduct of any of Hanover Park's agents, officers or employees.

Bartlett shall be responsible for and shall indemnify, defend, and hold harmless Hanover Park, its agents, officers, and employees from any and all liabilities, claims, demands, or suits brought by any prisoner or inmate of Bartlett housed pursuant to this Agreement arising out of any act or omission of Hanover Park, or any agents, employees, or servants thereof relating to their care, custody, supervision, or transport of any Bartlett inmate while in the custody of Hanover Park, except Bartlett shall have no

obligation to indemnify Hanover Park for any judgment recovered against Hanover Park, or any of its agents, officers or employees, where the injury or liability results from the willful misconduct of Hanover Park, or from the willful misconduct of any of Hanover Park's agents, officers or employees.

Bartlett agrees that it shall maintain liability insurance of not less than one (1) million dollars per occurrence and not less than three (3) million dollars in the aggregate with reinsurance of not less than ten (10) million dollars. Certificates of such insurance detailing the coverage therein shall be available to Hanover Park upon execution of this Agreement.

Alternatively, a self-insured retention of three (3) million dollars with reinsurance of seven (7) million dollars is acceptable if Bartlett self-insures or is a member of a governmental pool.

8. This Agreement shall take effect on the June 25, 2017, and shall end the sooner of the completion of the New Bartlett Police Facility, or December 31, 2018 (the "Initial Term"), and may be renewed and extended upon the same terms and conditions for up to two (2) additional thirty (30) day periods by the mutual written agreement of the Police Chief of Hanover Park and the Police Chief of Bartlett without further action of the respective corporate authorities of each municipality.

9. The Hanover Park jail facility shall be staffed as mandated by the law and required by the demands of the population.

10. This Agreement shall become effective upon the date of acceptance by all parties hereto. This Agreement may be amended only with written consent of all parties hereto.

11. This Agreement shall be interpreted and enforced under the laws of the State of Illinois, and the parties agreed that the venue for any legal proceedings between them shall be in the DuPage Judicial Circuit, State of Illinois.

12. Bartlett and Hanover Park represent that all necessary acts have been taken to authorize and approve this Agreement in accordance with applicable law and this Agreement, when executed by the parties hereto, shall constitute a binding obligation of Bartlett and Hanover Park, legally enforceable at law and equity against both.

13. If any provision of this Agreement is held invalid, that provision shall be stricken from this Agreement and the remaining provisions shall continue in full force and effect to the fullest extent possible.

14. This Agreement can be terminated by either party by providing a sixty (60) day written notice to the other party.

15. All notices, payments and other instruments required or permitted to be served shall be deemed to have been sufficiently served if delivered or mailed to the following:

Village of Hanover Park  
Village Manager  
2121 West Lake Street

Village of Bartlett  
Acting Village Administrator  
228 South Main Street

Hanover Park, IL 60133

Bartlett, IL, 60103

IN WITNESS WHEREOF, the parties hereby execute this agreement on the date first above written.

VILLAGE OF HANOVER PARK

VILLAGE OF BARTLETT

By: \_\_\_\_\_  
Title: Village President

By: \_\_\_\_\_  
Title: Village President



# Agenda Item Executive Summary

Item Name McGruff Special display for NNO Committee or Board Village Board

## BUDGET IMPACT

Amount: N/A

Budgeted N/A

List what fund N/A

## EXECUTIVE SUMMARY

A request for an **SPECIAL DISPLAY PERMIT (a)** to allow for a twenty-foot (20') McGruff the Crime Dog inflatable balloon for National Night Out Picnic in the Park at Bartlett Park, 102 N. Eastern Ave. on Tuesday, August 1<sup>st</sup>, 2017 for 24 hours.

## ATTACHMENTS (PLEASE LIST)

Memo, Application, Location Map

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance



**Motion:** I hereby move to approve the request from the Bartlett Police Dept for a Special Display Permit to allow a twenty-foot (20') McGruff the Crime Dog inflatable balloon for National Night Out Picnic in the Park on Tuesday, August 1<sup>st</sup>, 2017 for 24 hours at Bartlett Park, 102 N. Eastern Ave.

Staff: Jim Plonczynski

Date: June 6, 2017

**COMMUNITY DEVELOPMENT MEMORANDUM**

**17-094**

**DATE:** June 6, 2017  
**TO:** Paula Schumacher, Acting Village Administrator  
**FROM:** Jim Plonczynski, CD Director  
**RE:** Special Display Permit Request

---

Attached is the application and letter from Sergeant Kyle Rybaski, Public Services Bureau, requesting a **SPECIAL DISPLAY PERMIT** to allow for a twenty-foot (20') McGruff the Crime Dog inflatable balloon to be on display at the National Night Out Picnic in the Park at Bartlett Park, 102 N. Eastern Ave. This event is scheduled to take place on Tuesday, August 1<sup>st</sup>, 2017 for a 24 hour period.

The petitioner is requesting that the Special Display permit be approved in compliance with Village Ordinance 10-12-4:O. "Special Displays: Special displays used for holidays, public demonstrations, or the promotion of civic welfare or charitable purposes, provided they are approved by the village board after submission of a written application, they contain no non-charitable advertising, and they are removed by the deadline established by the board in their approval."

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



**For Office Use Only:**  
 Permit #: 201700810  
 Received: **RECEIVED**  
**COMMUNITY DEVELOPMENT**  
 MAY 10 2017

McGruff Balloon **Sign Permit Application**

<b>Applicant Data</b>		<b>VILLAGE OF BARTLETT</b>
Name: <u>Bartlett Police Department</u>	Address/Email: <u>228 S Main St, Bartlett, IL</u>	Phone/Fax #: <u>630-837-0846</u>
<b>Job Location</b>		
Name of Tenant: <u>Bartlett Park</u>	Address: <u>102 N Eastern Ave, Bartlett, IL</u>	Phone #: <u>630-540-4800</u>
<b>Property Owner/Management Co. Data</b>		
Name: <u>Bartlett Park District</u>	Address: <u>696 W Stearns Rd, Bartlett, IL</u>	Phone #: <u>630-540-4800</u>
<b>Sign Contractor Data</b> <u>Sgt Rybaski</u>		
Name: <u>on the behalf of the Hanover Park Police Dept</u>	Phone/Fax/Email: _____	Bartlett Lic. # & Exp. _____
Electrician's Name: _____	Phone #: _____	Bartlett Lic. # & Exp. _____

**Signage Data:** ALL SIGNS MUST BE UL LISTED AND LABELED \* Estimated Cost of Project \$ \_\_\_\_\_

\*\*\* Plan Review Fee: Payable at the time of application. \$50 nonrefundable fee for new sign permit applications plus a \$40 electrical plan review fee for new illuminated signs. A \$40 nonrefundable fee will be charged for the second and subsequent plan reviews. \*\*\*

Permanent Sign Type:  Non-Illuminated (\$55)  Internally Illuminated (\$75)  Externally Illuminated (\$75)

Ground  Tenant Panel  Wall  Window  Awning/Canopy  Pole  Roof  Sign Plan/Amendment

<b>Ground/Pole Signs</b>	<b>Wall/Window Signs</b>
Overall Height <u>20</u> ft. # of faces <u>1</u>	Projection _____ in.
Width <u>8</u> ft. Height <u>20</u> ft. Depth <u>5</u> ft.	Width _____ ft. Height _____ ft.
Total Sign Area _____ sq.ft. Setback _____ ft.	Total Sign Area _____ sq.ft.

\*No sign shall be constructed, erected, originally painted, converted, altered, rebuilt, enlarged, remodeled, relocated or expanded BEFORE a permit for such sign has been obtained in accordance with the standards and procedures set out in Chapter 12 of the Bartlett Zoning Ordinance. A violation of this ordinance could result in a fine of \$50-\$750.

Initials of Applicant\* RF

Signature of Property Owner/Management: [Signature]

Signature of Tenant: \_\_\_\_\_

Signature of Applicant (if other than above): [Signature] #53

**For Office Use Only:**

Zoning: \_\_\_\_\_ Street Frontage: \_\_\_\_\_ Ind. Max. Allowed: \_\_\_\_\_ Total Max. Signage Allowed: \_\_\_\_\_

Approved Signs: Existing Signage: \_\_\_\_\_ Total Requested Signage: \_\_\_\_\_ Remaining: \_\_\_\_\_

Sign 1 Dimensions: \_\_\_\_\_ Sign 2 Dimensions: \_\_\_\_\_ Sign 3 Dimensions: \_\_\_\_\_

Setbacks: \_\_\_\_\_ Max. Height: \_\_\_\_\_ Easements: \_\_\_\_\_ Vision Triangle: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_ Plan Review Fee: \$ \_\_\_\_\_ Permit Fee: \$ \_\_\_\_\_ Total Fee: \$ NA



Est. 1892

## DEPARTMENT OF POLICE

# The Village of Bartlett



Police Department, 228 South Main Street, Bartlett, Illinois 60103-4495  
Telephone 630.837.0846 Fax 630.837.0865

RECEIVED  
COMMUNITY DEVELOPMENT

MAY 10 2017

VILLAGE OF  
BARTLETT

May 9, 2017

Village President Kevin Wallace  
Village of Bartlett  
228 S. Main Street  
Bartlett, Illinois 60103

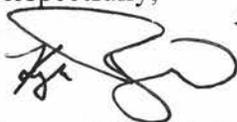
Dear Village President Wallace and Board of Trustees:

On Tuesday, August 1, 2017, the Village of Bartlett will be participating in its 24th Annual National Night Out Picnic in the Park. As a part of this celebration, we are requesting a permit for an 8 ft. x 20 ft. x 5 ft. inflatable McGruff the Crime Dog balloon at Bartlett Park. It will require a 20 ft. x 20ft. area to stake and 24 hour 20 amp. service. The balloon needs to be on grass no further than 100 ft. from an electrical source. It will stay inflated for a 24-hour period on the date listed above.

I am requesting Village Board approval under Zoning and Planning requirements.

Please feel free to contact me at (630) 837-0846 if you have any further questions regarding this matter.

Respectfully,

 #53

Sergeant Kyle Rybaski  
Public Services Bureau



450th Nationally  
Accredited





# Agenda Item Executive Summary

Item Name	An Ordinance Authorizing the Sale by Internet Auction of Surplus Personal Property Owned by the Village of Bartlett	Committee or Board	Board
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## BUDGET IMPACT

Amount:	N/A	Budgeted	N/A
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List what fund	N/A
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## EXECUTIVE SUMMARY

The attached proposed ordinance is for the Police Department to utilize the Obenauf Auction Service Incorporated online auction site to sell used furniture and other miscellaneous Police Department equipment that are no longer of use to the Village. The Police Department is also requesting to donate the used surplus personal property to another law enforcement agency, or to recycle or otherwise dispose of it in an environmentally sound manner if it does not receive any bids and is unable to be sold on the online auction site. Public Works and the Police Department recently used Obenauf Auction Service Incorporated to auction off surplus items and their service has been proven to be effective for the disposal of surplus property.

## ATTACHMENTS (PLEASE LIST)

Police Department Memorandum  
Ordinance

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion
- 

**MOTION** I move to approve Ordinance 2017 - , an ordinance authorizing the use of Obenauf Auction Service Incorporated online auction site for the sale of surplus property owned by the Village of Bartlett.

Staff:	P. Ullrich	Date:	5/25/17
	G. Pretkelis		

**POLICE DEPARTMENT MEMORANDUM**  
**17-36**

**DATE:** May 25, 2017

**TO:** Paula Schumacher, Acting Village Administrator

**FROM:** Patrick Ullrich, Chief of Police 

**RE:** Authorization to Sell Surplus Personal Property Owned by the Village of Bartlett by Internet Auction

The Police Department would like to utilize the Obenauf Auction Service Incorporated online auction site to sell the Village's used surplus personal property. New furniture is budgeted as part of the new police building project. As part of their service, Obenauf Auction Service Incorporated identifies potential bidders who may be interested in the type of used surplus property the Police Department would like to sell. Public Works and the Police Department recently utilized Obenauf Auction Service Incorporated and their service was proven to be a very effective method for disposing the Village's surplus personal property.

The used surplus personal property includes used furniture and other miscellaneous Police Department equipment.

This used surplus personal property can be sold at an online public auction site, subject to the Village Board's approval of the attached Ordinance. The Police Department is also requesting to donate the used surplus personal property to another law enforcement agency, or to recycle or otherwise dispose of it in an environmentally sound manner if it does not receive any bids and is unable to be sold on the online public auction site. I am therefore requesting the ordinance authorizing the sale of this used surplus personal property be placed on the agenda for the June 6, 2017 meeting of the Village President and Board of Trustees.

PBU/hma

ORDINANCE 2017 – \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE SALE BY INTERNET  
AUCTION OF SURPLUS PERSONAL PROPERTY  
OWNED BY THE VILLAGE OF BARTLETT**

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**WHEREAS**, the Illinois Municipal Code requires the adoption of an ordinance passed by a simple majority of the corporate authorities then holding office declaring personal property that the Village of Bartlett (the “Village”) desires to sell “no longer necessary or useful to or for the best interest of” the Village, and that conveyance of said personal property be set in any manner that the corporate authorities may designate with or without advertising the sale (65 ILCS 5/11-76-4); and

**WHEREAS**, Obenauf Auction Service Incorporated is a private corporation located in Round Lake, Illinois, that provides internet-based auctions of personal property declared surplus by municipalities, townships and private parties;

**WHEREAS**, staff has recommended that the corporate authorities declare as surplus and authorize the sale of the used personal property and equipment described on Exhibit A, a copy of which is attached hereto and incorporated herein (sometimes hereinafter collectively referred to as the “Surplus Equipment”), through the Obenauf Auction Service Incorporated online auction site to the respective highest bidders bidding on the purchase of the Surplus Equipment;

**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:** Pursuant to Section 11-76-4 of the Illinois Municipal Code, the President and Board of Trustees of the Village (the “Board”) finds and declares

that the used personal property and equipment listed on Exhibit A, hereinafter referred to as the “Surplus Equipment”, is no longer necessary or useful to or for the best interest of the Village.

**SECTION TWO:** Pursuant to said Section 11-76-4 and the Village’s home rule authority, the Board authorizes the Acting Village Administrator, or her designee, Deputy Chief Geoffrey Pretkelis, to sell the Surplus Equipment listed on Exhibit A through the Obenauf Auction Service Incorporated online auction site to the respective highest bidders complying with the Village of Bartlett Online Sale – Terms and Conditions, a copy of which is attached hereto and incorporated herein as Exhibit B (the “Terms and Conditions”), unless the bidder’s compliance with the Terms and Conditions is waived in writing by the Village Attorney on the basis that it is in the best interest of the Village.

**SECTION THREE:** In the event the Surplus Equipment listed on Exhibit A, or any of them, are unable to be sold after solicitation to the public through the Obenauf Auction Service Incorporated online auction site to the respective highest bidders, or the bidder fails to comply with the Terms and Conditions, or no bids are received therefor, the Board authorizes the Acting Village Administrator, or her designee, Deputy Chief Pretkelis, to make every effort to donate the same by individual item or in bulk to another law enforcement agency or municipality that will pick up any such donated Surplus Equipment from the Village, otherwise authority is given to recycle or otherwise dispose of such Surplus Equipment in an environmentally sound manner.

**SECTION FOUR:** The Village Clerk is directed to deliver a copy of the Village of Bartlett Online Sale – Terms and Conditions to Obenauf Auction Service Incorporated to be posted on its online auction site.

**SECTION FIVE:** The Acting Village Administrator is hereby authorized and directed to sign such documents as may be necessary to transfer ownership of the Surplus Equipment as provided herein upon receipt of the proceeds of the sale.

**SECTION SIX: SEVERABILITY.** If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION SEVEN: 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 EIGHT: EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, by a vote of majority of the corporate authorities and approval in the manner provided by law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: June 6, 2017

APPROVED: June 6, 2017

ATTEST:

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

\_\_\_\_\_  
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 **June 6, 2017**, and approved on **June 6, 2017**, as the same appears from the official records of the Village of Bartlett.

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

## LIST OF SURPLUS EQUIPMENT

### EXHIBIT A

Quantity	Location	Description
4	South Soft Room	Black Colored Vinyl Wheeled Chairs
1	South Soft Room	36" Wooden Circle Table
1	South Soft Room	Black Colored Cortelco Telephone
1	South Soft Room	38" L x 16" D x 36" H Hanging Metal Shelf
2	South Soft Room	36" L x 12" D x 48" H Wooden Book Shelf
2	North Soft Room	Tan Colored Leather-like Chairs
1	North Soft Room	Blue Colored Leather-like Chair
1	North Soft Room	30" x 30" Table
3	Records Section	L-Shaped Three Drawer Desk
3	Records Section	Black Colored Cortelco Telephones
1	Records Section	Four Drawer Rectangular Desk
1	Records Section	Computer Stand
4	Records Section	Blue Colored Rolling Chairs
4	Records Section	Rolling Storage Shelves
1	Records Section	72" x 25" x 24" Hanging Cabinet
1	Records Section	72" x 25" x 36" Cabinet
8	Records Section	Gray Colored Desk Dividers
1	Data Entry Room	Black Colored Chair
1	Data Entry Room	Black Colored Cortelco Telephone
2	Records Supervisor Office	Black Colored Rolling Chairs
1	Records Supervisor Office	Three Drawer U-Shaped Desk
1	Records Supervisor Office	70" x 16" x 16" Two Door Hanging Shelf
1	Records Supervisor Office	Brown Colored 28" x 12" 28" Book Shelf
1	Records Equipment Room	Black Colored Cortelco Telephone
1	Records Equipment Room	35" 16" x 48" Metal Shelf
1	Records Equipment Room	Black Colored 34" x 12" x 18" Metal Shelf/Mailboxes
1	Records Equipment Room	Silver Colored 31" x 18" x 78" Rolling Rack/Shelf
1	Records Equipment Room	43" x 19" x 28" Metal Filing Cabinet
9	Report Writing	Black Colored 34" x 12" x 18" Fifteen Shelf Metal Shelf/Mailbox
4	Report Writing	Black Colored Vinyl Wheeled Chairs
1	Report Writing	Blue Colored Rolling Chair
2	Report Writing	Black Colored Cortelco Telephone
5	Sergeant's Office	60" x 30" x 30" Five Drawer Desk
5	Sergeant's Office	High Back Rolling Chairs

## LIST OF SURPLUS EQUIPMENT

### EXHIBIT A

Quantity	Location	Description
5	Sergeant's Office	Black Colored Cortelco Telephone
2	Sergeant's Office	Black Colored 36" x 24" x 78" Wardrobe Locker
1	Commander's Office	Five Drawer L Shaped Desk
1	Commander's Office	Six Drawer L Shaped Desk
2	Commander's Office	Black Colored Cortelco Telephone
2	Commander's Office	Rolling Chairs
3	Commander's Office	48" x 16" x 17" Hanging Shelves
1	Commander's Office	48" x 24" 78" Wardrobe Locker
3	Crime Prevention/DPT Office	90" x 30" x 30" Desks
3	Crime Prevention/DPT Office	48" x 16" x 16" Hanging Shelves
1	Crime Prevention/DPT Office	30" x 18" x 28" Two Drawer File Cabinet
5	Crime Prevention/DPT Office	Black Colored Cortelco Telephone
1	Crime Prevention/DPT Office	45" x 30" x 30" Desk
2	Crime Prevention/DPT Office	60" x 16" x 17" Hanging Shelves
1	Crime Prevention/DPT Office	15" x 23" x 27" Three Drawer File Cabinet
1	Crime Prevention/DPT Office	36" x 19" x 66" Two Drawer File Cabinet With Hutch
4	Crime Prevention/DPT Office	Rolling Chairs
1	Crime Prevention/DPT Office	Leather-like Rolling Chair
1	Evidence Custodian Office	32" Metal Stool
1	Evidence Custodian Office	Office Rolling Chair
1	Evidence Custodian Office	Black Colored Cortelco Telephone
1	Social Services Office	Blue Colored Leather-like Chair
1	Social Services Office	Tan Colored Leather-like Chair
1	Social Services Office	Lamp
1	Social Services Office	TV/DVD Player With Wall Mount
2	Social Services Office	26" x 17" x 13" Table
1	Social Services Office	60" x 30" x 28" Five Drawer Desk
1	Social Services Office	Black Colored Cortelco Telephone
1	Social Services Office	30" x 42" x 18" Three Drawer File Cabinet
1	Social Services Office	Officer Rolling Chair
4	Social Services Office	Various Framed Pictures
4	Investigations Office	30" x 24" x 28" Two Drawer File Cabinet
3	Investigations Office	75" x 25" x 28" Desk with Overhanging Shelf
4	Investigations Office	Desk Dividers

## LIST OF SURPLUS EQUIPMENT

### EXHIBIT A

Quantity	Location	Description
1	Investigations Office	75" x 25" x 28" Desk
1	Investigations Office	65" x 30" x 28" Five Drawer L Shaped Desk with Overhanging Shelf
1	Investigations Office	70" x 16" x 17" Hanging Shelf
3	Investigations Office	44" x 16" x 17" Hanging Shelf
1	Investigations Office	30" x 16" x 17" Hanging Shelf
5	Investigations Office	Office Chairs
1	Investigations Office	45" x 20" x 30" Two Drawer Desk
1	Investigations Office	Hanging White Board
6	Investigations Office	Black Colored Cortelco Telephone
1	Investigations Interview Room	30" x 30" Square Table
2	Investigations Interview Room	Chairs
1	Investigations Interview Room	Rolling Chairs
1	Investigations Interview Room	Hanging White Board
2	Det Sgt Office	Black Colored Cortelco Telephone
1	Det Sgt Office	High Back Rolling Chair
1	Det Sgt Office	Green Colored Chair
1	Det Sgt Office	Floral Pattern Chair
1	Det Sgt Office	36" Wooden Circle Table
2	Det Sgt Office	36" x 16" x 16" Hanging Shelves
1	Det Sgt Office	60" x 30" x 28" Five Drawer Desk
1	Det Sgt Office	26" x 17" x 13" Small Wooden Table
12	Training Room	53" x 27" Tables
1	Training Room	Black Colored 42" x 19" x 41" Cabinet
1	Training Room	Gray Colored 36" x 18" x 42" Cabinet
18	Training Room	Chairs
1	Training Room	Blue Colored Leather-like Couch
1	Training Room	Blue Colored Leather-like Chair
1	Training Room	Tan Colored Leather-like Chair
1	Training Room	Podium
2	Training Room	Dry Erase Boards
1	Training Room	62" Hanging Collapsible Projector Screen
1	Training Room	Black Colored Cortelco Telephone
2	Training Room	Miscellaneous Motivational Pictures
1	Fitness Room	Black Colored Cortelco Telephone

## LIST OF SURPLUS EQUIPMENT

### EXHIBIT A

Quantity	Location	Description
2	Det Cmdr Office	Chairs
1	Det Cmdr Office	Rolling Chair
1	Det Cmdr Office	Black Colored Cortelco Telephone
1	Det Cmdr Office	70" x 30" x 30" C-Shaped Office Desk
1	Det Cmdr Office	60" x 16" x 16" Hanging Shelf
1	Admin Lobby	48" x 18" x 76" Trophy Case
1	Admin Office	Five Drawer Corner Desk
1	Admin Office	Three Drawer Corner Desk
2	Admin Office	45" x 18" x 18" Hanging Shelf
2	Admin Office	45" x 18" Four Drawer Wall Desk
1	Admin Office	70" x 18" Four Drawer Wall Desk
1	Admin Office	Two Drawer Wall Desk
2	Admin Office	45" x 15" Desk Wall Divider With Shelf
2	Admin Office	35" x 15" Desk Wall Divider With Shelf
2	Admin Office	45" x 42" Wall Divider
2	Admin Office	25" x 42" Wall Divider
2	Admin Office	25" x 65" Wall Divider
2	Admin Office	Rolling Office Chair
2	Admin Office	Black Colored Cortelco Telephone
2	Admin Office	Lamp
1	Chief's Office	131" x 24" x 79" Entertainment Center/Book Shelf With 4 Drawers
1	Chief's Office	Wooden Circle Table
1	Chief's Office	18" x 19" x 80" Wooden Wardrobe Cabinet
1	Chief's Office	72" x 20" x 30" Six Drawer Wooden Desk
1	Chief's Office	76" x 42" x 30" Seven Drawer Wooden Desk
1	Chief's Office	36" x 24" x 29" Two Drawer Wooden Cabinet
1	Chief's Office	Rolling Chair
1	Chief's Office	Black Colored Cortelco Telephone
3	Chief's Office	Office Chairs
3	Accreditation Office	Chairs
1	Accreditation Office	Eight Drawer L-Shaped Desk
1	Accreditation Office	45" x 18" x 18" Hanging Shelf
1	Accreditation Office	36" x 18" x 18" Hanging Shelf
1	Accreditation Office	Rolling Chair

## LIST OF SURPLUS EQUIPMENT

### EXHIBIT A

Quantity	Location	Description
1	Accreditation Office	Black Colored Cortelco Telephone
1	SS DC Office	36" Wooden Circle Table
3	SS DC Office	Chairs
1	SS DC Office	Three Drawer L-Shaped Wooden Desk
1	SS DC Office	71" x 20" x 74" Two Drawer Wooden Cabinet
1	SS DC Office	Rolling Chair
1	SS DC Office	Desk Lamp
1	SS DC Office	Black Colored Cortelco Telephone
1	Operations DC Office	36" Wooden Circle Table
1	Operations DC Office	Three Drawer L-Shaped Wooden Desk
1	Operations DC Office	Rolling Chair
1	Operations DC Office	Black Colored Cortelco Telephone
1	Admin Conference Room	Black Colored Cortelco Telephone
1	Admin Conference Room	36" x 12" x 36" Wooden Shelf
12	Admin Conference Room	Rolling Chairs
8	Roll Call Room	60" x 24" x 28" Folding Tables
16	Roll Call Room	Blue Colored Chairs
1	Roll Call Room	Black Colored Cortelco Telephone
1	Roll Call Room	128" x 16" 32" Work Station Shelf
2	Roll Call Room	72" x 48" White Board
1	Roll Call Room	60" x 24" x 29" Table
3	Roll Call Room	Cork Board
1	Storage Room	60" x 24" x 28" Folding Tables
4	Storage Room	Blue Chairs
4	Storage Room	48" x 18" x 72" Wire Rack Shelf
1	Storage Room	36" x 20" x 72" Plastic Storage Cabinets
2	Storage Room	Plastic Folding Tables
1	Storage Room	30" x 12" x 48" Wooden Book Shelf
1	Storage Room	Office Corner Desk
2	Pump Room	Metal Shelving Unit
1	Outside Range	53" x 27" x 29" Folding Table
1	Lunch Room	Twin Bunk Beds
2	Lunch Room	36" x 36" Square Table
1	Lunch Room	36" Round Table

## LIST OF SURPLUS EQUIPMENT

### EXHIBIT A

Quantity	Location	Description
1	Lunch Room	Black Colored Cortelco Telephone
1	Downstairs Hallway	Grey Felted Corkboard
7	Storage Room	60" x 36" x 18" Metal Shelves
1	Storage Room	Desk Lamp
1	Storage Room	72" x 48" White Board
2	Storage Room	48" x 24" x 36" Metal Shelf
1	Storage Room	Five Drawer Desk
1	Lobby	Plastic Decorative Plant/Tree
2	Lobby	Wooden Bench
1	Range	Folding Table
1	Range	Blue Chair
1	Range Ready Room	Black Colored Cortelco Telephone
1	Range Ready Room	Blue Colored Rolling Chair
2	Men's Locker Room	Wooden Bench
1	Men's Locker Room	Black Colored Cortelco Telephone
1	Men's Locker Room	Blue Colored 36" x 78" Locker
1	Men's Locker Room	Blue Colored 48" x 78" Locker
1	Men's Locker Room	Blue Colored 24" x 78" Locker
32	Men's Locker Room	Blue Colored 18" x 76" Locker
26	Men's Locker Room	Blue Colored 18" x 36" Locker
21	Women's Locker Room	Blue Colored 18" x 76" Locker
1	Women's Locker Room	Wooden Bench
1	Women's Locker Room	Blue Chair
1	Women's Locker Room	Black Colored Cortelco Telephone
3	Jail Cells	Black Colored Cortelco Telephone
1	Sally Port	Brown Colored Folding Table 72" x 24" x 30"
1	Sally Port	Gray Colored Folding Table 47.5" x 24" W x 29" H
1	Attached Garage	Four Locker Unit 30W x 24D x 78 T
1	Attached Garage	Three Drawer Filing Cabinet 15 W x 29 D x 41 H
1	Attached Garage	22 Locker Unit 166 W x 78 H x 24 D
1	Attached Garage	Six Locker Unit 36 W x 12 D x 78 H
1	Attached Garage	Brown Colored Folding Table 72" x 29" x 30"
1	Attached Garage	Silver Colored Rolling Rack/Shelf 59 L x 18 D x 69 H
10	Attached Garage	Blue Colored Chairs

**LIST OF SURPLUS EQUIPMENT**

**EXHIBIT A**

Quantity	Location	Description
1	Attached Garage	Metal Five Shelf Unit 36 W x 18 D x 75 H

## EXHIBIT B

### VILLAGE OF BARTLETT

#### ONLINE SALES – TERMS AND CONDITIONS

All bidders and other participants of this auction agree that they have read and fully understand these terms and agree to be bound thereby.

**Acceptance of Terms and Conditions.** By submitting a bid, the bidder agrees that they have read, fully understand and accept these Online Sales – Terms and Conditions, and agree to pay for and remove the property, if the bid is accepted, by the dates and times specified.

**Village Disclaimer and Release of Village from Liability.** THE VILLAGE OF BARTLETT, COOK, DUPAGE, AND KANE COUNTIES, ILLINOIS (the “Seller”) HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE regarding the personal property being sold by the Village to Buyer (the “Personal Property”). Seller neither assumes nor authorizes any person to assume for it any liability in connection with the sale, offer for sale, and/or conveyance of the Personal Property. In no event shall Seller be liable to Buyer or anyone else for any loss of profit, direct, indirect, incidental, collateral, and/or exemplary damages and/or any liability of any kind relative to the sale, offer for sale, and/or conveyance of the Personal Property.

Buyer agrees to purchase the Personal Property, in “AS IS”, “WHERE IS” condition with all faults. Buyer understands that Seller does not expressly or implicitly warrant that the Personal Property meets or complies with any applicable safety and/or regulatory standards (examples: ASTM, ANSI, FMVSS). Buyer is solely responsible for determining that the Personal Property is appropriate for any and all particular uses.

Buyer, for himself/herself/itself, and Buyer’s heirs, legatees, legal representatives, directors, officers, shareholders, managers, members, employees, successors and assigns, hereby releases the Village of Bartlett, and its officials, officers and employees, from any and all claims, liabilities, actions, and/or causes of action resulting from injuries, death, damages and/or losses resulting from injuries, death, damages and/or losses arising out of, connected with or in any way associated with the condition of or use of the Personal Property.

**Personal and Property Risk.** Persons attending during exhibition, sale or removal of Personal Property assume all risks of damage of or loss to person and property and specifically release the Seller from liability therefor.

**Inspection.** Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must

adhere to the inspection dates and times indicated in the item description. Please contact Geoffrey Pretkelis: Phone 630-837-0846, Fax 630-837-0865, or e-mail: [gpretkelis@vbartlett.org](mailto:gpretkelis@vbartlett.org).

**Consideration of Bid.** Village of Bartlett reserves the right to reject any and all bids and to withdraw from sale any of the Personal Property listed.

**Buyer's Certificate.** Successful bidders will receive a paid invoice by email from Obenauf Auction Service, Inc. (the "Notice").

**Removal.** All items must be removed within five (5) business days from the time and date of issuance of the Notice. Purchases will be released only upon receipt of payment as specified above. Successful bidders are responsible for removal of any and all Personal Property awarded to them from the place where the Personal Property is located as indicated on the website. The Buyer will make all arrangements and perform all work necessary for removal of the Personal Property. Under no circumstances will the Village of Bartlett assume responsibility for delivery. Personal Property may be removed between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays, by prior appointment only. Please contact Geoffrey Pretkelis: Phone 630-837-0846, Fax 630-837-0865 fax, or e-mail: [gpretkelis@vbartlett.org](mailto:gpretkelis@vbartlett.org), regarding scheduling payment for and pick up of Personal Property.

**Default.** Default by Buyer shall include (1) failure by Buyer to observe these Terms and Conditions; or (2) failure to remove all items within the specified time. If the Buyer fails in the performance of any obligation hereunder, as provided herein, Seller may terminate Buyer's rights to purchase the Personal Property. Seller reserves the right to reclaim and resell all items not removed by Buyer upon the expiration of the specified removal date.

**State/Local Sales and/or Use Tax.** Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed.



## Agenda Item Executive Summary

Item Name: Local Agency-State Jurisdictional Transfer      Committee or Board: Board

### BUDGET IMPACT

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

### EXECUTIVE SUMMARY

As part of IDOT's Route 20 – Route 59 Intersection Improvement Project, IDOT engineers offered to transfer jurisdiction of FR 2.91 (Rt. 20 Frontage Road) to the Village of Bartlett in return for a portion of our project participation cost (see attached documents). As specified by our project agreement with IDOT, our portion of the Route 20-Route 59 Improvements (contract 60V57), totals \$128,110.00. IDOT currently values the Frontage Road at \$113,200.00. Subtracting the current value of the Frontage Road results in a balance for the project of \$14,910.00. Bartlett would assume control of the Frontage Road after the contracts are signed.

### ATTACHMENTS (PLEASE LIST)

Memo, Ordinance, Agreement, Cost Estimate (Revised Exhibit A), IDOT Transfer Form (Exhibit D)

### ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve Ordinance 2017- \_\_\_\_\_, an Ordinance approving the amendment to agreement between the State of Illinois and the Village of Bartlett dated April 25, 2016 State Contract No. 60V57, and providing for the addition of US Route 20 Service Road (FR 2.91) from the south side of the pavement of US Route 20 (FAP 345) easterly to its dead end to the municipal street system of the Village of Bartlett.

Staff: Dan Dinges

Date: June 6, 2017

Director of Public Works

# MEMO

**Date:** May 19, 2017

**To:** Paula Schumacher, Village Administrator

**From:** Dan Dinges, Public Works Director

**Re:** *Local Agency-State Jurisdictional Transfer, Contract 60V57*

As part of IDOT's Route 20 – Route 59 Intersection Improvement Project, project engineers offered to transfer jurisdiction of FR 2.91 (Rt. 20 Frontage Road) to the Village of Bartlett in return for a portion of our project participation cost (see attached documents). As specified by our project agreement with IDOT, our portion of the Route 20-Route 59 Improvements (contract 60V57), totals \$128,110.00. IDOT currently values the Frontage Road at \$113,200.00. Subtracting the current value of the Frontage Road results in a balance for the project of \$14,910.00. Bartlett would assume control of the Frontage Road after the contracts are signed.

I recommend that the Village accept the jurisdictional transfer of the Frontage Road and reduce the project costs for the Route20-Route 59 Intersection Improvement Project to \$14,910.00.

Please place this on the next available Board Agenda.

**MOTION:** I move to approve Ordinance 2017- \_\_\_\_\_, an ordinance approving the amendment to agreement between the State of Illinois and the Village of Bartlett dated April 25, 2016 State Contract No. 60V57, and providing for the addition of US Route 20 Service Road (FR 2.91) from the south side of the pavement of US Route 20 (FAP 345) easterly to its dead end to the municipal street system of the Village of Bartlett.

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

**AN ORDINANCE APPROVING THE AMENDMENT TO AGREEMENT BETWEEN THE STATE OF ILLINOIS AND THE VILLAGE OF BARTLETT DATED APRIL 25, 2016 STATE CONTRACT NO. 60V57, AND PROVIDING FOR THE ADDITION OF US ROUTE 20 SERVICE ROAD (FR 2.91) FROM THE SOUTH SIDE OF THE PAVEMENT OF US ROUTE 20 (FAP 345) EASTERLY TO ITS DEAD END TO THE MUNICIPAL STREET SYSTEM OF THE VILLAGE OF BARTLETT**

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**WHEREAS**, the State of Illinois (the "State") acting through its Department of Transportation ("IDOT"), and the Village of Bartlett (the "Village") entered into an Agreement dated April 25, 2016 for the reconstruction of FAP Route 345, US Route 20, at its interchange with IL Route 59, known as State Section No.: 7K-1(12), State Job No.: C-91-012-13, State Contract No 60V57 (alternatively hereinafter referred to as the "Agreement" or the "Improvement"); and

**WHEREAS**, the Village is willing to accept jurisdiction and maintenance of the US Route 20 Service Road in the Southwest Quadrant of the FAP Route 345/US Route 20 and Illinois Route 59 interchange, and the State of Illinois is willing to transfer jurisdiction thereof to the Village and to provide a jurisdictional transfer credit to the Village as more fully set forth in the ADDENDUM #1 AGREEMENT appended hereto, which revises the terms of the Agreement.

**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 ADDENDUM #1 AGREEMENT dated June 6, 2017, a copy of which is appended hereto, including Revised Exhibit A Including Jurisdictional Transfer Credit Estimate of Cost Contract 60V57, the Illinois Department of Transportation Local Agency – State Jurisdictional Transfer agreement attached thereto as Exhibit D, and the Location Map attached thereto as Supplement #1 (collectively, the "Jurisdictional Transfer Agreement") are hereby approved, and the Village President and the Village Clerk are hereby authorized and directed to execute and attest, respectively, the same on behalf of the Village.

**SECTION TWO:** That US Route 20 Service Road (FR 2.91) from the south side of pavement of US Route 20 (FAP 345) easterly to its dead end, in its entirety, be and the same is hereby added to the Municipal Street System of the Village of Bartlett.

**SECTION THREE:** The Village Clerk is directed to forward a certified copy of the Ordinance to the State of Illinois through its Regional Engineer's Office at Schaumburg, Illinois.

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

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** June 6, 2017

**APPROVED:** June 6, 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 Ordinance 2017- \_\_\_\_\_ enacted on June 6, 2017, and approved on June 6, 2017, as the same appears from the official records of the Village of Bartlett.

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

FAP Route 345  
US Route 20 at IL Route 59  
State Section: 7K-1(12)  
Cook County  
Job No. : C-91-012-13  
Agreement No.: JN-116-007  
Contract No.: 60V57

#### ADDENDUM #1 AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 A.D., by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and the VILLAGE OF BARTLETT of the State of Illinois, hereinafter called the VILLAGE.

#### WITNESSETH:

WHEREAS, the STATE and the VILLAGE entered into an AGREEMENT executed on the 25<sup>th</sup> day of April, 2016 for the reconstruction of FAP Route 345, US Route 20, at its interchange with IL Route 59, known as State Section No.:7K-1(12), State Job No.: C-91-012-13, State Contract No. 60V57, hereinafter referred to as the IMPROVEMENT; and

WHEREAS, since the execution of the aforementioned AGREEMENT, the VILLAGE has indicated its willingness to accept jurisdiction and maintenance of the US Route 20 Service Road in the Southwest Quadrant of the interchange; and

WHEREAS, the STATE concurs with said Jurisdictional Transfer and will provide a financial credit to the VILLAGE based on Present Worth; and

WHEREAS, Exhibit A (Estimate of Cost) and Page 2, Item Numbered 3, of the AGREEMENT shall be revised to reflect this revision.

NOW, THEREFORE, BE IT AGREED, that the aforementioned AGREEMENT is revised as follows as if fully incorporated therein:

3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this IMPROVEMENT is as shown on Revised Exhibit A attached hereto and made a part hereof.

BE IT FURTHER AGREED, that the Jurisdictional Transfer shall be accomplished in accordance with the terms of the Local Agency – State Jurisdictional Transfer Agreement (Form BLR 05210), identified as Exhibit D, attached hereto and made a part hereof.

Obligations of the STATE and VILLAGE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This Addendum Agreement shall be binding upon, and inure to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF BARTLETT

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Print or Type)

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

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

Attest:

\_\_\_\_\_  
Clerk

(SEAL)

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Anthony J. Quigley, P.E.  
Region One Engineer

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

REVISED EXHIBIT A

REVISED EXHIBIT A INCLUDING JURISDICTIONAL TRANSFER CREDIT  
ESTIMATE OF COST Contract 60V57

Type of Work	FEDERAL		STATE		VILLAGE OF BARTLETT		VILLAGE OF STREAMWOOD		TOTAL
	\$	%	\$	%	\$	%	\$	%	
All roadway work excluding the following:									
P&C Engineering (15%)	\$9,120,000	80%	\$2,280,000	20%		N/A%		N/A%	\$11,400,000
<b>LEFT TURN LANE, SHARED USE PATH &amp; SIDEWALK</b>	\$1,368,000	80%	\$342,000	20%		N/A%		N/A%	\$1,710,000
Left Turn Lane at Jain Center		N/A%		N/A%	\$68,000	100%		N/A%	\$68,000
P&C Engineering (15%)		N/A%		N/A%	\$10,200	100%		N/A%	\$10,200
Shared-use path on east side IL 59	\$101,600	80%			\$25,400	20%			\$127,000
P&C Engineering (15%)	\$15,240	80%			\$3,810	20%			\$19,050
Concrete sidewalk on west side IL 59	\$21,200	80%					\$5,300	20%	\$26,500
P&C Engineering (15%)	\$3,180	80%					\$795	20%	\$3,975
<b>TRAFFIC SIGNALS</b>									
IL 59 at north & south ramps of US 20	\$480,000	80%	\$120,000	20%		N/A%		N/A%	\$600,000
P&C Engineering (15%)	\$72,000	80%	\$18,000	20%		N/A%		N/A%	\$90,000
Install Emergency Vehicle Pre-emption Systems, 2 locations		N/A%			\$18,000	100%		N/A%	\$18,000
P&C Engineering (15%)		N/A%			\$2,700	100%		N/A%	\$2,700
<b>CREDIT</b> for Present Worth Value of FR 2.91 in Southwest Quadrant of the interchange					<b>-\$113,200</b>	100%			
<b>TOTAL</b>	<b>\$11,181,220</b>		<b>\$2,760,000</b>		<b>\$14,910</b>		<b>\$6,095</b>		<b>\$14,075,425</b>

NOTE: Local participation shall be predicated upon the percentages shown above for the specified work. Local Agency cost shall be determined by multiplying the final quantities times contract unit price plus the percentage shown for construction and/or preliminary engineering unless otherwise noted.



**EXHIBIT D**

Local Agency		Type of Systems Transfer	
Municipality:	Village of Bartlett	<b>Type 1</b>	<b>Type 2</b>
Township/Road District:		From: State Highway System	From: Local Highway System
County:	Cook	To: Local Highway System	To: State Highway System
Section Number:	7K-1(12)	Indicate Type of Systems Transfer: 1	

The above local agency, and the State of Illinois, acting by and through its Department of Transportation, agree to transfer the jurisdiction of the designated location in the manner indicated above under **Type of Systems Transfer**.

**Location Description**

Name U.S. 20 Service Road Route FR 2.91 Length 0.21 mile  
 Termini From the south edge of pavement of U.S. Route 20 (FAP 345) easterly to its dead end, in its entirety

This transfer  does  does not include Structure No. \_\_\_\_\_

The transfer  does  does not include a transfer to land rights (4-508). If it does, attach letter of intent approved by the Department.

WHEREAS, the authority to enter into this contract is granted the STATE by Section 4-409 of the Illinois Highway Code and the authority to make changes in the State Highway System is granted the State under Section 2-101 of the Illinois Highway Code.

**Include for Municipalities Only**

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1 and a copy of the ordinance as Addendum No. 2, and

**Include for Counties Only**

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1 and a copy of the resolution as Addendum No. 2, and

**Include for Township/Road Districts Only**

WHEREAS, the authority to make changes to the Township/Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code and said Highway Commissioner shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1, and

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective 21 calendar days after:

(check one)

- Final Inspection by the State (Type )
- Acceptance by the State
- Execution of Agreement
- Approval of Land Conveyance
- Other: Completion and acceptance of State Contract 60V57

**Supplements**

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this jurisdictional transfer.

Supplement No. 1 – Location Map; No. 2 – Bartlett Ordinance  
 (Insert supplement numbers of letters and page numbers, if applicable.)

IT IS FURTHER AGREED, that the provisions of this jurisdictional transfer shall be binding and inure to the benefit of the parties hereto, their successors and assigns.



# Illinois Department of Transportation

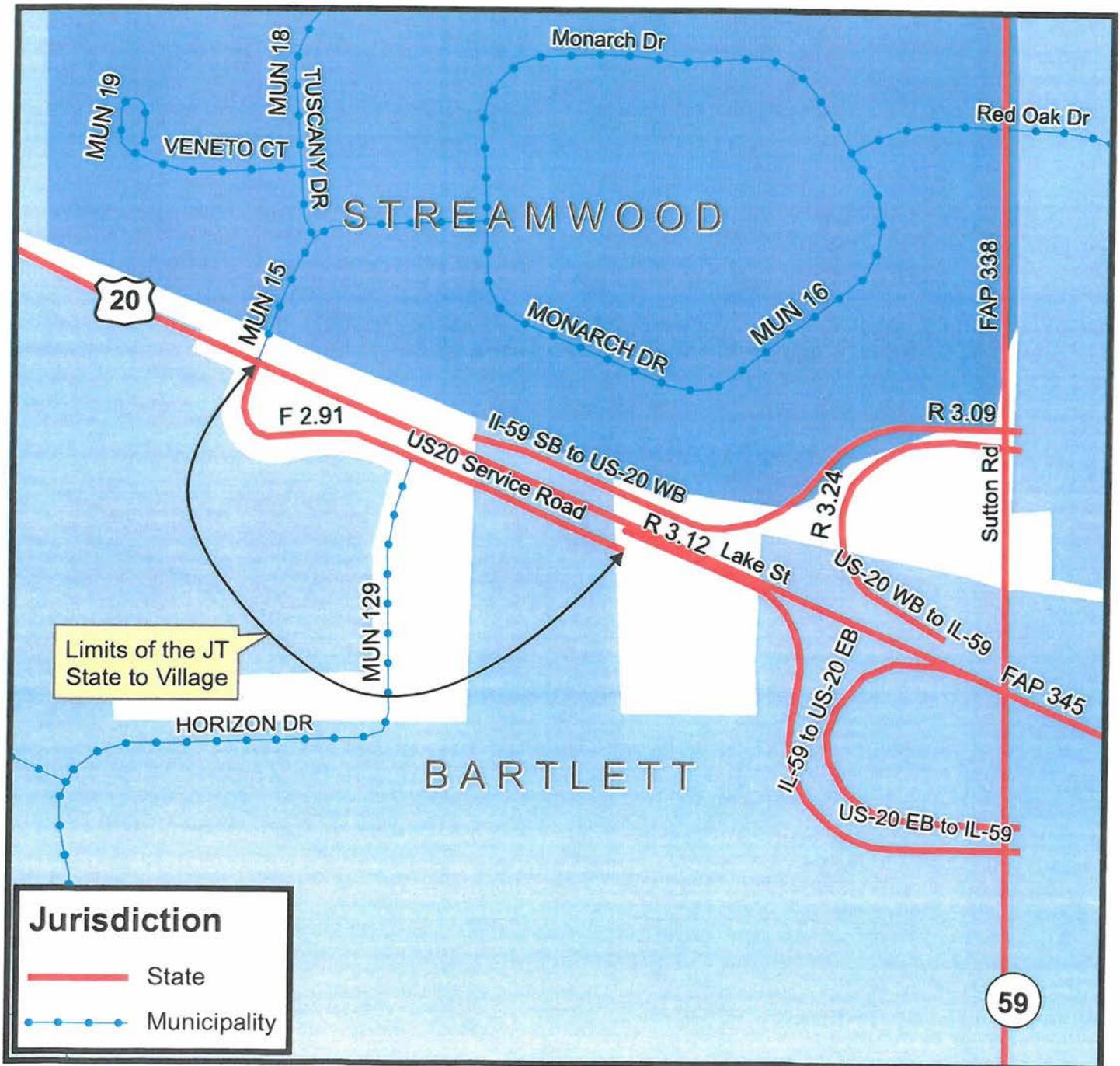
## Jurisdictional Transfer

STATE OF ILLINOIS  
TO  
VILLAGE OF BARTLETT

Cook County



US 20 SERVICE ROAD (FR 2.91)  
from the south edge of pavement of US Route 20 (FAP 345)  
easterly to the dead end, in its entirety





## Agenda Item Executive Summary

Item Name	Verizon Wireless License Agreement at Kent Circle Water Tower	Committee or Board	Board
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### BUDGET IMPACT

Amount:	NA (+\$3,083/month)	Budgeted	NA
List what fund	Water Fund		

### EXECUTIVE SUMMARY

Verizon Wireless has approached the Village to install cellular equipment at the Kent Circle water tower. We currently have a license agreement with T-Mobile, Sprint, and AT&T on this tower so this will be the fourth license agreement for this tower.

The agreement includes a \$17,500 initial payment with a monthly license fee of \$3,083.00 for the first five year term. The agreement includes three additional five year terms for a total of 20 years.

The Village Attorney and I have negotiated and reviewed this agreement with Verizon and believe this agreement is consistent with the existing agreements we currently have.

### ATTACHMENTS (PLEASE LIST)

Memo, Resolution, License Agreement w / Exhibits A, B, C, and D

### ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve Resolution 2017-\_\_\_\_\_, a resolution approving of the non-exclusive license agreement between the Village of Bartlett and Chicago SMSA Limited Partnership D/B/ A Verizon Wireless.

Staff: Dan Dinges, Director of Public Works

Date: 05/26/17

# PUBLIC WORKS MEMO



DATE: May 26, 2017

TO: Paula Schumacher  
Acting Village Administrator

FROM: Dan Dinges, PE  
Director of Public Works

SUBJECT: Verizon Wireless License Agreement at Kent Circle Water Tower

Verizon Wireless has approached the Village to install cellular equipment at the Kent Circle water tower. We currently have a license agreement with T-Mobile, Sprint, and AT&T on this tower so this will be the fourth license agreement for this tower.

The agreement includes a \$17,500 initial payment with a monthly license fee of \$3,083.00 for the first five year term. The agreement includes three additional five year terms for a total of 20 years.

The Village Attorney and I have negotiated and reviewed this agreement with Verizon and believe this agreement is consistent with the existing agreements we currently have.

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

**A RESOLUTION APPROVING OF THE NON-EXCLUSIVE  
LICENSE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND  
CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS**

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

**SECTION ONE:** The Non-Exclusive License Agreement dated May 26, 2017, between the Village of Bartlett and Chicago SMSA Limited Partnership d/b/a Verizon Wireless (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

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

ATTEST:

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

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2017 - \_\_\_\_\_ enacted on June 6, 2017 and approved on June 6, 2017, as the same appears from the official records of the Village of Bartlett.

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

## NON-EXCLUSIVE LICENSE AGREEMENT

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This Agreement (herein so called) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the VILLAGE OF BARTLETT, an Illinois home rule municipal corporation (the "Village" or "Licensor") and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, an Illinois limited partnership ("Verizon Wireless" or "Licensee") (collectively, the "Parties").

### RECITALS

**WHEREAS**, the Village is the owner of certain real estate commonly known as the Kent Circle Water Tower Property, which is legally described on Exhibit A (the "Water Tower Property"); and

**WHEREAS**, Verizon Wireless desires to obtain a license to utilize a portion of the Water Tower Property for the purpose of the construction, operation and maintenance of radio communications facilities near the base of the Tower, and to install and operate certain transmit and receive antennas attached to certain portions of the exterior of the Tower as provided for herein; and

**WHEREAS**, Verizon Wireless also desires a license for ingress and egress and a construction license for constructing, installing, removing, repairing, relocating, replacing, maintaining or operating improvements pursuant to this Agreement; and a utility license to be used for the purpose of the construction, installation, removal, repair, relocation, replacement, maintenance and operation of electrical, telephone and other communications facilities and transmission lines as may be required in connection with the transmission and distribution of electricity, telephone and other communications, and sounds and signals;

**NOW, THEREFORE**, in consideration of the terms, conditions and license fees hereinafter set forth and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. a. The Village hereby grants a non-exclusive license to Verizon Wireless for the Term as hereinafter defined in Section 3 of this Agreement to utilize a 20 foot by 36 foot portion of the Water Tower Property near the base of the Tower, as legally described on the land survey with sheet titled "SITE EXHIBIT" prepared by Williams & Works dated December 17, 2016, with final revisions dated May 8, 2017, as the "Licensed Site" attached hereto as Exhibit B and depicted thereon as the 20' x 36' License area lying south of the Tower and West of the existing equipment cabinet on the Southeast corner thereof for the purpose of installing, maintaining, operating and replacing its radio communications facilities, and to construct an equipment building as described in paragraph 1c herein and depicted and described on the preliminary engineering plans dated May 8, 2017, prepared by Terra Consulting Group, Ltd., copies of which are

attached hereto as Exhibit C and incorporated herein (the "Engineering Plans"), together with a 25'foot wide non-exclusive access license for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, to and from the Bartlett Avenue public right-of-way as legally described on Exhibit B under the heading "Access License" and as depicted thereon as the "Access License", and together with a 10 foot wide non-exclusive utility license area, and an 5 foot wide non-exclusive utility license area for the installation and maintenance of underground utility wires, cables, conduits, and pipes, subject to the terms and conditions herein, legally described on Exhibit B under the headings "Utility License" and depicted thereon as the "Utility License" and "10 Utility License" and depicted thereon as the 5' Wide Utility License, hereinafter sometimes collectively referred to as the "Utility License" or the "Utility License Areas". The areas depicted on the Engineering Plans as the Utility License and the Access License are collectively referred to herein as the "Utility and Access License Areas". The Village grants an additional non-exclusive license to Verizon Wireless to utilize space on the tank of the Tower as described and depicted on the Engineering Plans for the purpose of installing, maintaining, operating, and replacing 9 cellular antennas mounted to new antenna mounting pipes, as described in paragraph 1c, subject to the terms and conditions herein (the "Tower License"). The Licensed Site, the Access License, the Utility License and the Tower License are hereinafter collectively referred to as the "Licensed Premises." As used herein, "Facilities" include the Equipment Building, antennas, mounting brackets, utility lines (both within the 20' x 36' Licensed Site and under the Utility License), electronic equipment, and support structures thereto.

b. Licensee shall have access to the Licensed Site seven (7) days a week, twenty-four (24) hours a day. Notwithstanding the foregoing, Licensee shall reasonably notify the Village Public Works Department at 630-837-0811 in the event that Licensee requires access to the Water Tower during the hours of 8:00 a.m. to 4:30 p.m. Monday through Friday ("Business Hours"). In the event Licensee requires access to the Water Tower outside of Business Hours, on weekends, holidays or in the event of an emergency, Licensee shall contact the Village Director of Public Works, Dan Dinges, at 630-837-9348 in order to gain access to the Water Tower. Any and all construction work, including major repair, replacement or removal work shall be performed only between the hours of 7:00 a.m. and 9:00 p.m. on weekdays and 8:00 a.m. and 9:00 p.m. on Saturdays and Sundays.

c. Licensee is hereby permitted to construct an equipment building on the Licensed Site having external dimensions of approximately 25' 5.5" in width by 11' 6" in depth (the "Equipment Building") in accordance with the final engineering plans approved by the Village Engineer, the Village Building Director and the Village Public Works Director (the "Final Engineering Plans"). Licensee is hereby permitted to install and affix nine (9) cellular transmit and receive antennas mounted to new antenna mounting pipes on the Tower, which pipes and antennas on the Tower shall be painted to match the color of the Tower, and constructed and installed in strict accordance with the Final Engineering Plans and Village Public Works Director (the "Mounting Frames and Antennas"). Notwithstanding any provision in this Agreement to the contrary, Verizon Wireless shall install, maintain, operate, repair and replace the Mounting Frames and

Antennas and other Facilities so as not to cause unreasonable interference with any pre-existing licensee's operations and shall hold harmless, defend, and indemnify the Village for such interference as provided for in paragraph 24(d) herein. Licensee undertakes full and complete responsibility at all times hereafter for the expenses of, and quality of, construction, installation and compliance of Licensee's Facilities with all applicable federal, state and local laws, regulations and codes, code requirements and regulations of governmental authorities having jurisdiction over the construction and installation, including, but not limited to, compliance with acts affecting construction of public buildings and service areas used by public employees, and Licensee agrees to remedy or correct any deficiencies with such compliance. The construction shall be processed pursuant to permit and conducted by authorized and licensed personnel and shall be performed in compliance with local, state, and federal requirements for construction activities upon public property. Licensee shall be responsible for all permit costs. Prior to the issuance of building permits, Licensee shall maintain and provide the Village with evidence of each of the insurance coverages specified herein in the amounts so specified.

2. a. Provided Verizon Wireless is not in default under this Agreement beyond any period allowed hereby for cure, Verizon Wireless shall have the non-exclusive right, during the Term to conduct tests and to install, maintain, operate, replace or remove any of its Facilities in or upon the Licensed Premises (as defined in paragraph 1 above) all of which shall belong to and be removable by Verizon Wireless in accordance with paragraph 9 of this Agreement. The Village agrees that Verizon Wireless shall have access to the Licensed Premises per Section 1.b of this Agreement in order to conduct tests and to install, maintain, operate, replace or remove the Facilities pursuant to the Access License and subject to any conditions contained in this Agreement.

b. Prior to commencing construction and/or location of Facilities, including the construction of the Equipment Building and the installation of the Antennas, Verizon Wireless shall submit to the Village a complete set of Verizon Wireless's engineering plans for construction on the site. Prior to affixing the Mounting Frames and Antennas, Licensee shall furnish the Village with a report from a licensed structural engineer in which said engineer opines that the existing handrail is structurally sound and will support the Mounting frames and Antennas as designed under extreme weather conditions, including that they will withstand winds in excess of 75 mph. The Village shall review such plans within thirty (30) days of receipt of a complete set of said plans. If (i) the plans comply with all applicable federal, state and local codes, rules and regulations, including but not limited to the National Electric Safety Code and the National Electric Code (2011 edition) and the Bartlett International Building Code (2012 edition) as the same may be amended from time to time, (ii) the Village Building Director determines that said proposed Facilities will not endanger any person or property, (iii) the Village Engineer determines that the proposed Facilities will not affect the structural integrity of the Tower or the existing walkway, and (iv) the Village Public Works Director determines that the Facilities will not unreasonably interfere with the Village's current and/or future operations at the site, and/or with the operations and/or use of the Water Tower Property by any of the Village's licensees, lessees, invitees, or other permitted users, then the Village shall promptly issue a building permit. Prior to the receipt of such building permit, Verizon Wireless will not

begin construction on the Licensed Premises. The revised Engineering Plans to be approved by the Village Building Director, Village Engineer and Village Public Works Director are hereinafter referred to as the "Final Engineering Plans". Verizon Wireless shall cause all work performed hereunder and all equipment, materials, and goods installed and/or constructed hereunder to be in strict accordance with the Final Engineering Plans.

c. Notwithstanding any other provision of this Agreement to the contrary, Verizon Wireless shall not make any alterations, additions, installations, substitutes or improvements excluding routine maintenance and like-for-like replacements that are of substantially the same size, weight, and number of antennas and substantially the same mounting systems (hereinafter collectively called "Alterations"), which the Village has not approved pursuant to paragraph 2b above, in and to the Licensed Premises and/or Utility and Access License Areas without first obtaining the Village's written consent. The Village shall not unreasonably withhold or delay its consent; provided, Verizon Wireless shall have submitted new engineering plans and structural engineer's reports if the Alterations increase the number of antennas or the weight of any such antenna increases by more than five (5) pounds or the mounting system or type will change. However, the Village shall have no obligation to consent to Alterations that in the Village Engineer's reasonable opinion fail to comply with the requirements of paragraph 2b above. Verizon Wireless shall pay the Village's actual and reasonable costs not to exceed \$1,000.00 for reviewing or inspecting any proposed Alterations.

d. All work shall be done at reasonable times in compliance with hours allowed for construction under the Bartlett Building Code in a "first class" workmanlike manner, by contractors approved by the Village, according to the Final Engineering Plans approved by the Village, which consent shall not be unreasonably withheld or delayed. All work shall be done in compliance with all applicable laws, regulations and rules of any government agency with jurisdiction, and with all regulations of the Board of Fire Underwriters, Factory Mutual Engineering, or any other similar insurance body or bodies. Verizon Wireless shall be solely responsible for the effect of the Facilities and/or any Alterations on the Tower's structure or systems, notwithstanding that the Village has consented to the work, and shall reimburse the Village within thirty (30) days after receipt of an invoice for any actual and reasonable costs incurred by the Village by reason of any faulty work or damage to the Tower caused by Verizon Wireless or its contractors, or subcontractors, employees or agents, except to the extent that such damage may be due to or resulting from the negligence or willful misconduct of the Village. Within thirty (30) days after completion of the Facilities, including any Alterations, Verizon Wireless shall provide the Village with a complete set of "as-built" plans.

e. The parties agree that Verizon Wireless shall complete the initial construction of its communications facility in accordance with the Final Engineering Plans on or before the date that is twelve (12) months after the Commencement Date ("Construction Completion Date").

f. Verizon Wireless shall keep the Licensed Premises and Access and Utility License Areas and Verizon Wireless's license interest herein free of any liens or claims of liens, and shall discharge any such liens within ten days of their filing. To the fullest extent permitted by law, Verizon Wireless shall indemnify, defend and hold the Village harmless from and against any and all liens or claims for liens for material or labor by reason of any work done and/or material furnished by or to Verizon Wireless in connection with any construction, installation, maintenance, repair, Restoration Work, as defined herein, or other work undertaken at any time by Verizon Wireless or on behalf of Verizon Wireless, its contractors, subcontractors, and/or agents in or upon the Licensed Premises and/or Access and Utility License Areas. Prior to the commencement of any work, including the installation of any Antennas, Cabinets, or other Facilities, Verizon Wireless shall furnish the Village with a performance bond, labor and material payment bond in the amount of \$100,000.00 and in the form attached hereto as Exhibit D, co-signed by a surety licensed by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and having a policy rating of at least A- and a financial rating of at least VIII in the latest edition of the A.M. Best's Insurance Guide to guaranty the performance of Verizon Wireless's obligations hereunder, including but not limited to completion of construction by the Construction Completion Date, payment of all construction, installation, and replacement costs, license fees, taxes, completion of removal and restoration work by the Restoration Completion Date, and payment of the Restoration Work costs, if any, as required under paragraph 9 herein (the "Bond").

g. Verizon Wireless shall not conduct tests, install, maintain, operate, replace or remove any Facilities so as to disrupt, disturb or otherwise interfere with the activities of the Village without first obtaining the prior written permission of the Village.

3. a. The initial term (the "Initial Term") of this Agreement shall be five (5) years, and shall be based on the date Verizon Wireless commences installation of its equipment on the Water Tower Property, subject to Section 3.b below, or June 1, 2018, whichever occurs first (either being the "Commencement Date"), provided that Verizon Wireless is not then in default under this Agreement beyond any period allowed hereby for cure. THEREAFTER, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR THREE (3) ADDITIONAL TERMS OF FIVE (5) YEARS EACH (THE "RENEWAL TERMS") AT THE MONTHLY LICENSE FEES DESCRIBED IN PARAGRAPH 3B(3) HEREIN, UNLESS LICENSEE SHALL GIVE THE VILLAGE WRITTEN NOTICE AT LEAST 90 DAYS PRIOR TO THE EXPIRATION OF THE THEN CURRENT FIVE YEAR TERM OR RENEWAL TERM OF LICENSEE'S INTENTION NOT TO RENEW AND FURTHER PROVIDED THAT VERIZON WIRELESS IS NOT IN BREACH OR DEFAULT HEREUNDER AT THE TIME OF THE RENEWAL AND THAT THIS AGREEMENT HAS NOT BEEN EARLIER TERMINATED. During the Initial Term and Renewal Terms of this Agreement, either party may terminate the Agreement only in accordance with the provisions of paragraph 6, 15, paragraph 27 or paragraph 28. The word "Term" as used herein shall be deemed to include not only the Initial Term but the Renewal Terms as well, as and when the Renewal Terms commence unless sooner terminated under the terms hereof.

b. In the event the installation of equipment is determinative and such date falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if such date falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month. The Village and Verizon Wireless agree that they shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date Verizon Wireless commences installation of the equipment on the Water Tower Property. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. The Village and Verizon Wireless acknowledge and agree that initial rental payment(s) may not actually be sent by Wireless until forty-five (45) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and no written acknowledgement confirming the Commencement Date is required, Verizon Wireless shall send to the Village the rental payments for January 1 and February 1 by February 1, and if the Commencement Date is January 1 and a required written acknowledgement confirming the Commencement Date is dated January 14, Verizon Wireless shall send to the Village the rental payments for January 1 and February 1 by February 13.

c. (1) Effective as of the Commencement Date and on the first day of each month thereafter during the Initial Term, Verizon Wireless shall pay the Village a license fee in equal monthly installments of Three Thousand Eighty-Three and 00/100 dollars (\$3,083.00). A license fee for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. The license fee shall be payable to the Village at 228 South Main Street, Bartlett, Illinois, 60103, Attention: Village Treasurer. The parties acknowledge and agree that the initial payment of the monthly license fee will be sent by Licensee within forty-five (45) days after the Commencement Date.

(2) The monthly license fee for any Renewal Term(s) shall be payable on the first of each month according to the following fee schedule:

License Fee for the First Renewal Term (years 6 through 10):	\$3,500.00 per month
License fee for the Second Renewal Term (years 11 through 15):	\$4,000.00 per month
License Fee for the Third Renewal Term (years 16 through 20):	\$4,600.00 per month

Village hereby agrees to provide to Verizon Wireless certain documentation (the "Rental Documentation") evidencing Village's interest in, and right to receive payments under, this Agreement, specifically meaning that documentation necessary for Verizon Wireless to comply with tax and information return reporting rules of the Internal Revenue Service ("IRS") or state and local governments, including without limitation, IRS form W-9 and applicable state withholding forms, in a form reasonably acceptable to Verizon Wireless.

(3) As additional rent, Verizon Wireless shall make a one-time payment to the Village as a signing bonus in the amount of Seventeen Thousand Five Hundred and 00/100 dollars (\$17,500.00) ("One-Time Payment") payable within forty-five (45) days after the Commencement Date.

4. Verizon Wireless shall pay the entire cost of any utility service utilized by Verizon Wireless. Invoices for utility service shall be sent to Licensee at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, Washington 99210-2375 or emailed to [livebills@ecova.com](mailto:livebills@ecova.com). Licensee shall pay such utility invoices within thirty (30) days after receipt of the same from the Village.

5. The Utility License and Access License shall automatically terminate ninety (90) days after the termination or expiration of the other license(s) granted in paragraph 1(a) herein to the License Premises.

6. It is understood and agreed that Verizon Wireless's ability to use the Licensed Premises and the effectiveness of this Agreement is contingent upon Verizon Wireless's obtaining after the full execution of this Agreement any and all certificates, permits and other approvals that may be required by any federal, state or local governmental authorities and all electric and telephone utility connections to Licensee's Facilities that may be required for operation of the Facilities (collectively, the "Approvals"). In the event Verizon Wireless is unable to obtain said Approvals, this Agreement shall be rendered null and void with no further duty or obligation upon either party by virtue hereof except for Verizon Wireless's obligation to reimburse the Village for all of its expenses, including its attorney's fees in drafting this Agreement and the Village's consultant fees, including engineering fees to review all plans, drawings and specifications submitted or by or on behalf of Verizon Wireless, provided that such fee shall not exceed five thousand dollars (\$5,000.00) and shall be paid by Licensee within thirty days (30) after receipt of an invoice for the same from the Village.

7. The Village represents to Verizon Wireless that the Village has the authority to grant the license and rights being provided to Verizon Wireless under this Agreement. The Village acknowledges that Verizon Wireless is relying upon the foregoing representation in entering this Agreement and expending monies in connection therewith. Notwithstanding the foregoing, in the event the use of the Licensed Premises and/or Utility and Access License Areas is prevented by law, ordinance, government regulation, injunction or court order, Verizon Wireless's sole and exclusive remedy shall be limited to the termination of this Agreement, and in such event, the Village shall not be liable for any damages incurred by Verizon Wireless as a result of the termination of this Agreement as to the Licensed Premises and/or Utility and Access License Areas except to the extent that such termination is due to Village's failure to comply with any such law, ordinance, governmental regulation, injunction or court order. Verizon Wireless represents to the Village that it has the full right to enter into and perform this Agreement and to install, operate and maintain the Facilities and that the operation and maintenance

of the Facilities shall not infringe on the legal rights of any other licensed telecommunications providers.

8. a. Licensee, at its expense, shall defend, indemnify and hold harmless the Village, and its officials, officers, employees, volunteers, successors and assigns (collectively, the "Indemnified Parties") from and against any cost, claim, action, liability or damage of any kind, including, but not limited to, reasonable attorney's fees and court costs, arising from or caused by: (i) the conduct or management by Licensee and/or Licensee's Agents on the Licenses Premises, the Utility and Access Areas, the Tower, and/or the Facilities and/or any business, activity, and/or use thereon, or any work or thing whatsoever done, or condition created in or about the Licensed Premises, the Utility Access Areas, and/or the Tower during the Term of this Agreement by Licensee and/or Licensee's Agents; (ii) any act, omission, wrongful act or negligence of Licensee and/or Licensee's Agents and/or any licensee or tenant of Licensee, and/or any contractor, subcontractor of any tier, employee and/or agent thereof; (iii) any accident, injury or damage whatsoever occurring in or at the Licensed Premises and/or Water Tower Property attributable to the Facilities; and/or (iv) (v) property damage and/or bodily injury to or upon the Licensed Premises, and/or the Water Tower Property, attributable to acts and/or omissions of Licensee and/or Licensee's Agents; except to the extent caused by the negligent, willful, wanton or intentional acts of a party Indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. Licensee shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses, including, but not limited to reasonable legal fees, incurred by reason of Licensee's breach of any of its obligations under, or Licensee's default of, any provision of this Agreement, except to the extent caused by the negligent, willful, wanton or intentional acts of a party Indemnified hereunder.

The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this paragraph 8, and provide the indemnifying party with copies of any demands, notices, summons, or legal papers received in connection with such claim, demand, lawsuit or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnify obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

The obligations of this paragraph 8 shall survive the termination and/or non-renewal of this Agreement.

Licensee shall similarly require all contractors and subcontractors performing any Initial Construction Work, Alteration Work, Emissions Reduction Work, Remediation Work, and/or Restoration Work to indemnify the Indemnified Parties as provided above.

9. Within ninety (90) days after the expiration or termination of this Agreement ("Restoration Completion Date"), Verizon Wireless shall remove all of its Facilities from the Licensed Premises and Utility and Access License Areas and restore the Licensed Premises and Utility and Access License Areas to, and yield up the Licensed Premises, the Tower, and Utility and Access License Areas in at least as good a condition as existed prior to the Commencement Date, ordinary wear and tear excepted, including but not limited to the removal of the Facilities, including but not limited to, the cabinets, concrete pad, mounting frames, antennas, and utility lines (the "Restoration Work").

10. Except to the extent of the Village's obligation pursuant to this Agreement, Verizon Wireless shall keep the Licensed Premises and Utility and Access License Areas in good condition and repair in accordance with and shall otherwise comply in all respects with any and all applicable state, federal and municipal laws.

11. In the event the site or a portion of the site on which the Licensed Premises and/or Utility and Access License Areas are located is sold, leased or otherwise conveyed by the Village, or in the event the Village determines that the Licensed Premises and/or Utility and Access License Areas should be used by the Village or a third party with the permission of the Village for purposes inconsistent with the continued use of the Licensed Premises and/or Utility and Access License Areas as a location for the installation, operation, maintenance and repair of the Facilities, the Village, after the initial term, may require Verizon Wireless to relocate the Facilities at the Village's cost, to another location designated by the Village, provided that Verizon Wireless shall not be required to relocate the Facilities to such alternate site unless such alternate site is acceptable to Verizon Wireless in its reasonable discretion. If the Village and Verizon Wireless cannot agree on an alternative site, then this Agreement shall terminate and in such event the parties shall have no further liability therefor. The Village shall give Verizon Wireless not less than one hundred eighty (180) days written notice before Verizon Wireless can be required to relocate the Facilities pursuant to this paragraph. The Village agrees not to require Verizon Wireless to relocate the Facilities to an alternative site pursuant to this paragraph until at least five (5) years after the Commencement Date. Notwithstanding the provisions of this paragraph 11, the Village may not require Verizon Wireless to relocate its Facilities in order for the Village to lease or grant a license to another cellular provider for use of the Licensed Premises and/or Utility and Access License Areas.

12. Verizon Wireless shall maintain such insurance on the Facilities covering the loss or damage to the Facilities as it may deem reasonable and necessary. The Village shall have no liability for damage, loss or destruction to the Facilities, unless such damage, loss or destruction is due to an intentional, willful or reckless act of the Village.

13. Verizon Wireless may not assign or otherwise transfer all or any part of its interest in this Agreement or in the Licensed Premises and/or Utility and Access License

Areas without the prior written consent of the Village, which the Village may withhold in its sole discretion; provided, however, that Verizon Wireless may assign all (but not a part of) its interest to its parent company, any subsidiary or affiliate or to any successor in interest or entity acquiring fifty-one per cent (51%) or more of its stock or assets ("Assignee"), provided that any such assignment shall be subject to all the terms and conditions of this Agreement and any such assignee shall assume all of Licensee's obligations under this Agreement. The Village may assign and/or transfer its title in interest in this Agreement upon written notice to Verizon Wireless, subject to the assignee and/or the transferee assuming all of the Village's obligations herein. Notwithstanding the foregoing, any such assignment that requires any Alterations to and/or change in use or additional use, including but not limited to, installation of additional antennas and/or operating at a different frequency by any such parent, subsidiary and/or affiliate may be subject to additional license fees to be paid to the Village, as reasonably agreed between such assignee and the Village.

14. The Village waives any lien rights it may have concerning the Facilities which are deemed Verizon Wireless's personal property and not fixtures, and Verizon Wireless has the right to remove the same at any time without the Village's consent, provided that Verizon Wireless shall remain liable for the Restoration Work and payment of all license fees required herein.

15. a. If (1) Verizon Wireless shall be in default of the payment of the License Fee, and such default shall continue for twenty (20) days after written notice thereof is given to Verizon Wireless, or (2) Verizon Wireless shall default in the performance of any other of Verizon Wireless's material obligations contained in this Agreement and such default shall continue for thirty (30) days after written notice thereof is given to Verizon Wireless, then, in addition to any other remedies which may be available to the Village at law or in equity, upon five (5) days prior written notice to Verizon Wireless, the Village may, if the Village so elects, terminate this Agreement.

b. In the event that the Village shall be in default of the performance of any of its material obligations under this Agreement, and such default or action shall continue in effect for thirty (30) days after written notice thereof is received by the Village, then in addition to any other remedies at law or inequity which may be available to Verizon Wireless, Verizon Wireless may, upon five (5) days prior written notice to the Village, if it so elects, terminate this Agreement.

c. A party may terminate this Agreement by giving written notice to the other party (1) if bankruptcy, composition, reorganization, insolvency or liquidation proceedings are instituted by or against the other party and such proceedings are not dismissed within sixty (60) days after the date they were instituted, (2) if the other party makes an assignment for the benefit of creditors, or (3) if a trustee, receiver or similar officer of any court is appointed for the other party, whether with or without the consent of the other party.

16. Verizon Wireless shall conduct its operations at the Licensed Premises including the Utility and Access License Areas, and the Tower, and control its agents, employees, contractors, subcontractors, and invitees in such a manner so as not to create any nuisance or interfere with, annoy or disturb any use of the Water Tower Property by the Village or any other licensee, lessee, permitted user, occupant or invitee of the Village, who Licensee acknowledges has existing antennas on the Tower and equipment and appurtenances on the Water Tower Property. Verizon Wireless shall comply with any and all applicable federal, state and local laws, rules, regulations and ordinances, including those of the Village pertaining to the Licensed Premises including the Utility and Access License Areas, and the Tower as adopted from time to time.

17. a. Verizon Wireless shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Licensed Premises, Utility and Access License Areas and/or Water Tower Property, by Verizon Wireless, except that Verizon Wireless shall be permitted to use batteries for emergency power and other materials necessary for the installation and normal operation of Verizon Wireless's Facilities. If the presence of Hazardous Substances brought upon, kept, stored or used in or about the Licensed Premises, Utility and Access License Areas, and/or Water Tower Property by Verizon Wireless, its officers, employees, agents, or independent contractors, in violation of this paragraph, and/or said batteries used for emergency power, or other materials necessary for the installation and normal operation of the Verizon Wireless Facilities, result in contamination of the Licensed Premises, Utility and Access License Areas, Water Tower Property and/or other property owned, leased or controlled by the Village, Verizon Wireless shall pay for all actual costs of clean up and shall indemnify, hold harmless and at the Village's option, defend the Village, and its employees, affiliates, agents, volunteers, officers, and officials from and against any and all claims, demands, expenses (including actual and reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about the Licensed Premises, Utility and Access License Areas, or other property owned, leased or controlled by the Village, but only to the extent due to Verizon Wireless's fault or the fault of any of Verizon Wireless's officers, employees, agents, contractors or subcontractors; provided, however, that this indemnification shall not apply to the extent the Village causes any such environmental occurrence.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances", "materials", or "wastes" under any Federal law or the law of the state in which the Premises are located; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Verizon Wireless's activities

or the activities of any of Verizon Wireless's officers, employees, agents, contractors, or subcontractors, violate any Environmental Laws, Verizon Wireless shall cease such activities immediately upon notice from the Village. Verizon Wireless shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Verizon Wireless represents, to the best of its knowledge, to the Village that Verizon Wireless's use of the Licensed Premises and/or Utility and Access License Areas does not require Verizon Wireless to obtain any permits or licenses from any governmental body responsible for monitoring or otherwise overseeing compliance with Environmental Laws. Verizon Wireless further covenants to the Village that if any such permits or licenses for Verizon Wireless's Permitted Uses are required in the future, Verizon Wireless shall notify the Village immediately, obtain such permit or license within such time limits allowed by law, and provide the Village with copies of the same within five (5) days of receipt of issuance.

b. The Village represents that, to the best of its actual knowledge, it has not caused any Hazardous Substances to be brought upon, kept, stored or used in or about the Licensed Premises and/or Utility and Access License Areas. If the presence of Hazardous Substances existing prior to this Agreement on the Licensed Premises and/or Utility and Access License Areas, which were brought upon, kept, stored or used in or about the said property by the Village, its employees, agents, contractors, or subcontractors, acting on behalf of and at the direction of the Village in violation of this paragraph results in contamination of the Licensed Premises and/or the Utility and Access License Areas, the Village shall pay for all actual costs of clean up and shall indemnify, hold harmless and at Licensee's option, defend Licensee and its employees, affiliates and agents from and against any and all claims, demands, expenses, costs, fines, penalties and other liabilities, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about the Licensed Premises and/or Utility and Access License Areas due to the Village's fault or the fault of the Village's employees, agents, contractors, or subcontractors, acting on behalf of and at the direction of the Village; provided, however, that this indemnification shall not apply to the extent Licensee, or any of its employees, agents, contractors, subcontractors, lessees or licensees cause or contribute to any such environmental occurrence. "Verizon Wireless shall not be responsible for any environmental condition existing prior to the effective date of this Agreement or that otherwise does not result from the activities of Verizon Wireless".

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances", "materials", or "wastes" under any

Federal law or the law of the state in which the Premises are located; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws").

The Village represents, to the best of its actual knowledge, to Licensee that the Village's use of the Tower does not require the Village to obtain any permits or licenses from any governmental body responsible for monitoring or otherwise overseeing compliance with Environmental Laws. The Village further represents that if any such permits or licenses for the Village are required in the future, the Village shall notify Licensee immediately, obtain such permit or license within such time limits allowed by law, and provides Licensee with copies of the same within five (5) days of receipt of issuance.

18. Verizon Wireless shall procure and maintain for the duration of this Agreement and any extensions or renewals thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with Verizon Wireless's operation and use of the Licensed Premises including the Facilities, Utility and Access License Areas, and/or the Tower, and/or installation, construction, alterations, and/or removal of the Facilities. The cost of such insurance shall be borne by Verizon Wireless, and shall be in the following coverages and amounts (the "Minimum Insurance Requirements"):

a. Commercial General Liability Coverage covering Verizon Wireless and including the Village and its officers, officials, employees, volunteers, and assigns, as an additional insured as their interest may appear (the "Additional Insured") as respects liability arising out of the Licensed Premises including the Utility and Access License Areas, the Tower, the Facilities, and/or the Alterations, including premises, operations, independent contractors, products, completed operations, personal injury, advertising, injury and contractual liability, and/or arising out of activities performed by Verizon Wireless or its employees. Verizon Wireless agrees that in the event any of its authorized agents, contractors or subcontractors should: a) cease operation; b) exhaust its insurance limits due to previous claim payments; or c) have its insurance policies cancelled by its insurer, Verizon Wireless will assume that agent, contractor or subcontractor's responsibility for outstanding insurance claims arising out of activities performed by such agent, contractor or subcontractor on the Licensed Premises. Said insurance coverage shall contain no special limitations on the scope of coverage afforded Additional Insured. Said insurance coverage shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the Village, except for claims attributable to the sole negligence, willful/wanton, or intentional misconduct of the Village, its officials, or employees, as respects the Village, its officers, officials, employees, volunteers and agents. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers and agents shall be in excess of Verizon Wireless's insurance and shall not contribute with it. Verizon Wireless shall maintain limits of not less than \$3,000,000 combined single limit for any one occurrence for bodily injury, personal injury and property damage and \$5,000,000 general aggregate. Licensee shall also furnish the Village with a copy of the "Blanket Additional Insured Endorsement"

including the Village, its officials, officers, employees, volunteers, and assigns as an additional insured. All insurance shall be from any insurance company or companies licensed, authorized or permitted to do business in Illinois with a policy holder's rating of at least an "A-" and a financial rating of at least "VII" in the latest edition of the Best Insurance Guide.

b. Worker's Compensation and Employers' Liability: Workers compensation limits as required by statute and Employers' Liability limits of \$1,000,000 each accident; \$1,000,000 per disease-each employee; \$1,000,000 disease policy limit.

c. Commercial Automobile Liability: Verizon Wireless shall maintain commercial auto liability insurance with a combined single limit of not less than \$1,000,000 each accident covering all owned, hired and non-owned autos.

d. Verizon Wireless shall, prior to the Commencement Date and prior to the installation of any of its Facilities, and from time to time at the Village's request during the Term, furnish to the Village certificates evidencing such coverage. Upon receipt of notice of cancellation from its insurer, Verizon Wireless shall provide the Village with thirty (30) days prior written notice of such cancellation.

e. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Agreement by any action or omission, including, but not limited to (1) allowing any work to commence by or on behalf of the Licensee before the Village is in receipt of certificates of insurance, (2) failing to review any certificates of insurance received, or (3) failing to advise Licensee that any certificate of insurance fails to contain all the required insurance provisions, or may be deficient in any other manner. Licensee agrees that the obligation to provide the insurance required under this Agreement is solely its responsibility and that it is a requirement which cannot be waived by any action, inaction or omission by the Village.

f. Any contractor or subcontractor of Licensee performing any work and/or Alteration upon the Water Tower Property, including but not limited to any construction, installation, improvements, maintenance, repairs, alteration, and/or removal and/or replacement of any Facilities ("Licensee's Agents") shall similarly maintain at their sole cost substantially the same insurance with substantially the same limits as required of Verizon Wireless including but not limited to furnishing the Village with the Additional Insured Endorsements required pursuant to paragraph 18a above.

g. Notwithstanding any provision herein to the contrary, in the event Licensee and/or Licensee's Agents fail to maintain the Minimum Insurance Requirements, the licenses granted herein shall be immediately suspended until Licensee and Licensee's Agents comply with the Minimum Insurance Requirements and furnish documentation to the Village evidencing such compliance.

h. The Village reserves the right to reasonably amend the types and amounts of coverages required herein every five (5) years based on recommendations from the Village's then existing risk management agency or other insurance provider.

19. Verizon Wireless shall not use or permit the Licensed Premises and/or Utility and Access License Areas to be used in any manner which would render the insurance thereon void or the insurance risks more hazardous; provided, however, that if Verizon's use of the Licensed Premises, the Utility and Access Areas and/or the Tower does make the insurance risks more hazardous, then without prejudice to any other remedy of the Village for such breach, Verizon shall pay to the Village on demand the amount by which the Village's insurance premiums are increased as a result of such use immediately following receipt of documentation from the Village evidencing said increase in insurance premiums. Verizon shall not use or occupy the Licensed Premises, the Utility and Access License Areas and/or the Tower, or permit the Licensed Premises to be used or occupied contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto, or in any manner which would cause structural injury to the Tower or other Village property or cause injury to person(s) or which would constitute a public or private nuisance or waste.

20. In any case where the approval or consent of the Village is required, requested or otherwise to be given under this Agreement, such approval or consent shall be given in writing by the Village Administrator, and Verizon Wireless may rely upon any such written approval or consent. In any case where the approval or consent of a party is required under this Agreement, the party shall not unreasonably delay or withhold its approval or consent.

21. The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. The parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations hereunder.

22. The Village represents to Verizon Wireless that to the best of its actual knowledge the Tower currently complies with all marking and lighting requirements of the Federal Aviation Administration and FCC. The Village agrees to correct any deficiencies of such current requirements if cited by either agency. If either agency requires different or additional markings or lighting because of Verizon Wireless's use of the Tower, such compliance shall be at the sole expense of Verizon Wireless.

23. Verizon Wireless acknowledges that the Licensed Premises, Utility and Access License Areas and Water Tower Property are currently exempt from all taxes, including, but not limited to, real estate taxes. In the event, however, (a) this License Agreement or the rights granted under this Agreement results in the full or partial loss of such exemption, or (b) the Licensed Premises, Utility and Access License Areas and/or the non-licensed portion of the Water Tower Property become subject to the assessment of real estate taxes and/or a tax on the leasehold and/or license interest as a result of this

Agreement and/or Verizon Wireless's use and/or operations of the Licensed Premises and/or the Utility and Access License Areas, then Verizon Wireless agrees to pay the Village the amount of any such tax within thirty (30) days after receipt of an invoice therefore, but reserves the right to appeal such assessment, prior to the due date therefor for each tax year this Agreement remains in effect, including any and all extensions. In the event other non-municipal users install equipment on the premises resulting in any such tax assessment, the amount of any such tax shall be prorated between such users. Verizon Wireless shall also pay any and all taxes on personal property and any sales, use, occupation, or similar taxes attributable to Verizon Wireless's use and/or operation of the Facilities, Licensed Premises, and/or Utility and Access License Areas.

24. a. Verizon Wireless shall operate the Licensed Premises and Utility and Access License Areas and the Facilities in a manner that will not cause interference to the Village and other existing licensees of the site. All operations by Verizon Wireless shall be in compliance with all Federal Communications ("FCC") requirements, including the operation of all equipment.

b. Subsequent to the installation of the Facilities, the Village shall not permit itself, its lessees or licensees to install new equipment on the Tower, the Licensed Premises, and the Utility and Access License Areas, or any of said areas, if such equipment is likely to cause interference with Verizon Wireless's operations. Such interference shall be deemed a material breach by the Village. In the event interference occurs, the Village agrees to take all reasonable steps necessary to eliminate such interference. Notwithstanding the above, the Village shall have the right to install equipment that is in compliance with all FCC standards and regulations. The parties agree that Verizon Wireless's remedies for such interference shall include, but are not limited to, specific performance and/or injunctive relief in order to enforce the provisions of this paragraph.

c. Should the Village claim interference due to Verizon Wireless' Facilities, Verizon Wireless shall cooperate with the Village to determine whether or not Verizon Wireless' Facilities and/or operations are the source of such claimed interference. Such cooperation shall include, but not be limited to, intermodulation studies. Should it be determined by such studies that such interference is directly attributable to the operations of Verizon Wireless' Facilities, Verizon Wireless, at its sole cost and expense, shall take all reasonable measures to modify the Facilities in order to eliminate such interference.

d.

25. If either party hereto defaults in the performance of any obligations hereunder and such default continues beyond the applicable cure period, the non-defaulting party, after providing written notice to the defaulting party in accordance with Section 29, may perform such obligation on the defaulting party's behalf. The non-defaulting party shall make reasonable efforts to have said work performed in the presence of the defaulting party. In so doing, the non-defaulting party may, but shall not

be required to, make any payment of money or perform any other act. All actual and reasonable sums paid by the non-defaulting party, and all incidental costs and expenses, shall be due and owing from the defaulting party to the non-defaulting party within thirty (30) days after receipt of an invoice therefore, together with interest from the date of demand to the date of payment at the rate of 10% per annum or the highest rate permitted by applicable law. Notwithstanding the above, the non-defaulting party shall allow the defaulting party thirty (30) days to perform said obligation(s) prior to having said work performed on its behalf, unless the performance of said work is necessary to protect the health and/or safety of person(s) and/or to avoid damage to property, in which case the non-defaulting party may perform or cause to be performed such work immediately, and shall provide notice to the defaulting party as provided above to the extent practical under the circumstances.

26. If either party institutes any action to enforce the provisions of this Agreement or to seek a declaration of rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs as part of any award.

27. In the event the Village determines that it is in its best interests to raze the Tower, to re-paint the Tower, or otherwise perform repairs or maintenance work on the Tower, the Village shall give Licensee 180 days prior written notice to Verizon Wireless of its intention to raze the Tower or perform such other maintenance work, in which event Verizon Wireless shall remove its personal property from the Tower and the Village shall permit Licensee use of temporary cellular facilities including a cellular-on-wheels facility, direct-bury monopole, ballast tower or similar installation at Licensee's sole cost and expense, during the time it takes for the Village to complete the painting, repair or maintenance work to the Tower, upon the Water Tower Property if feasible; otherwise, provided that the location for such temporary facility is reasonably acceptable to Licensee, and subject to the approval of the Village Engineer and the Director of Public Works. Within ninety (90) days after notice from the Village of completion of said painting, repair or maintenance work, Licensee may remount and reconnect the Antennas that were temporarily removed from the Tower in the same location, all at the Licensee's sole cost, except that during the time of such temporary relocation no monthly license fee shall be due from Licensee. The Village agrees that after the Commencement Date, it will not repaint the Tower more than once every 10 years during the term or any extended term of this Agreement.

28. This Agreement may be terminated without further liability as follows: (i) in accordance with paragraphs 6 and/or 15 of this Agreement; or (ii) by Licensee for any reason or for no reason, provided Licensee delivers written notice of early termination to the Village no later than thirty (30) days prior to the Commencement Date; or (iii) by Licensee at any time to be effective as of the next annual anniversary of the Commencement Date provided Licensee delivers written notice of early termination to the Village at least nine (9) months prior to the end of the then current license year; or (iv) by Licensee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Facilities, provided that Licensee shall use its best efforts to obtain and maintain said licenses, permits and other necessary approvals;

or (iv) by Licensee if Licensee is unable to occupy and utilize the Licensed Premises due to an action of the FCC, including, without limitation, a take back of channels or change in frequencies. Nothing in this paragraph shall be construed as relieving Licensee of its obligation to perform the Restoration Work in accordance with paragraph 9 of this Agreement.

29. a. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served:

(1) When delivered by overnight courier to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday excluding federal holidays; or

(2) When mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid.

b. Notice shall be given to the following:

If to Verizon Wireless:

Chicago SMSA Limited Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, NJ 00192  
Attn: Network Real Estate

If to the Village:

Village of Bartlett  
228 South Main Street  
Bartlett, Illinois, 60103  
Attn: Valerie Salmons, Village Administrator

With required copy to:

Bryan E. Mraz & Associates, P.C.  
111 East Irving Park Road  
Roselle, Illinois, 60172  
Attn: Bryan E. Mraz

c. Either party hereto may change the place or notice to it by sending written notice to the other party.

30. Notwithstanding any other provision of this Agreement, any license, privilege, or right to occupy any public way within the corporate limits of the Village is non-exclusive.

31. Within thirty (30) days after completion of the construction of the Facilities, Licensee shall test the radio frequency ("RF") emissions and the electromagnetic field ("EMF") emissions to determine whether the RF and/or EMF emissions exceed any

federal, state, and/or local limits and/or standards relative to same ("Allowable Emissions"). Licensee shall furnish said test results to Licensor documenting the Facilities in compliance with the Allowable Emissions. In the event, the RF and/or EMF omissions exceed the applicable Allowable Emissions, Licensee, at its sole cost, shall cause the Facilities to comply with the Allowable Emissions and shall furnish additional test results to Licensor documenting the Facilities in compliance with the Allowable Emissions within forty-five (45) days of the construction of the Facilities (the "Emissions Reduction Work").

32. Compliance with Law. All goods, equipment, and all labor furnished relative to the Facilities and/or Licensed Premises, including but limited to any and all Initial Construction, maintenance, operations, use, repairs and/or Alterations shall comply with all applicable Federal, State and local laws, rules, and regulations relative thereto including, but not limited to, all regulations, rules and/or laws as required by the Federal Occupational Safety and Health Act (OSHA), the Illinois Department of Labor (IDOL), the U.S. Department of Labor (USDOL), EEOC, FCC, the Illinois Department of Human Rights, and/or the Human Rights Commission and all applicable Village of Bartlett Ordinances and Codes including but not limited to the Village of Bartlett Building Codes and Zoning Ordinances (collectively, the "Laws"). In the event of any conflicting Laws, the most stringent Law shall apply. To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold harmless the Village, its officials, officers, employees, and volunteers from loss or damage, including, but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any Laws or Law. This obligation shall survive the expiration and/or termination of this Agreement.

33. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party. Nothing in this Agreement, including but not limited to the provisions of paragraphs 8 and/or 17, shall be construed and/or interpreted in any way as a waiver, express or implied, of any common law and/or statutory privileges and/or immunities of the Village, its officials, officers, employees, volunteers and/or agents, as to any claim, cause, and/or cause of action of any kind or nature whatsoever.

34. a. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties with respect to the subject matter hereof.

b. [INTENTIONALLY OMITTED]

c. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

d. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of Cook County, Illinois.

e. In construing this License Agreement, section headings shall be disregarded.

f. Any recitals herein are hereby incorporated into this Agreement by reference.

g. The following exhibits are attached hereto and incorporated herein and made a part hereof:

(i) Exhibit A - Legal Description of Water Tower Property

(ii) Exhibit B - Land Survey

(iii) Exhibit C – Preliminary Engineering Plans

(iv) Exhibit D – Form of Performance Bond - Labor and Material Payment Bond

h. Time is of the essence of this Agreement and every provision contained herein.

i. The parties acknowledge that this Agreement was freely negotiated by both parties, each of whom was represented by counsel; accordingly, this Agreement shall be construed according to the fair meaning of its terms, and not against either party.

j. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

k. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

[Signature Appear on Following Page]

CHICAGO SMSA LIMITED PARTNERSHIP

By: Cellco Partnership

Its: General Partner

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

Name: \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
Name:

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

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

VILLAGE OF BARTLETT:

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

Kevin Wallace  
Village President

Attest:

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

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

Exhibit A

Legal Description of Water Tower Property

ALL THAT PARCEL OF LAND IN DU PAGE COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC # R74-64255, ID# 01-03-301-002, BEING KNOWN AND DESIGNATED AS FOLLOWS:

THE WEST 300 FEET OF THE EAST 650 FEET OF THE NORTH 250 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

EXCEPTING AND RESERVING THEREFROM ALL THAT PROPERTY CONVEYED FROM VILLAGE OF BARTLETT TO KENROY, INC., BY DEED DATED 02/02/1978 AND RECORDED 02/28/1978 IN DOC# R78-16621, DUPAGE COUNTY RECORDS, AND DESCRIBED AS FOLLOWS: THE NORTH 344.0 FEET (EXCEPT THE EAST 650.0 FEET THEREOF) OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF BARTLETT, DUPAGE COUNTY, ILLINOIS.

EXCEPTING AND RESERVING THEREFROM ALL THAT PROPERTY CONVEYED FROM VILLAGE OF BARTLETT TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 21ST DAY OF MAY 1973 KNOWN AS TRUST NUMBER 46069, BY DEED DATED 06/20/1989 AND RECORDED 11/10/1989 IN DOC# R89-142619, DUPAGE COUNTY RECORDS, AND DESCRIBED AS FOLLOWS:

THE SOUTH 1 FOOT OF THE NORTH 345 FEET (EXCEPT THE EAST 650 FEET THEREOF) OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

ALL THAT PARCEL OF LAND IN DU PAGE COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC # R78-19847, ID# 01-03-301-005, BEING KNOWN AND DESIGNATED AS FOLLOWS:

THE SOUTH 95.00 FEET OF THE NORTH 345.00 FEET OF THE WEST 300.00 FEET OF THE EAST 650.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO

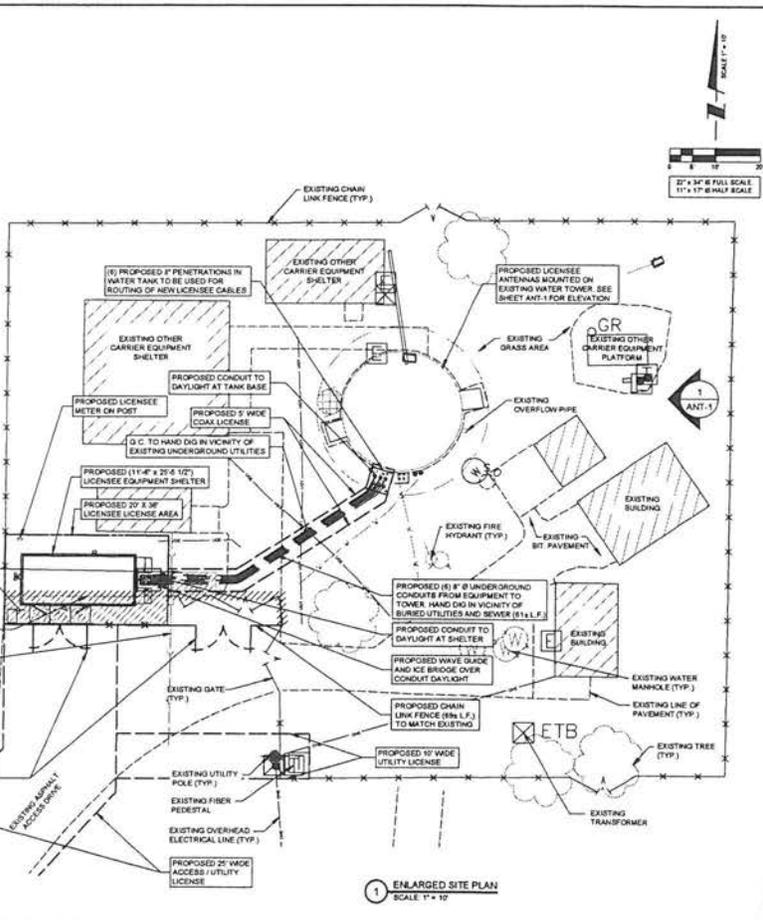
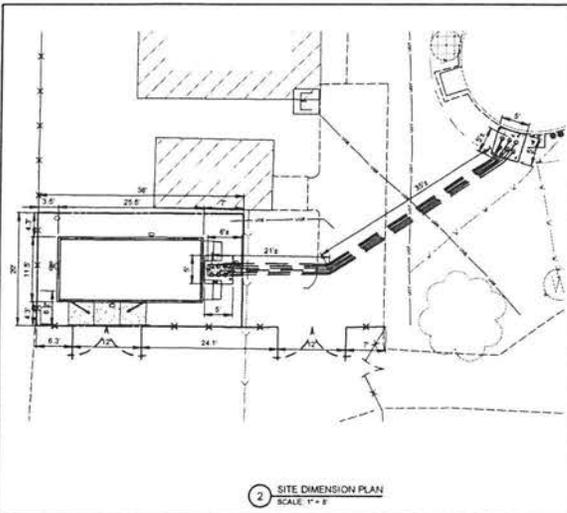
THE EAST 350.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTERLINE OF STEARNS ROAD AS SHOWN ON DOCUMENT NO. R62-27629. ALL SITUATE IN DUPAGE COUNTY, ILLINOIS AND CONTAINING IN ALL 8.59 ACRES MORE OR LESS.

Exhibit B  
Land Survey  
[See Attached]



Exhibit C  
Preliminary Engineering Plans  
[See Attached]





SURVEY PERFORMED BY  
**williams & works**  
engineers | surveyors | planners  
914 224 1500 phone | 914 224 1500 fax  
348 Osborn Ave. 10th | Grand Rapids, MI 49503

BM#1 322.44  
DESCRIPTION: BOX OUT ON THE SOUTHERLY SIDE OF OF WATER TOWER CONCRETE BASE.  
DATUM: ALL ELEVATIONS ARE BASED ON NAVD 83 DATUM. CONTOURS ARE ILLUSTRATED AT 1'0" INTERVALS.

PAVEMENT MATERIALS  
LEASE SITE:  
80 S.Y.  
8" COMPACTED AGGREGATE BASE COURSE, WITH 3/4" CRUSHED AGGREGATE, NO FINES, OR APPROVED EQUAL, W/RTI 500X SUBGRADE GEOTEXTILE FABRIC OR APPROVED EQUAL 80 L.F. OF FENCING.  
THE CONTRACTOR SHALL INCLUDE AS PART OF THE BID, THE COST OF REMOVAL OF ANY SURFACE VEGETATION AND ORGANIC SOILS OR OTHER DELICIOUS MATERIALS AND THE REPLACEMENT WITH ENGINEERED BACKFILL FOR THE AGGREGATE ACCESS DRIVE AND LEASE SITE, IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.

OPERATES 24 HOURS  
A DAY 365 DAYS A YEAR  
Call before You Dig  
ILLINOIS  
ONE CALL SYSTEM  
CALL 800 4 A TOLL FREE  
1-800-4-A-TOLL-FREE  
14 HOURS BEFORE  
1-800-4-A-TOLL-FREE

**CHICAGO SMSA**  
limited partnership  
d/b/a VERIZON WIRELESS

**TERRA**  
CONSTRUCTION MANAGEMENT  
1000 N. LAKE ST. SUITE 1000  
CHICAGO, IL 60611  
TEL: 312.467.1000  
WWW.TERRACONSTRUCTION.COM

NO.	DATE	DESCRIPTION
1	12/18/18	ISSUED FOR REVIEW
2	12/18/18	REVISED PER THE LOCATION
3	12/18/18	REVISED PER THE LOCATION
4	12/18/18	REVISED PER THE LOCATION
5	12/18/18	REVISED PER THE LOCATION
6	12/18/18	REVISED PER THE LOCATION
7	12/18/18	REVISED PER THE LOCATION
8	12/18/18	REVISED PER THE LOCATION
9	12/18/18	REVISED PER THE LOCATION
10	12/18/18	REVISED PER THE LOCATION

LOC. # 420223  
RT 27 & RT 6  
KENT CIRCLE  
WATER TANK  
818 KENT CIRCLE  
BARTLETT, IL 60103

DRAWN BY: JMR  
CHECKED BY: DS  
DATE: 12/18/18  
PROJECT #: 33-3441

SHEET TITLE  
ENLARGED  
SITE PLAN  
SHEET NUMBER  
**C-1**



Exhibit D  
Form of Performance Bond - Labor and Material  
Payment Bond  
[See Attached]

**PERFORMANCE BOND -  
LABOR AND MATERIAL PAYMENT BOND FORM**

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KNOW ALL PERSONS BY THESE PRESENTS, that we, Chicago SMSA Limited Partnership, an Illinois limited partnership, d/b/a Verizon Wireless (hereinafter "Principal") as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and licensed by the Illinois Department of Insurance to issue and sign surety bonds in the State of Illinois, as Surety (the "Surety") are held and firmly bound unto the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Village" or "Obligee"), as Obligee in the full and just amount of One Hundred Thousand U.S. Dollars (\$100,000.00) (the "Penal Sum") for the payment of which the Principal and the Surety jointly and severally bind themselves and their respective successors, assigns and legal representatives firmly by these Presents.

WHEREAS, the Principal and Obligee have entered into a Non-Exclusive License Agreement dated \_\_\_\_\_, 2017, which is incorporated herein by reference as though fully set forth herein (the "License Agreement"), wherein Obligee has granted Principal certain non-exclusive licenses for installing, maintaining, operating, and replacing radio communications facilities, utilities incident thereto, and for ingress and egress to and from the Licensed Premises upon certain terms and conditions as provided for in said License Agreement.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE:

PART I  
PERFORMANCE BOND

THE FIRST CONDITION OF THIS OBLIGATION is such that if the Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said License Agreement specified to be done, kept, and/or performed by Principal, including, but not limited to (i) the installation, construction, maintenance, repairs operation, alterations, and replacement of the Facilities by Principal with materials of good quality in strict accordance with the plans and drawings approved by the Village (the "Plans") and in full and complete compliance with the provisions of the License Agreement (the "Construction Work") on or before the Construction Completion Date (hereinafter defined); (ii) the payment of all license fees, taxes, and other monies owed by Principal to the Village under the License Agreement; and (iii) completion of the Restoration Work by Principal in strict compliance with the provisions of paragraph 9 of the License Agreement, on or before the Restoration Completion Date (hereinafter defined), then this obligation shall be null and void, otherwise it shall remain in full force and effect.

1. Completion Date. The Construction Work shall be completed within twelve (12) months of the Commencement Date of the License Agreement (the "Construction Completion Date") in strict compliance with the terms and conditions of the License Agreement. The Restoration Work shall be completed within ninety (90) days of the expiration and/or termination of the License Agreement (the "Restoration Completion Date"). The initial term of the License Agreement will expire five (5) years from the Commencement Date as provided in paragraph 3 of the License Agreement, and will automatically renew, subject to the terms of section 3a of the License Agreement, for three additional terms of five (5) years each, unless sooner terminated under the terms of the License Agreement (the "Expiration Date").

THE SURETY HEREBY WAIVES NOTICE OF ANY ALTERATION  
OR EXTENSION OF THE TIME LIMITS BY THE VILLAGE.

2. If the Principal fails to complete the Construction Work in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and the provisions of the License Agreement and/or fails to complete the Restoration Work in strict accordance with the provisions of the License Agreement on or before the Restoration Completion Date, the Surety shall promptly upon receipt of written notice from the Village:

(a) Cause the Construction Work or Restoration Work, as the case may be, to be completed in a good and workmanlike manner in strict accordance with the Plans and the applicable provisions of the License Agreement, or

(b) Obtain a bid or bids for submission to the Village for completing the Construction Work and/or Restoration Work (as the case may be, hereinafter the "Work") in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and the provisions of the License Agreement, and, upon determination by the Surety of the lowest responsible bidder (or, if the Village elects, upon determination by the Village and the Surety jointly of the lowest responsible bidder) arrange for a contract or contracts (the "Contract") for the completion of the Work between such bidder and the Village, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract) but in no event later than ninety (90) days after the applicable Completion Date set forth above, sufficient funds to pay the cost of completion of the Work; but not exceeding the Penal Sum, except to pay such additional expenses as provided in paragraphs 25 and 26 of the License Agreement and paragraph 7 hereof. The foregoing shall be a limitation of liability only as to the Surety and shall not be construed in any manner so as to be a limitation on liability as to the Principal for damages or expenses caused directly or indirectly by the acts or omissions of the Principal, a default under the License Agreement by the Principal, and/or arising out of the Work.

3. If the Principal shall fail to pay any license fee, taxes and/or other monies owed by Principal to the Village under the License Agreement beyond any period allowed for cure thereunder, then Surety shall promptly upon receipt of written notice

from the Village (a) make payment to the Village of such license fee or other monies owed by Principal to the Village within 30 days of receipt of such demand; and (b) make payment to the Cook County Treasurer or such other taxing body to whom taxes are owed under the License Agreement, within 30 days of receipt of such demand by the Village.

4. This Bond shall remain in full force and effect until the Restoration Work is in fact completed and all of Licensee's obligations have been fully performed in strict compliance with the terms and conditions of the License Agreement, regardless of whether any notice of the Principal's failure to complete the Restoration Work or other obligation by Licensee has been served on the Principal or the Surety. Furthermore, the Surety reserves the right to cancel this bond by giving ninety (90) days written notice to that effect, mailed by certified mail, addressed to both the Principal, and the Village Administrator, Village of Bartlett at 228 South Main Street, Bartlett, Illinois, 60103; provided however, Principal shall file a replacement form of financial assurance that is acceptable to the Obligee in its sole and absolute discretion. If a replacement form of financial assurance is accepted by the Obligee, then this surety bond is released from all past, present and future liability.

5. Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extension of time, or forbearances on the part of the Village, the Principal, or either of them to the other in or to the terms of the License Agreement; and/or in or to the completion dates, Plans, drawings, specifications; in or to the method or manner of performance of the work in connection with the Facilities; in or to the manner of the payment therefor; or in or to the Tower and/or the Licensed Site, shall in any way release the Principal and Surety, or either of them or any of their respective heirs, executors, administrators, successors, or assigns, or affect the obligations of the Surety on this Bond, all notice of any and all of the foregoing changes, modifications, alterations, deletions, additions, extensions of them, or forbearances being hereby waived by the Surety.

6. This Bond shall remain in full force and effect until the Principal's Obligations under the License Agreement are in fact completed or satisfied, regardless of whether any notice of the Principal's failure to complete the Principal's Obligations, has been served on the Principal or the Surety.

7. Any suit under this Part I must be instituted before the expiration of 2 years from the latest of the date on which (a) the Restoration Work is completed or required to be completed, (b) the License Agreement is terminated, or (c) the Expiration Date.

8. No right of action shall accrue under this Part I to or for the use of any person or corporation other than the Village, its successors or legal representatives.

9. Venue, attorney's fees. The parties agree that the exclusive venue for the enforcement of this Bond, or either Part thereof, shall be the Circuit Court of Cook

County, Illinois. The Principal and the Surety, jointly and severally, agree to reimburse the Village for all of its costs and expenses, including but not limited to consultant fees, expert witness fees and any reasonable attorney's fees incurred by the Village in enforcing or attempting to enforce the obligations of the Principal and the Surety, or either of them, under this Bond, regardless of whether a lawsuit is actually filed, within 30 days after the receipt of copies of paid invoices for such fees and expenses.

## PART II LABOR AND MATERIAL PAYMENT BOND

THE SECOND CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly pay every person or entity ("Person") who shall furnish material, apparatus, fixtures, machinery, equipment and/or labor for the Facilities, Construction Work, and/or Restoration Work, or to any contractor ("Contractor") having a contract for the installation of the Facilities, the Construction Work, and/or Restoration Work, or any such Work, the full amount due such Person on account thereof.

1. The Principal and the Surety, and each of them, jointly and severally, agree to defend, indemnify and hold the Village harmless from mechanic's lien claims, any claim on this Bond, and/or any other claims against the Village arising or alleged to have arisen, directly or indirectly out of the failure of the Principal to pay for the installation of the Facilities, the Construction Work and Restoration Work or any such Work, and shall reimburse the Village for its costs and expenses, including but not limited to expert witness fees and reasonable attorney's fees incurred by the Village in defending, or preparing to defend, such claims, or enforcing or attempting to enforce the obligations of the Principal, the Surety, or either of them, under this Bond, regardless of whether a lawsuit is actually filed, within 30 days after the receipt of copies of paid invoices for such fees.

2. Principal and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Facilities, the Construction Work, or the Restoration Work paid in full, including, without limitation, all claims for amounts due for labor, materials, or rentals of or service or repairs on the installation of the Facilities, or consumed or used in connection with the furnishing of any part of the Restoration Work, may sue on this bond for the use of such claimant, and may have execution therein; provided, however, that the Village shall not be liable for the payment of any costs or expenses of any such suit. The provisions of Section 23 of the Mechanic's Lien Act (770 ILCS 60/23), if applicable, and the Public Construction Bond Act (30 ILCS 550/1, *et seq.*) shall be deemed inserted herein, including, but not limited to, the time limits within which notices of claim for lien must be filed and actions brought under this Bond.

3. Principal and Surety hereby jointly agree that the Village may sue on this bond if the Village is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this Bond shall create any duty on the part of the Village to pay any claimant.

4. Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extension of time, or forbearances on the part of the Village or Principal to the other in or to the terms of the License Agreement; in or to the completion dates, Plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to the Tower, the Licensed Site, equipment, materials, service, or site; or in or to the mode or manner of payment therefor shall in any way release Principal and Surety, or either of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this Bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extension of time, or forbearances and notice of any and all defaults by Principal or of the Village's termination of principal being hereby waived by Surety.

5. The amount of the Bond, plus additional expenses that may be incurred pursuant to paragraph 1 of Part II of this Bond shall only be a limitation on the liability of the Surety, and shall not be construed in any manner, so as to be a limitation of the Principal's liability under the License Agreement for failure to fully pay for all Work, and/or for failing to defend, indemnify, and hold the Village harmless from and against any claim alleging failure of payment.

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 2017.

Chicago SMSA Limited Partnership d/b/a  
Verizon Wireless, an Illinois limited  
partnership

By: Cellco Partnership, its General Partner

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

Printed Name: \_\_\_\_\_

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

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

SURETY:

\_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

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



# PUBLIC WORKS MEMO



DATE: May 26, 2017

TO: Paula Schumacher  
Acting Village Administrator

FROM: Dan Dinges, PE  
Director of Public Works

SUBJECT: Verizon Wireless License Agreement at Southwind Water Tower

Verizon Wireless has approached the Village to install cellular equipment at the Southwind water tower. We currently do not have any license agreements on this tower so this will be the first license agreement for this tower.

The agreement includes a \$17,500 initial payment with a monthly license fee of \$3,083.00 for the first five year term. The agreement includes three additional five year terms for a total of 20 years.

The Village Attorney and I have negotiated and reviewed this agreement with Verizon and believe this agreement is consistent with the existing agreements we currently have.

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

**A RESOLUTION APPROVING OF THE NON-EXCLUSIVE  
LICENSE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND  
CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS**

---

**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 Non-Exclusive License Agreement dated May 26, 2017, between the Village of Bartlett and Chicago SMSA Limited Partnership d/b/a Verizon Wireless (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

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

ATTEST:

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

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2017 - \_\_\_\_\_ enacted on June 6, 2017 and approved on June 6, 2017, as the same appears from the official records of the Village of Bartlett.

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

## NON-EXCLUSIVE LICENSE AGREEMENT

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This Agreement (herein so called) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the VILLAGE OF BARTLETT, an Illinois home rule municipal corporation (the "Village" or "Licensor") and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, an Illinois limited partnership ("Verizon Wireless" or "Licensee") (collectively, the "Parties").

### RECITALS

**WHEREAS**, the Village is the owner of certain real estate commonly known as the Southwind Blvd Water Tower Property, which is legally described on Exhibit A (the "Water Tower Property"); and

**WHEREAS**, Verizon Wireless desires to obtain a license to utilize a portion of the Water Tower Property for the purpose of the construction, operation and maintenance of radio communications facilities near the base of the Tower, and to install and operate certain transmit and receive antennas attached to certain portions of the exterior of the Tower as provided for herein; and

**WHEREAS**, Verizon Wireless also desires a license for ingress and egress and a construction license for constructing, installing, removing, repairing, relocating, replacing, maintaining or operating improvements pursuant to this Agreement; and a utility license to be used for the purpose of the construction, installation, removal, repair, relocation, replacement, maintenance and operation of electrical, telephone and other communications facilities and transmission lines as may be required in connection with the transmission and distribution of electricity, telephone and other communications, and sounds and signals;

**NOW, THEREFORE**, in consideration of the terms, conditions and license fees hereinafter set forth and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. a. The Village hereby grants a non-exclusive license to Verizon Wireless for the Term as hereinafter defined in Section 3 of this Agreement to utilize a 20 foot by 30 foot portion of the Water Tower Property near the base of the Tower, as legally described on the land survey with sheet titled "SITE EXHIBIT" prepared by Advance Surveying & Mapping dated May 8, 2017, as the "Licensed Site" attached hereto as Exhibit B and depicted thereon as the 20' x 30' License area lying south of the Tower and West of the existing equipment cabinet on the Southeast corner thereof for the purpose of installing, maintaining, operating and replacing its radio communications facilities, and to construct an equipment building as described in paragraph 1c herein and depicted and described on the preliminary engineering plans dated May 8, 2017, prepared by Terra Consulting Group, Ltd., copies of which are attached hereto as Exhibit C and incorporated

herein (the "Engineering Plans"), together with a 25' foot wide non-exclusive access license for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, to and from the Bartlett Avenue public right-of-way as legally described on Exhibit B under the heading "Access License" and as depicted thereon as the "Access License", and together with a 10' foot wide non-exclusive utility license area, and an 8' foot wide non-exclusive utility license area for the installation and maintenance of underground utility wires, cables, conduits, and pipes, subject to the terms and conditions herein, legally described on Exhibit B under the headings "Utility License" and depicted thereon as the "Utility License" and "10 Utility License" and depicted thereon as the 8' Wide Utility License, hereinafter sometimes collectively referred to as the "Utility License" or the "Utility License Areas". The areas depicted on the Engineering Plans as the Utility License and the Access License are collectively referred to herein as the "Utility and Access License Areas". The Village grants an additional non-exclusive license to Verizon Wireless to utilize space on the Tower as described and depicted on the Engineering Plans for the purpose of installing, maintaining, operating, and replacing 9 cellular antennas mounted to new antenna mounting pipes, as described in paragraph 1c, subject to the terms and conditions herein (the "Tower License"). The Licensed Site, the Access License, the Utility License and the Tower License are hereinafter collectively referred to as the "Licensed Premises." As used herein, "Facilities" include the Equipment Building, antennas, mounting brackets, utility lines (both within the 20' x 30' Licensed Site and under the Utility License), electronic equipment, and support structures thereto.

b. Licensee shall have access to the Licensed Site seven (7) days a week, twenty-four (24) hours a day. Notwithstanding the foregoing, Licensee shall reasonably notify the Village Public Works Department at 630-837-0811 in the event that Licensee requires access to the Water Tower during the hours of 8:00 a.m. to 4:30 p.m. Monday through Friday ("Business Hours"). In the event Licensee requires access to the Water Tower outside of Business Hours, on weekends, holidays or in the event of an emergency, Licensee shall contact the Village Director of Public Works, Dan Dinges, at 630-837-9348 in order to gain access to the Water Tower. Any and all construction work, including major repair, replacement or removal work shall be performed only between the hours of 7:00 a.m. and 9:00 p.m. on weekdays and 8:00 a.m. and 9:00 p.m. on Saturdays and Sundays.

c. Licensee is hereby permitted to construct an equipment platform on the Licensed Site having external dimensions of approximately 16' in width by 9'x4" in depth (the "Equipment Platform") in accordance with the final engineering plans approved by the Village Engineer, the Village Building Director and the Village Public Works Director (the "Final Engineering Plans"). Licensee is hereby permitted to install and affix 9 cellular transmit and receive antennas mounted to new antenna mounting pipes on the Tower, which pipes and antennas on the Tower shall be painted to match the color of the Tower, and constructed and installed in strict accordance with the Final Engineering Plans and Village Public Works Director (the "Mounting Frames and Antennas"). Notwithstanding any provision in this Agreement to the contrary, Verizon Wireless shall install, maintain, operate, repair and replace the Mounting Frames and Antennas and

other Facilities so as not to cause unreasonable interference with any pre-existing licensee's operations and shall hold harmless, defend, and indemnify the Village for such interference as provided for in paragraph 24(d) herein. Licensee undertakes full and complete responsibility at all times hereafter for the expenses of, and quality of, construction, installation and compliance of Licensee's Facilities with all applicable federal, state and local laws, regulations and codes, code requirements and regulations of governmental authorities having jurisdiction over the construction and installation, including, but not limited to, compliance with acts affecting construction of public buildings and service areas used by public employees, and Licensee agrees to remedy or correct any deficiencies with such compliance. The construction shall be processed pursuant to permit and conducted by authorized and licensed personnel and shall be performed in compliance with local, state, and federal requirements for construction activities upon public property. Licensee shall be responsible for all permit costs. Prior to the issuance of building permits, Licensee shall maintain and provide the Village with evidence of each of the insurance coverages specified herein in the amounts so specified.

2. a. Provided Verizon Wireless is not in default under this Agreement beyond any period allowed hereby for cure, Verizon Wireless shall have the non-exclusive right, during the Term to conduct tests and to install, maintain, operate, replace or remove any of its Facilities in or upon the Licensed Premises (as defined in paragraph 1 above) all of which shall belong to and be removable by Verizon Wireless in accordance with paragraph 9 of this Agreement. The Village agrees that Verizon Wireless shall have access to the Licensed Premises per Section 1.b of this Agreement in order to conduct tests and to install, maintain, operate, replace or remove the Facilities pursuant to the Access License and subject to any conditions contained in this Agreement.

b. Prior to commencing construction and/or location of Facilities, including the construction of the Equipment Platform and the installation of the Antennas, Verizon Wireless shall submit to the Village a complete set of Verizon Wireless's engineering plans for construction on the site. Prior to affixing the Mounting Frames and Antennas, Licensee shall furnish the Village with a report from a licensed structural engineer in which said engineer opines that the existing handrail is structurally sound and will support the Mounting frames and Antennas as designed under extreme weather conditions, including that they will withstand winds in excess of 75 mph. The Village shall review such plans within thirty (30) days of receipt of a complete set of said plans. If (i) the plans comply with all applicable federal, state and local codes, rules and regulations, including but not limited to the National Electric Safety Code and the National Electric Code (2011 edition) and the Bartlett International Building Code (2012 edition) as the same may be amended from time to time, (ii) the Village Building Director determines that said proposed Facilities will not endanger any person or property, (iii) the Village Engineer determines that the proposed Facilities will not affect the structural integrity of the Tower or the existing walkway, and (iv) the Village Public Works Director determines that the Facilities will not unreasonably interfere with the Village's current and/or future operations at the site, and/or with the operations and/or use of the Water Tower Property by any of the Village's licensees, lessees, invitees, or other permitted users, then the Village shall promptly issue a building permit. Prior to the receipt of such building permit, Verizon Wireless will not

begin construction on the Licensed Premises. The revised Engineering Plans to be approved by the Village Building Director, Village Engineer and Village Public Works Director are hereinafter referred to as the "Final Engineering Plans". Verizon Wireless shall cause all work performed hereunder and all equipment, materials, and goods installed and/or constructed hereunder to be in strict accordance with the Final Engineering Plans.

c. Notwithstanding any other provision of this Agreement to the contrary, Verizon Wireless shall not make any alterations, additions, installations, substitutes or improvements excluding routine maintenance and like-for-like replacements that are of substantially the same size, weight, and number of antennas and substantially the same mounting systems (hereinafter collectively called "Alterations"), which the Village has not approved pursuant to paragraph 2b above, in and to the Licensed Premises and/or Utility and Access License Areas without first obtaining the Village's written consent. The Village shall not unreasonably withhold or delay its consent; provided, Verizon Wireless shall have submitted new engineering plans and structural engineer's reports if the Alterations increase the number of antennas or the weight of any such antenna increases by more than five (5) pounds or the mounting system or type will change. However, the Village shall have no obligation to consent to Alterations that in the Village Engineer's reasonable opinion fail to comply with the requirements of paragraph 2b above. Verizon Wireless shall pay the Village's actual and reasonable costs not to exceed \$1,000.00 for reviewing or inspecting any proposed Alterations.

d. All work shall be done at reasonable times in compliance with hours allowed for construction under the Bartlett Building Code in a "first class" workmanlike manner, by contractors approved by the Village, according to the Final Engineering Plans approved by the Village, which consent shall not be unreasonably withheld or delayed. All work shall be done in compliance with all applicable laws, regulations and rules of any government agency with jurisdiction, and with all regulations of the Board of Fire Underwriters, Factory Mutual Engineering, or any other similar insurance body or bodies. Verizon Wireless shall be solely responsible for the effect of the Facilities and/or any Alterations on the Tower's structure or systems, notwithstanding that the Village has consented to the work, and shall reimburse the Village within thirty (30) days after receipt of an invoice for any actual and reasonable costs incurred by the Village by reason of any faulty work or damage to the Tower caused by Verizon Wireless or its contractors, or subcontractors, employees or agents, except to the extent that such damage may be due to or resulting from the negligence or willful misconduct of the Village. Within thirty (30) days after completion of the Facilities, including any Alterations, Verizon Wireless shall provide the Village with a complete set of "as-built" plans.

e. The parties agree that Verizon Wireless shall complete the initial construction of its communications facility in accordance with the Final Engineering Plans on or before the date that is twelve (12) months after the Commencement Date ("Construction Completion Date").

f. Verizon Wireless shall keep the Licensed Premises and Access and Utility License Areas and Verizon Wireless's license interest herein free of any liens or claims of liens, and shall discharge any such liens within ten days of their filing. To the fullest extent permitted by law, Verizon Wireless shall indemnify, defend and hold the Village harmless from and against any and all liens or claims for liens for material or labor by reason of any work done and/or material furnished by or to Verizon Wireless in connection with any construction, installation, maintenance, repair, Restoration Work, as defined herein, or other work undertaken at any time by Verizon Wireless or on behalf of Verizon Wireless, its contractors, subcontractors, and/or agents in or upon the Licensed Premises and/or Access and Utility License Areas. Prior to the commencement of any work, including the installation of any Antennas, Cabinets, or other Facilities, Verizon Wireless shall furnish the Village with a performance bond, labor and material payment bond in the amount of \$100,000.00 and in the form attached hereto as Exhibit D, co-signed by a surety licensed by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and having a policy rating of at least A- and a financial rating of at least VIII in the latest edition of the A.M. Best's Insurance Guide to guaranty the performance of Verizon Wireless's obligations hereunder, including but not limited to completion of construction by the Construction Completion Date, payment of all construction, installation, and replacement costs, license fees, taxes, completion of removal and restoration work by the Restoration Completion Date, and payment of the Restoration Work costs, if any, as required under paragraph 9 herein (the "Bond").

g. Verizon Wireless shall not conduct tests, install, maintain, operate, replace or remove any Facilities so as to disrupt, disturb or otherwise interfere with the activities of the Village without first obtaining the prior written permission of the Village.

3. a. The initial term (the "Initial Term") of this Agreement shall be five (5) years, and shall be based on the date Verizon Wireless commences installation of its equipment on the Water Tower Property, subject to Section 3.b below, or June 1, 2018, whichever occurs first (either being the "Commencement Date"), provided that Verizon Wireless is not then in default under this Agreement beyond any period allowed hereby for cure. THEREAFTER, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR THREE (3) ADDITIONAL TERMS OF FIVE (5) YEARS EACH (THE "RENEWAL TERMS") AT THE MONTHLY LICENSE FEES DESCRIBED IN PARAGRAPH 3B(3) HEREIN, UNLESS LICENSEE SHALL GIVE THE VILLAGE WRITTEN NOTICE AT LEAST 90 DAYS PRIOR TO THE EXPIRATION OF THE THEN CURRENT FIVE YEAR TERM OR RENEWAL TERM OF LICENSEE'S INTENTION NOT TO RENEW AND FURTHER PROVIDED THAT VERIZON WIRELESS IS NOT IN BREACH OR DEFAULT HEREUNDER AT THE TIME OF THE RENEWAL AND THAT THIS AGREEMENT HAS NOT BEEN EARLIER TERMINATED. During the Initial Term and Renewal Terms of this Agreement, either party may terminate the Agreement only in accordance with the provisions of paragraph 6, 15, paragraph 27 or paragraph 28. The word "Term" as used herein shall be deemed to include not only the Initial Term but the Renewal Terms as well, as and when the Renewal Terms commence unless sooner terminated under the terms hereof.

b. In the event the installation of equipment is determinative and such date falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if such date falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month. The Village and Verizon Wireless agree that they shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date Verizon Wireless commences installation of the equipment on the Water Tower Property. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. The Village and Verizon Wireless acknowledge and agree that initial rental payment(s) may not actually be sent by Wireless until forty-five (45) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and no written acknowledgement confirming the Commencement Date is required, Verizon Wireless shall send to the Village the rental payments for January 1 and February 1 by February 1, and if the Commencement Date is January 1 and a required written acknowledgement confirming the Commencement Date is dated January 14, Verizon Wireless shall send to the Village the rental payments for January 1 and February 1 by February 13.

c. (1) Effective as of the Commencement Date and on the first day of each month thereafter during the Initial Term, Verizon Wireless shall pay the Village a license fee in equal monthly installments of Three Thousand Eighty-Three and 00/100 dollars (\$3,083.00). A license fee for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. The license fee shall be payable to the Village at 228 South Main Street, Bartlett, Illinois, 60103, Attention: Village Treasurer. The parties acknowledge and agree that the initial payment of the monthly license fee will be sent by Licensee within forty-five (45) days after the Commencement Date.

(2) The monthly license fee for any Renewal Term(s) shall be payable on the first of each month according to the following fee schedule:

License Fee for the First Renewal Term (years 6 through 10):	\$3,500.00 per month
License fee for the Second Renewal Term (years 11 through 15):	\$4,000.00 per month
License Fee for the Third Renewal Term (years 16 through 20):	\$4,600.00 per month

Village hereby agrees to provide to Verizon Wireless certain documentation (the "Rental Documentation") evidencing Village's interest in, and right to receive payments under, this Agreement, specifically meaning that documentation necessary for Verizon Wireless to comply with tax and information return reporting rules of the Internal Revenue Service ("IRS") or state and local governments, including without limitation, IRS form W-9 and applicable state withholding forms, in a form reasonably acceptable to Verizon Wireless.

(3) As additional rent, Verizon Wireless shall make a one-time payment to the Village as a signing bonus in the amount of Seventeen Thousand Five Hundred and 00/100 dollars (\$17,500.00) ("One-Time Payment") payable within forty-five (45) days after the Commencement Date.

4. Verizon Wireless shall pay the entire cost of any utility service utilized by Verizon Wireless. Invoices for utility service shall be sent to Licensee at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, Washington 99210-2375 or emailed to [livebills@ecova.com](mailto:livebills@ecova.com). Licensee shall pay such utility invoices within thirty (30) days after receipt of the same from the Village.

5. The Utility License and Access License shall automatically terminate ninety (90) days after the termination or expiration of the other license(s) granted in paragraph 1(a) herein to the License Premises.

6. It is understood and agreed that Verizon Wireless's ability to use the Licensed Premises and the effectiveness of this Agreement is contingent upon Verizon Wireless's obtaining after the full execution of this Agreement any and all certificates, permits and other approvals that may be required by any federal, state or local governmental authorities and all electric and telephone utility connections to Licensee's Facilities that may be required for operation of the Facilities (collectively, the "Approvals"). In the event Verizon Wireless is unable to obtain said Approvals, this Agreement shall be rendered null and void with no further duty or obligation upon either party by virtue hereof except for Verizon Wireless's obligation to reimburse the Village for all of its expenses, including its attorney's fees in drafting this Agreement and the Village's consultant fees, including engineering fees to review all plans, drawings and specifications submitted or by or on behalf of Verizon Wireless, provided that such fee shall not exceed five thousand dollars (\$5,000.00) and shall be paid by Licensee within thirty days (30) after receipt of an invoice for the same from the Village.

7. The Village represents to Verizon Wireless that the Village has the authority to grant the license and rights being provided to Verizon Wireless under this Agreement. The Village acknowledges that Verizon Wireless is relying upon the foregoing representation in entering this Agreement and expending monies in connection therewith. Notwithstanding the foregoing, in the event the use of the Licensed Premises and/or Utility and Access License Areas is prevented by law, ordinance, government regulation, injunction or court order, Verizon Wireless's sole and exclusive remedy shall be limited to the termination of this Agreement, and in such event, the Village shall not be liable for any damages incurred by Verizon Wireless as a result of the termination of this Agreement as to the Licensed Premises and/or Utility and Access License Areas except to the extent that such termination is due to Village's failure to comply with any such law, ordinance, governmental regulation, injunction or court order. Verizon Wireless represents to the Village that it has the full right to enter into and perform this Agreement and to install, operate and maintain the Facilities and that the operation and maintenance

of the Facilities shall not infringe on the legal rights of any other licensed telecommunications providers.

8. a. Licensee, at its expense, shall defend, indemnify and hold harmless the Village, and its officials, officers, employees, volunteers, successors and assigns (collectively, the "Indemnified Parties") from and against any cost, claim, action, liability or damage of any kind, including, but not limited to, reasonable attorney's fees and court costs, arising from or caused by: (i) the conduct or management by Licensee and/or Licensee's Agents on the Licenses Premises, the Utility and Access Areas, the Tower, and/or the Facilities and/or any business, activity, and/or use thereon, or any work or thing whatsoever done, or condition created in or about the Licensed Premises, the Utility Access Areas, and/or the Tower during the Term of this Agreement by Licensee and/or Licensee's Agents; (ii) any act, omission, wrongful act or negligence of Licensee and/or Licensee's Agents and/or any licensee or tenant of Licensee, and/or any contractor, subcontractor of any tier, employee and/or agent thereof; (iii) any accident, injury or damage whatsoever occurring in or at the Licensed Premises and/or Water Tower Property attributable to the Facilities; and/or (iv) (v) property damage and/or bodily injury to or upon the Licensed Premises, and/or the Water Tower Property, attributable to acts and/or omissions of Licensee and/or Licensee's Agents; except to the extent caused by the negligent, willful, wanton or intentional acts of a party Indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. Licensee shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses, including, but not limited to reasonable legal fees, incurred by reason of Licensee's breach of any of its obligations under, or Licensee's default of, any provision of this Agreement, except to the extent caused by the negligent, willful, wanton or intentional acts of a party Indemnified hereunder.

The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this paragraph 8, and provide the indemnifying party with copies of any demands, notices, summons, or legal papers received in connection with such claim, demand, lawsuit or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnify obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

The obligations of this paragraph 8 shall survive the termination and/or non-renewal of this Agreement.

Licensee shall similarly require all contractors and subcontractors performing any Initial Construction Work, Alteration Work, Emissions Reduction Work, Remediation Work, and/or Restoration Work to indemnify the Indemnified Parties as provided above.

9. Within ninety (90) days after the expiration or termination of this Agreement ("Restoration Completion Date"), Verizon Wireless shall remove all of its Facilities from the Licensed Premises and Utility and Access License Areas and restore the Licensed Premises and Utility and Access License Areas to, and yield up the Licensed Premises, the Tower, and Utility and Access License Areas in at least as good a condition as existed prior to the Commencement Date, ordinary wear and tear excepted, including but not limited to the removal of the Facilities, including but not limited to, the cabinets, concrete pad, mounting frames, antennas, and utility lines (the "Restoration Work").

10. Except to the extent of the Village's obligation pursuant to this Agreement, Verizon Wireless shall keep the Licensed Premises and Utility and Access License Areas in good condition and repair in accordance with and shall otherwise comply in all respects with any and all applicable state, federal and municipal laws.

11. In the event the site or a portion of the site on which the Licensed Premises and/or Utility and Access License Areas are located is sold, leased or otherwise conveyed by the Village, or in the event the Village determines that the Licensed Premises and/or Utility and Access License Areas should be used by the Village or a third party with the permission of the Village for purposes inconsistent with the continued use of the Licensed Premises and/or Utility and Access License Areas as a location for the installation, operation, maintenance and repair of the Facilities, the Village, after the initial term, may require Verizon Wireless to relocate the Facilities at the Village's cost, to another location designated by the Village, provided that Verizon Wireless shall not be required to relocate the Facilities to such alternate site unless such alternate site is acceptable to Verizon Wireless in its reasonable discretion. If the Village and Verizon Wireless cannot agree on an alternative site, then this Agreement shall terminate and in such event the parties shall have no further liability therefor. The Village shall give Verizon Wireless not less than one hundred eighty (180) days written notice before Verizon Wireless can be required to relocate the Facilities pursuant to this paragraph. The Village agrees not to require Verizon Wireless to relocate the Facilities to an alternative site pursuant to this paragraph until at least five (5) years after the Commencement Date. Notwithstanding the provisions of this paragraph 11, the Village may not require Verizon Wireless to relocate its Facilities in order for the Village to lease or grant a license to another cellular provider for use of the Licensed Premises and/or Utility and Access License Areas.

12. Verizon Wireless shall maintain such insurance on the Facilities covering the loss or damage to the Facilities as it may deem reasonable and necessary. The Village shall have no liability for damage, loss or destruction to the Facilities, unless such damage, loss or destruction is due to an intentional, willful or reckless act of the Village.

13. Verizon Wireless may not assign or otherwise transfer all or any part of its interest in this Agreement or in the Licensed Premises and/or Utility and Access License

Areas without the prior written consent of the Village, which the Village may withhold in its sole discretion; provided, however, that Verizon Wireless may assign all (but not a part of) its interest to its parent company, any subsidiary or affiliate or to any successor in interest or entity acquiring fifty-one per cent (51%) or more of its stock or assets ("Assignee"), provided that any such assignment shall be subject to all the terms and conditions of this Agreement and any such assignee shall assume all of Licensee's obligations under this Agreement. The Village may assign and/or transfer its title in interest in this Agreement upon written notice to Verizon Wireless, subject to the assignee and/or the transferee assuming all of the Village's obligations herein. Notwithstanding the foregoing, any such assignment that requires any Alterations to and/or change in use or additional use, including but not limited to, installation of additional antennas and/or operating at a different frequency by any such parent, subsidiary and/or affiliate may be subject to additional license fees to be paid to the Village, as reasonably agreed between such assignee and the Village.

14. The Village waives any lien rights it may have concerning the Facilities which are deemed Verizon Wireless's personal property and not fixtures, and Verizon Wireless has the right to remove the same at any time without the Village's consent, provided that Verizon Wireless shall remain liable for the Restoration Work and payment of all license fees required herein.

15. a. If (1) Verizon Wireless shall be in default of the payment of the License Fee, and such default shall continue for twenty (20) days after written notice thereof is given to Verizon Wireless, or (2) Verizon Wireless shall default in the performance of any other of Verizon Wireless's material obligations contained in this Agreement and such default shall continue for thirty (30) days after written notice thereof is given to Verizon Wireless, then, in addition to any other remedies which may be available to the Village at law or in equity, upon five (5) days prior written notice to Verizon Wireless, the Village may, if the Village so elects, terminate this Agreement.

b. In the event that the Village shall be in default of the performance of any of its material obligations under this Agreement, and such default or action shall continue in effect for thirty (30) days after written notice thereof is received by the Village, then in addition to any other remedies at law or inequity which may be available to Verizon Wireless, Verizon Wireless may, upon five (5) days prior written notice to the Village, if it so elects, terminate this Agreement.

c. A party may terminate this Agreement by giving written notice to the other party (1) if bankruptcy, composition, reorganization, insolvency or liquidation proceedings are instituted by or against the other party and such proceedings are not dismissed within sixty (60) days after the date they were instituted, (2) if the other party makes an assignment for the benefit of creditors, or (3) if a trustee, receiver or similar officer of any court is appointed for the other party, whether with or without the consent of the other party.

16. Verizon Wireless shall conduct its operations at the Licensed Premises including the Utility and Access License Areas, and the Tower, and control its agents, employees, contractors, subcontractors, and invitees in such a manner so as not to create any nuisance or interfere with, annoy or disturb any use of the Water Tower Property by the Village or any other licensee, lessee, permitted user, occupant or invitee of the Village, who Licensee acknowledges has existing antennas on the Tower and equipment and appurtenances on the Water Tower Property. Verizon Wireless shall comply with any and all applicable federal, state and local laws, rules, regulations and ordinances, including those of the Village pertaining to the Licensed Premises including the Utility and Access License Areas, and the Tower as adopted from time to time.

17. a. Verizon Wireless shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Licensed Premises, Utility and Access License Areas and/or Water Tower Property, by Verizon Wireless, except that Verizon Wireless shall be permitted to use batteries for emergency power and other materials necessary for the installation and normal operation of Verizon Wireless's Facilities. If the presence of Hazardous Substances brought upon, kept, stored or used in or about the Licensed Premises, Utility and Access License Areas, and/or Water Tower Property by Verizon Wireless, its officers, employees, agents, or independent contractors, in violation of this paragraph, and/or said batteries used for emergency power, or other materials necessary for the installation and normal operation of the Verizon Wireless Facilities, result in contamination of the Licensed Premises, Utility and Access License Areas, Water Tower Property and/or other property owned, leased or controlled by the Village, Verizon Wireless shall pay for all actual costs of clean up and shall indemnify, hold harmless and at the Village's option, defend the Village, and its employees, affiliates, agents, volunteers, officers, and officials from and against any and all claims, demands, expenses (including actual and reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about the Licensed Premises, Utility and Access License Areas, or other property owned, leased or controlled by the Village, but only to the extent due to Verizon Wireless's fault or the fault of any of Verizon Wireless's officers, employees, agents, contractors or subcontractors; provided, however, that this indemnification shall not apply to the extent the Village causes any such environmental occurrence.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances", "materials", or "wastes" under any Federal law or the law of the state in which the Premises are located; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Verizon Wireless's activities

or the activities of any of Verizon Wireless's officers, employees, agents, contractors, or subcontractors, violate any Environmental Laws, Verizon Wireless shall cease such activities immediately upon notice from the Village. Verizon Wireless shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Verizon Wireless represents, to the best of its knowledge, to the Village that Verizon Wireless's use of the Licensed Premises and/or Utility and Access License Areas does not require Verizon Wireless to obtain any permits or licenses from any governmental body responsible for monitoring or otherwise overseeing compliance with Environmental Laws. Verizon Wireless further covenants to the Village that if any such permits or licenses for Verizon Wireless's Permitted Uses are required in the future, Verizon Wireless shall notify the Village immediately, obtain such permit or license within such time limits allowed by law, and provide the Village with copies of the same within five (5) days of receipt of issuance.

b. The Village represents that, to the best of its actual knowledge, it has not caused any Hazardous Substances to be brought upon, kept, stored or used in or about the Licensed Premises and/or Utility and Access License Areas. If the presence of Hazardous Substances existing prior to this Agreement on the Licensed Premises and/or Utility and Access License Areas, which were brought upon, kept, stored or used in or about the said property by the Village, its employees, agents, contractors, or subcontractors, acting on behalf of and at the direction of the Village in violation of this paragraph results in contamination of the Licensed Premises and/or the Utility and Access License Areas, the Village shall pay for all actual costs of clean up and shall indemnify, hold harmless and at Licensee's option, defend Licensee and its employees, affiliates and agents from and against any and all claims, demands, expenses, costs, fines, penalties and other liabilities, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about the Licensed Premises and/or Utility and Access License Areas due to the Village's fault or the fault of the Village's employees, agents, contractors, or subcontractors, acting on behalf of and at the direction of the Village; provided, however, that this indemnification shall not apply to the extent Licensee, or any of its employees, agents, contractors, subcontractors, lessees or licensees cause or contribute to any such environmental occurrence. "Verizon Wireless shall not be responsible for any environmental condition existing prior to the effective date of this Agreement or that otherwise does not result from the activities of Verizon Wireless".

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances", "materials", or "wastes" under any

Federal law or the law of the state in which the Premises are located; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws").

The Village represents, to the best of its actual knowledge, to Licensee that the Village's use of the Tower does not require the Village to obtain any permits or licenses from any governmental body responsible for monitoring or otherwise overseeing compliance with Environmental Laws. The Village further represents that if any such permits or licenses for the Village are required in the future, the Village shall notify Licensee immediately, obtain such permit or license within such time limits allowed by law, and provides Licensee with copies of the same within five (5) days of receipt of issuance.

18. Verizon Wireless shall procure and maintain for the duration of this Agreement and any extensions or renewals thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with Verizon Wireless's operation and use of the Licensed Premises including the Facilities, Utility and Access License Areas, and/or the Tower, and/or installation, construction, alterations, and/or removal of the Facilities. The cost of such insurance shall be borne by Verizon Wireless, and shall be in the following coverages and amounts (the "Minimum Insurance Requirements"):

a. Commercial General Liability Coverage covering Verizon Wireless and including the Village and its officers, officials, employees, volunteers, and assigns, as an additional insured as their interest may appear (the "Additional Insured") as respects liability arising out of the Licensed Premises including the Utility and Access License Areas, the Tower, the Facilities, and/or the Alterations, including premises, operations, independent contractors, products, completed operations, personal injury, advertising, injury and contractual liability, and/or arising out of activities performed by Verizon Wireless or its employees. Verizon Wireless agrees that in the event any of its authorized agents, contractors or subcontractors should: a) cease operation; b) exhaust its insurance limits due to previous claim payments; or c) have its insurance policies cancelled by its insurer, Verizon Wireless will assume that agent, contractor or subcontractor's responsibility for outstanding insurance claims arising out of activities performed by such agent, contractor or subcontractor on the Licensed Premises. Said insurance coverage shall contain no special limitations on the scope of coverage afforded Additional Insured. Said insurance coverage shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the Village, except for claims attributable to the sole negligence, willful/wanton, or intentional misconduct of the Village, its officials, or employees, as respects the Village, its officers, officials, employees, volunteers and agents. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers and agents shall be in excess of Verizon Wireless's insurance and shall not contribute with it. Verizon Wireless shall maintain limits of not less than \$3,000,000 combined single limit for any one occurrence for bodily injury, personal injury and property damage and \$5,000,000 general aggregate. Licensee shall also furnish the Village with a copy of the "Blanket Additional Insured Endorsement"

including the Village, its officials, officers, employees, volunteers, and assigns as an additional insured. All insurance shall be from any insurance company or companies licensed, authorized or permitted to do business in Illinois with a policy holder's rating of at least an "A-" and a financial rating of at least "VII" in the latest edition of the Best Insurance Guide.

b. **Worker's Compensation and Employers' Liability:** Workers compensation limits as required by statute and Employers' Liability limits of \$1,000,000 each accident; \$1,000,000 per disease-each employee; \$1,000,000 disease policy limit.

c. **Commercial Automobile Liability:** Verizon Wireless shall maintain commercial auto liability insurance with a combined single limit of not less than \$1,000,000 each accident covering all owned, hired and non-owned autos.

d. Verizon Wireless shall, prior to the Commencement Date and prior to the installation of any of its Facilities, and from time to time at the Village's request during the Term, furnish to the Village certificates evidencing such coverage. Upon receipt of notice of cancellation from its insurer, Verizon Wireless shall provide the Village with thirty (30) days prior written notice of such cancellation.

e. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Agreement by any action or omission, including, but not limited to (1) allowing any work to commence by or on behalf of the Licensee before the Village is in receipt of certificates of insurance, (2) failing to review any certificates of insurance received, or (3) failing to advise Licensee that any certificate of insurance fails to contain all the required insurance provisions, or may be deficient in any other manner. Licensee agrees that the obligation to provide the insurance required under this Agreement is solely its responsibility and that it is a requirement which cannot be waived by any action, inaction or omission by the Village.

f. Any contractor or subcontractor of Licensee performing any work and/or Alteration upon the Water Tower Property, including but not limited to any construction, installation, improvements, maintenance, repairs, alteration, and/or removal and/or replacement of any Facilities ("Licensee's Agents") shall similarly maintain at their sole cost substantially the same insurance with substantially the same limits as required of Verizon Wireless including but not limited to furnishing the Village with the Additional Insured Endorsements required pursuant to paragraph 18a above.

g. Notwithstanding any provision herein to the contrary, in the event Licensee and/or Licensee's Agents fail to maintain the Minimum Insurance Requirements, the licenses granted herein shall be immediately suspended until Licensee and Licensee's Agents comply with the Minimum Insurance Requirements and furnish documentation to the Village evidencing such compliance.

h. The Village reserves the right to reasonably amend the types and amounts of coverages required herein every five (5) years based on recommendations from the Village's then existing risk management agency or other insurance provider.

19. Verizon Wireless shall not use or permit the Licensed Premises and/or Utility and Access License Areas to be used in any manner which would render the insurance thereon void or the insurance risks more hazardous; provided, however, that if Verizon's use of the Licensed Premises, the Utility and Access Areas and/or the Tower does make the insurance risks more hazardous, then without prejudice to any other remedy of the Village for such breach, Verizon shall pay to the Village on demand the amount by which the Village's insurance premiums are increased as a result of such use immediately following receipt of documentation from the Village evidencing said increase in insurance premiums. Verizon shall not use or occupy the Licensed Premises, the Utility and Access License Areas and/or the Tower, or permit the Licensed Premises to be used or occupied contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto, or in any manner which would cause structural injury to the Tower or other Village property or cause injury to person(s) or which would constitute a public or private nuisance or waste.

20. In any case where the approval or consent of the Village is required, requested or otherwise to be given under this Agreement, such approval or consent shall be given in writing by the Village Administrator, and Verizon Wireless may rely upon any such written approval or consent. In any case where the approval or consent of a party is required under this Agreement, the party shall not unreasonably delay or withhold its approval or consent.

21. The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. The parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations hereunder.

22. The Village represents to Verizon Wireless that to the best of its actual knowledge the Tower currently complies with all marking and lighting requirements of the Federal Aviation Administration and FCC. The Village agrees to correct any deficiencies of such current requirements if cited by either agency. If either agency requires different or additional markings or lighting because of Verizon Wireless's use of the Tower, such compliance shall be at the sole expense of Verizon Wireless.

23. Verizon Wireless acknowledges that the Licensed Premises, Utility and Access License Areas and Water Tower Property are currently exempt from all taxes, including, but not limited to, real estate taxes. In the event, however, (a) this License Agreement or the rights granted under this Agreement results in the full or partial loss of such exemption, or (b) the Licensed Premises, Utility and Access License Areas and/or the non-licensed portion of the Water Tower Property become subject to the assessment of real estate taxes and/or a tax on the leasehold and/or license interest as a result of this

Agreement and/or Verizon Wireless's use and/or operations of the Licensed Premises and/or the Utility and Access License Areas, then Verizon Wireless agrees to pay the Village the amount of any such tax within thirty (30) days after receipt of an invoice therefore, but reserves the right to appeal such assessment, prior to the due date therefor for each tax year this Agreement remains in effect, including any and all extensions. In the event other non-municipal users install equipment on the premises resulting in any such tax assessment, the amount of any such tax shall be prorated between such users. Verizon Wireless shall also pay any and all taxes on personal property and any sales, use, occupation, or similar taxes attributable to Verizon Wireless's use and/or operation of the Facilities, Licensed Premises, and/or Utility and Access License Areas.

24. a. Verizon Wireless shall operate the Licensed Premises and Utility and Access License Areas and the Facilities in a manner that will not cause interference to the Village and other existing licensees of the site. All operations by Verizon Wireless shall be in compliance with all Federal Communications ("FCC") requirements, including the operation of all equipment.

b. Subsequent to the installation of the Facilities, the Village shall not permit itself, its lessees or licensees to install new equipment on the Tower, the Licensed Premises, and the Utility and Access License Areas, or any of said areas, if such equipment is likely to cause interference with Verizon Wireless's operations. Such interference shall be deemed a material breach by the Village. In the event interference occurs, the Village agrees to take all reasonable steps necessary to eliminate such interference. Notwithstanding the above, the Village shall have the right to install equipment that is in compliance with all FCC standards and regulations. The parties agree that Verizon Wireless's remedies for such interference shall include, but are not limited to, specific performance and/or injunctive relief in order to enforce the provisions of this paragraph.

c. Should the Village claim interference due to Verizon Wireless' Facilities, Verizon Wireless shall cooperate with the Village to determine whether or not Verizon Wireless' Facilities and/or operations are the source of such claimed interference. Such cooperation shall include, but not be limited to, intermodulation studies. Should it be determined by such studies that such interference is directly attributable to the operations of Verizon Wireless' Facilities, Verizon Wireless, at its sole cost and expense, shall take all reasonable measures to modify the Facilities in order to eliminate such interference.

d.

25. If either party hereto defaults in the performance of any obligations hereunder and such default continues beyond the applicable cure period, the non-defaulting party, after providing written notice to the defaulting party in accordance with Section 29, may perform such obligation on the defaulting party's behalf. The non-defaulting party shall make reasonable efforts to have said work performed in the presence of the defaulting party. In so doing, the non-defaulting party may, but shall not

be required to, make any payment of money or perform any other act. All actual and reasonable sums paid by the non-defaulting party, and all incidental costs and expenses, shall be due and owing from the defaulting party to the non-defaulting party within thirty (30) days after receipt of an invoice therefore, together with interest from the date of demand to the date of payment at the rate of 10% per annum or the highest rate permitted by applicable law. Notwithstanding the above, the non-defaulting party shall allow the defaulting party thirty (30) days to perform said obligation(s) prior to having said work performed on its behalf, unless the performance of said work is necessary to protect the health and/or safety of person(s) and/or to avoid damage to property, in which case the non-defaulting party may perform or cause to be performed such work immediately, and shall provide notice to the defaulting party as provided above to the extent practical under the circumstances.

26. If either party institutes any action to enforce the provisions of this Agreement or to seek a declaration of rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs as part of any award.

27. In the event the Village determines that it is in its best interests to raze the Tower, to re-paint the Tower, or otherwise perform repairs or maintenance work on the Tower, the Village shall give Licensee 180 days prior written notice to Verizon Wireless of its intention to raze the Tower or perform such other maintenance work, in which event Verizon Wireless shall remove its personal property from the Tower and the Village shall permit Licensee use of temporary cellular facilities including a cellular-on-wheels facility, direct-bury monopole, ballast tower or similar installation at Licensee's sole cost and expense, during the time it takes for the Village to complete the painting, repair or maintenance work to the Tower, upon the Water Tower Property if feasible; otherwise, provided that the location for such temporary facility is reasonably acceptable to Licensee, and subject to the approval of the Village Engineer and the Director of Public Works. Within ninety (90) days after notice from the Village of completion of said painting, repair or maintenance work, Licensee may remount and reconnect the Antennas that were temporarily removed from the Tower in the same location, all at the Licensees sole cost, except that during the time of such temporary relocation no monthly license fee shall be due from Licensee. The Village agrees that after the Commencement Date, it will not repaint the Tower more than once every 10 years during the term or any extended term of this Agreement.

28. This Agreement may be terminated without further liability as follows: (i) in accordance with paragraphs 6 and/or 15 of this Agreement; or (ii) by Licensee for any reason or for no reason, provided Licensee delivers written notice of early termination to the Village no later than thirty (30) days prior to the Commencement Date; or (iii) by Licensee at any time to be effective as of the next annual anniversary of the Commencement Date provided Licensee delivers written notice of early termination to the Village at least nine (9) months prior to the end of the then current license year; or (iv) by Licensee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Facilities, provided that Licensee shall use its best efforts to obtain and maintain said licenses, permits and other necessary approvals;

or (iv) by Licensee if Licensee is unable to occupy and utilize the Licensed Premises due to an action of the FCC, including, without limitation, a take back of channels or change in frequencies. Nothing in this paragraph shall be construed as relieving Licensee of its obligation to perform the Restoration Work in accordance with paragraph 9 of this Agreement.

29. a. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served:

(1) When delivered by overnight courier to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday excluding federal holidays; or

(2) When mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid.

b. Notice shall be given to the following:

If	to	Verizon	Wireless:
			Chica go SMSA Limite d Partne rship

d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, NJ 00192  
Attn: Network Real Estate

If to the Village: Village of Bartlett  
228 South Main Street  
Bartlett, Illinois, 60103  
Attn: Valerie Salmons, Village Administrator

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

c. Either party hereto may change the place or notice to it by sending written notice to the other party.

30. Notwithstanding any other provision of this Agreement, any license, privilege, or right to occupy any public way within the corporate limits of the Village is non-exclusive.

31. Within thirty (30) days after completion of the construction of the Facilities, Licensee shall test the radio frequency ("RF") emissions and the electromagnetic field ("EMF") emissions to determine whether the RF and/or EMF emissions exceed any federal, state, and/or local limits and/or standards relative to same ("Allowable Emissions"). Licensee shall furnish said test results to Licensor documenting the Facilities in compliance with the Allowable Emissions. In the event, the RF and/or EMF omissions exceed the applicable Allowable Emissions, Licensee, at its sole cost, shall cause the Facilities to comply with the Allowable Emissions and shall furnish additional test results to Licensor documenting the Facilities in compliance with the Allowable Emissions within forty-five (45) days of the construction of the Facilities (the "Emissions Reduction Work").

32. Compliance with Law. All goods, equipment, and all labor furnished relative to the Facilities and/or Licensed Premises, including but limited to any and all Initial Construction, maintenance, operations, use, repairs and/or Alterations shall comply with all applicable Federal, State and local laws, rules, and regulations relative thereto including, but not limited to, all regulations, rules and/or laws as required by the Federal Occupational Safety and Health Act (OSHA), the Illinois Department of Labor (IDOL), the U.S. Department of Labor (USDOL), EEOC, FCC, the Illinois Department of Human Rights, and/or the Human Rights Commission and all applicable Village of Bartlett Ordinances and Codes including but not limited to the Village of Bartlett Building Codes and Zoning Ordinances (collectively, the "Laws"). In the event of any conflicting Laws, the most stringent Law shall apply. To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold harmless the Village, its officials, officers, employees, and volunteers from loss or damage, including, but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any Laws or Law. This obligation shall survive the expiration and/or termination of this Agreement.

33. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party. Nothing in this Agreement, including but not limited to the provisions of paragraphs 8 and/or 17, shall be construed and/or interpreted in any way as a waiver, express or implied, of any common law and/or statutory privileges and/or immunities of the Village, its officials, officers, employees, volunteers and/or agents, as to any claim, cause, and/or cause of action of any kind or nature whatsoever.

34. a. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties with respect to the subject matter hereof.

b. [INTENTIONALLY OMITTED]

c. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

d. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of Cook County, Illinois.

e. In construing this License Agreement, section headings shall be disregarded.

f. Any recitals herein are hereby incorporated into this Agreement by reference.

g. The following exhibits are attached hereto and incorporated herein and made a part hereof:

- (i) Exhibit A - Legal Description of Water Tower Property
- (ii) Exhibit B - Land Survey
- (iii) Exhibit C – Preliminary Engineering Plans
- (iv) Exhibit D – Form of Performance Bond - Labor and Material Payment Bond

h. Time is of the essence of this Agreement and every provision contained herein.

i. The parties acknowledge that this Agreement was freely negotiated by both parties, each of whom was represented by counsel; accordingly, this Agreement shall be construed according to the fair meaning of its terms, and not against either party.

j. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

k. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

[Signature Appear on Following Page]

CHICAGO SMSA LIMITED PARTNERSHIP

By: Cellco Partnership

Its: General Partner

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

Name: \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
Name:

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

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

VILLAGE OF BARTLETT:

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

Kevin Wallace  
Village President

Attest:

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

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

Exhibit A

Legal Description of Water Tower Property

ALL THAT PARCEL OF LAND IN KANE COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC # 2005K134803, ID# 06-36-400-030, BEING KNOWN AND DESIGNATED AS FOLLOWS:

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), A DISTANCE OF 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 THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE NORTH, PARALLEL WITH THE CENTERLINE OF ILLINOIS ROUTE 25, ON A CURVE, CONCAVE WEST, 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; THENCE SOUTH 46 DEGREES 33 MINUTES 42 SECONDS EAST, A DISTANCE OF 21.66 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 10 SECONDS EAST, A DISTANCE OF 454.00 FEET; THENCE SOUTH 04 DEGREES 31 MINUTES 55 SECONDS EAST, A DISTANCE OF 66.18 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 40 MINUTES 10 SECONDS EAST, A DISTANCE OF 206.00 FEET, TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 263.00 FEET, AN ARC LENGTH OF 223.44 FEET, WITH A CHORD BEARING NORTH 65 DEGREES 19 MINUTES 52 SECONDS EAST; THENCE SOUTH 49 DEGREES 10 MINUTES 10 SECONDS EAST, A DISTANCE OF 109.36 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS EAST, A DISTANCE OF 26.00 FEET; THENCE SOUTH 88 DEGREES 13 MINUTES 42 SECONDS EAST, A DISTANCE OF 314.00 FEET, TO THE EASTERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 36; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 325.65 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 04 SECONDS WEST, A DISTANCE OF 774.18 FEET; THENCE NORTH 04 DEGREES 31 MINUTES 55 SECONDS WEST, A DISTANCE OF 360.98 FEET, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

Exhibit B  
Land Survey  
[See Attached]

LEGEND	
Light Post	Point Section Corner Monument
Power Pole	Point of Set Monument
Telephone Pole	Point of Set Monument
Manhole	Point of Set Monument
Water Valve Vault	Manhole
Water Service Valve	Record
Fire Hydrant	Record
Electric Meter	Record
Gas Meter	Record
Water	Asphalt
Concrete	Concrete
Section Line	Building
Underground Sanitary Line	Underground License Area
Underground Electric Line	Address License
Underground Fiber Optic Line	Utility License
Underground Gas Line	Active Ground Level
Underground Storm Line	POB: Point of Beginning
Underground Water Line	POB: Point of Beginning
Underground Communication Line	POB: Point of Beginning



**SURVEY NOTES**

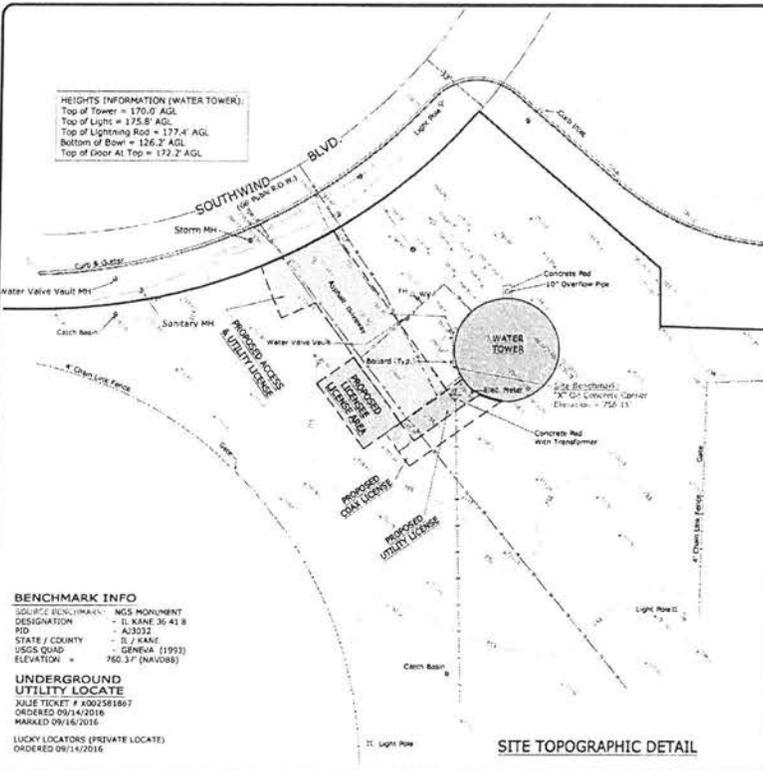
LICENSSES AND SETBACKS SHOWN HEREON ARE BASED UPON THE RECORDED SUBDIVISION PLAT UNLESS NOTED OTHERWISE.

THE SURVEYOR EXPRESSES NO OPINION AS TO THE ACCURACY OF ANY UNDERGROUND UTILITIES WHICH ARE NOT READILY VISIBLE FROM THE SURFACE. IT IS RECOMMENDED THAT THE APPROPRIATE GOVERNMENTAL AGENCY, MUNICIPALITY AND/OR UTILITY COMPANY BE CONTACTED FOR VERIFICATION.

THE PERMANENT PARCEL INDEX NUMBER FOR THE PROPERTY DESCRIBED BY THE LICENSE SITE AND LICENSES HEREON IS 06-36-400030.

THE FLOOD INSURANCE RATE MAP SHOWS THAT THE PROPERTY DESCRIBED HEREON IS FALLING WITHIN ZONE "X", ACCORDING TO THE COMMUNITY RAVEL NUMBER 170059 0260 N. VILLAGE OF BARTLETT, MAP NUMBER 1700590260, KANE COUNTY, ILLINOIS AND INCORPORATED AREAS. MAP REVISED NOVEMBER 16, 2006. ZONE "X" IS AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

LICENSSES AND SETBACKS SHOWN HEREON ARE BASED UPON A TITLE REPORT ISSUED BY AHC SETTLEMENT SERVICES, AND IDENTIFIED AS ORDER # 11542625, WITH AN EFFECTIVE DATE OF 09/01/2016.



**HEIGHTS INFORMATION (WATER TOWER)**  
 Top of Tower = 170.0' AGL  
 Top of Light = 175.8' AGL  
 Top of Lightning Rod = 177.4' AGL  
 Bottom of Bowl = 126.2' AGL  
 Top of Door At Top = 172.2' AGL

**BENCHMARK INFO**  
 SOURCE: ILLINOIS NGM MONUMENT  
 DESIGNATION - IL KANE 36-41-B  
 PID - A13032  
 STATE / COUNTY - IL / KANE  
 USGS QUAD - GENEVA (1993)  
 ELEVATION = 760.37' (NAVD88)

**UNDERGROUND UTILITY LOCATE**  
 JULIE TACKET # 002281867  
 ORDERED 09/14/2016  
 MARKED 09/16/2016  
 LUCKY LOCATORS (PRIVATE LOCATE)  
 ORDERED 09/14/2016

**BASIS OF BEARING**

BEARINGS SHOWN HEREON ARE BASED ON ILLINOIS STATE PLANE, EAST ZONE, NAD83 (2011)

MEAN MAGNETIC DECLINATION OBTAINED FROM U.S.S. 7 1/2 MINUTE SERIES MAP GENEVUE QUAD, KANE COUNTY, ILLINOIS

LATITUDE: N 41° 59' 24.73"  
 LONGITUDE: W 089° 15' 51.70"  
 AT CENTERLINE OF WATER TOWER COMPLIES WITH F.A.A. ICA ACCURACY REQUIREMENTS

SCALE: 1" = 40'

11" x 17" PRINT IS THE FULL SCALE FORMAT OF THIS SURVEY. ANY OTHER SIZE IS AT AN ADJUSTED SCALE.

SEE SHEET L-3 (SHEET 2 OF 3) FOR PARENT TRACT DETAIL AND  
 SEE SHEET L-3 (SHEET 3 OF 3) FOR LICENSEE LICENSE AREA AND LICENSES DETAIL AND LEGAL DESCRIPTIONS

**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS } SS  
 COUNTY OF KANE }

I, CHARLES S. MARSHALL, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON, BEING COMPLETED IN THE FIELD ON 9/19/2016 IS A CORRECT REPRESENTATION OF A SURVEY PERFORMED AT AND UNDER MY DIRECTION.

THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND BOUNDARY AND TOPOGRAPHIC SURVEY SET FORTH BY ILLINOIS STATE LAW.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 8TH DAY OF MAY, A.D. 2017.

CHARLES S. MARSHALL  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-2977  
 LICENSE EXPIRES 12/30/2018

PREPARED BY:

ASM Consultants, Inc.  
 16 E Wilson St, Batavia IL 60510  
 Tel (630) 879-0200 Fax (630) 454-3774  
 advanced@advcl.com  
 Professional Design Firm #184-006014 expires 4/30/2019

**PLAT OF SURVEY OF LICENSEE LICENSE AREA AND LICENSES**

PREPARED FOR:

CHICAGO SMSA LIMITED PARTNERSHIP  
 1915 WOODFIELD ROAD, SUITE 1400  
 BLOOMINGHURST, ILLINOIS 60158  
 PHONE: 847-818-3334 FAX: 847-708-7415

Consulting Group, LTD.  
 600 Busse Highway  
 Park Ridge, IL 60068  
 (847) 698-6400 JOB NO. 17-2362

NO.	DATE	REVISION
1.	9/19/2016	FIELD SURVEY COMPLETED
2.	9/26/2016	ISSUED PRELIMINARY SURVEY
3.	3/28/2017	FINAL SURVEY COMPLETED
4.	5/8/2017	MISC. REVISIONS PER CITY COMMENTS

SITE DESIGNATION INFORMATION:

**25TH & BARTLETT**  
 Location No.: 419980  
 Project No.: 20161434602  
 2355 SOUTHWIND BLVD.  
 BARTLETT, IL 60177

DRAWN BY: AH  
 CHECKED BY: CSM

PROJECT NO.  
 720514

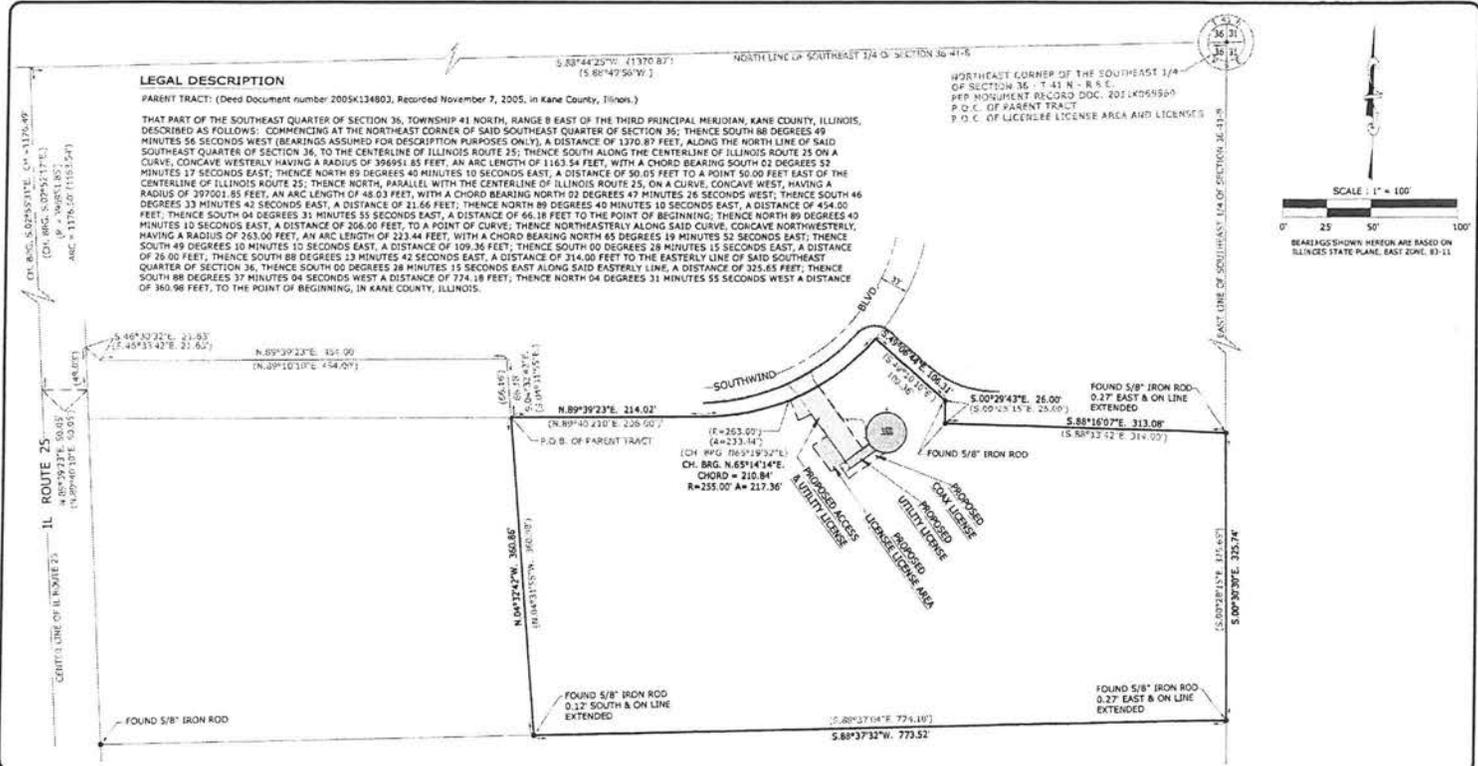
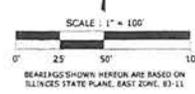
L-1  
 SHEET 1 OF 3

**LEGAL DESCRIPTION**

PARENT TRACT: (Deed Document number 2005K134803, Recorded November 7, 2005, in Kane County, Illinois.)

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), A DISTANCE OF 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 39695.85 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 50.05 FEET EAST OF THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE NORTH, PARALLEL WITH THE CENTERLINE OF ILLINOIS ROUTE 25, ON A CURVE, CONCAVE WEST, 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; THENCE SOUTH 46 DEGREES 33 MINUTES 42 SECONDS EAST, A DISTANCE OF 21.66 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 10 SECONDS EAST, A DISTANCE OF 454.00 FEET; THENCE SOUTH 04 DEGREES 31 MINUTES 55 SECONDS EAST, A DISTANCE OF 66.18 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 40 MINUTES 10 SECONDS EAST, A DISTANCE OF 306.00 FEET, TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 263.00 FEET, AN ARC LENGTH OF 223.44 FEET, WITH A CHORD BEARING NORTH 65 DEGREES 19 MINUTES 52 SECONDS EAST; THENCE SOUTH 49 DEGREES 10 MINUTES 10 SECONDS EAST, A DISTANCE OF 109.36 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS EAST, A DISTANCE OF 26.00 FEET; THENCE SOUTH 88 DEGREES 13 MINUTES 42 SECONDS EAST, A DISTANCE OF 314.00 FEET TO THE EASTERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 36; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 325.65 FEET; THENCE SOUTH 88 DEGREES 13 MINUTES 42 SECONDS WEST A DISTANCE OF 774.18 FEET; THENCE NORTH 04 DEGREES 31 MINUTES 55 SECONDS WEST A DISTANCE OF 360.98 FEET, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36 - T. 41 N. - R. 8 E. PER MONUMENT RECORD DOC. 2014K065569 P.O.C. OF PARENT TRACT P.O.C. OF LICENSEE LICENSE AREA AND LICENSES



PREPARED BY:  
**ASIM**  
 ASM Consultants, Inc.  
 16 E Wilson St, Bellevue IL 60510  
 Tel (630) 879-0200 Fax (630) 454-3774  
 advanced@advct.com  
 Professional Design Firm #184-006014 expires 4/30/2019

**PLAT OF SURVEY OF LICENSEE LICENSE AREA AND LICENSES**

PREPARED FOR:  
**Chicago SMSA**  
 CHICAGO SMSA LIMITED PARTNERSHIP  
 1512 WOODFIELD ROAD, SUITE 1400  
 SCHWABOURG, ILLINOIS 60154  
 PHONE 847-819-9397 FAX 847-708-7418

**TERRA**  
 Consulting Group, LTD.  
 500 Busse Highway  
 Park Ridge, IL 60068  
 (847) 698-6400 JOB NO. 15-0381

NO.	DATE	REVISION
1.	9/19/2016	FIELD SURVEY COMPLETED
2.	3/28/2017	FINAL SURVEY COMPLETED
4.	5/8/2017	MISC. REVISIONS PER CITY COMMENTS

CITY OF CHICAGO INFORMATION:  
**25TH & BARTLETT**  
 Location No. 419980  
 Project No.: 20161434602  
 2255 SOUTH WIND BLVD.  
 BARTLETT, IL 60177

DRAWN BY: PS  
 CHECKED BY: CS4  
 PROJECT NO. 720514  
**L-2**



Exhibit C  
Preliminary Engineering Plans  
[See Attached]

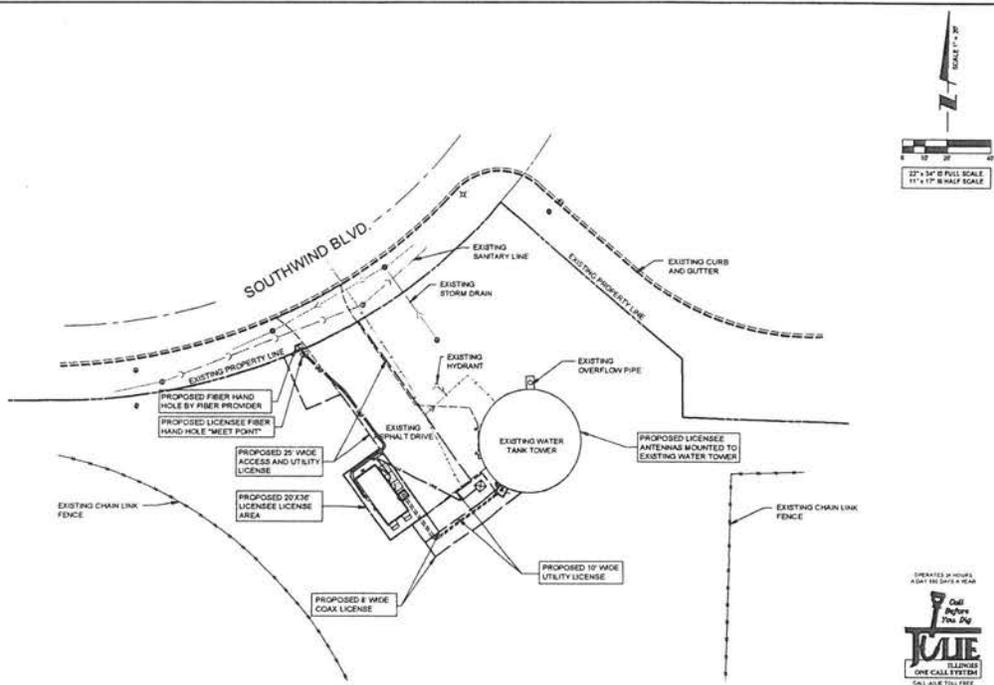
### LEGEND

⊙	Utility Pole	●	Found or Set Monument
⊕	Water Valve Vault	⊕	Found or Set Cut Cross Monument
⊙	Sanitary Manhole	■	Found or Set Concrete Monument
⊙	Manhole	59.75'	Measured
⊙	Storm M/I (Open Grate)	(6000)	Record
⊙	Storm Inlet	P.O.B.	Point of Beginning
⊙	Valve	P.D.C.	Point of Commencement
⊙	Fire Hydrant	T/F	Top of Foundation
⊙	Traffic Signal	F/F	Finished Floor
⊙	Traffic Signal Box	D.C. NO.	Document Number
⊙	Light Post	BLDG.	Building
⊙	Sign	-E-	U/G Electric Line
⊙	Mail Box	-ST-	U/G Storm Line
⊙	Telephone Pedestal	-GAS-	U/G Gas Line
⊙	Electric Meter		
⊙	Gas Meter		
⊙	Transformer Pad		
⊙	Concrete		

—X—X—	FENCE
—O—O—	OVERHEAD POWER LINE
—T—T—	UNDERGROUND TELCO
—P—P—	UNDERGROUND POWER

### GENERAL SITE NOTES

- CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING PAVEMENT. CONTRACTOR SHALL PHOTOGRAPH AND VIDEOTAPE EXISTING PAVEMENT PRIOR TO CONSTRUCTION. ANY DAMAGE CAUSED DURING CONSTRUCTION SHALL BE REPLACED TO EXISTING OR BETTER CONDITION AT NO ADDITIONAL COST.
- THE CONTRACTOR WILL, UPON BECOMING AWARE OF SUBSURFACE OR LATENT PHYSICAL CONDITIONS DIFFERING FROM THOSE DISCLOSED BY THE ORIGINAL SOIL INVESTIGATION WORK, PROMPTLY NOTIFY THE OWNER VERBALLY AND IN WRITING, AS TO THE NATURE OF THE DIFFERING CONDITIONS. NO CLAIM BY THE CONTRACTOR FOR ANY CONDITIONS DIFFERING FROM THOSE ANTICIPATED IN THE PLANS AND SPECIFICATIONS AND DISCLOSED BY THE SOIL STUDIES WILL BE ALLOWED UNLESS THE CONTRACTOR HAS SO NOTIFIED THE OWNER, VERBALLY AND IN WRITING, AS REQUIRED ABOVE, OF SUCH DIFFERING SUBSURFACE CONDITIONS.
- CONTRACTOR TO PROVIDE APPROXIMATE 50% STAGING AREA AND TEMPORARY ROAD. CONTRACTOR SHALL COORDINATE WITH ANTENNA CONTRACTOR, A STAGING AREA AND TEMPORARY ROAD THAT IS ACCEPTABLE TO THE OWNER. STAGING AREA AND TEMPORARY ROAD SHALL BE RESTORED TO EXISTING CONDITIONS AS NECESSARY UPON COMPLETION OF THE PROJECT.
- BEFORE AND DURING CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE ADEQUATE EROSION CONTROL, AS NECESSARY IN THE FORM OF SILT FENCES FOR THE SITE AND SALES AROUND ANY EXISTING MANHOLES, INLETS, OR CATCH BASINS SUSCEPTIBLE TO EROSION. EROSION CONTROL MEASURES SHALL BE PERIODICALLY INSPECTED TO ENSURE PROPER FUNCTION. EROSION CONTROL SHALL BE REMOVED UPON COMPLETION OF WORK.



1 LOCATION PLAN  
SCALE: 1" = 30'



**CHICAGO SMSA**  
limited partnership  
dba VERIZON WIRELESS

**TERRA**  
SURVEYING & MAPPING  
INCORPORATED  
1100 N. WILSON AVE.  
CHICAGO, IL 60642  
TEL: 773.334.8800  
FAX: 773.334.8801

NO.	DATE	BY	DESCRIPTION
1			ISSUED FOR PERMITTING
2			REVISIONS

LOC. #419980  
**25 AND BARTLETT**  
2255 SOUTHWIND BLVD  
BARTLETT, IL 60103

OPERATED 24 HOURS  
A DAY 7 DAYS A WEEK  
**Call Before You Dig**  
**1-800-4-A-DIG**  
ILLINOIS  
ONE CALL SYSTEM  
CALL AHEAD TO PREVENT  
UNNECESSARY  
DAMAGE

SURVEY PERFORMED BY:  
**Advanced Surveying & Mapping**  
Telephone (630) 273-2500  
Fax (630) 273-2600  
E-MAIL: [advanced@advct.com](mailto:advanced@advct.com)  
Site Benchmark:  
"X" On Concrete Corner  
Elevation = 754.11'

**FIBER COORDINATION IS NOT COMPLETE (PENDING FIBER CONTACT). PRIOR TO CONSTRUCTION, CONTACT DESIGNER FOR UPDATE.**

DRAWN BY:	JAS
CHECKED BY:	DS
DATE:	3/29/17
PROJECT #:	33-2386

SHEET TITLE  
**LOCATION PLAN**

SHEET NUMBER  
**LP**





Exhibit D  
Form of Performance Bond - Labor and Material  
Payment Bond  
[See Attached]

**PERFORMANCE BOND -  
LABOR AND MATERIAL PAYMENT BOND FORM**

---

KNOW ALL PERSONS BY THESE PRESENTS, that we, Chicago SMSA Limited Partnership, an Illinois limited partnership, d/b/a Verizon Wireless (hereinafter "Principal") as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and licensed by the Illinois Department of Insurance to issue and sign surety bonds in the State of Illinois, as Surety (the "Surety") are held and firmly bound unto the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Village" or "Obligee"), as Obligee in the full and just amount of One Hundred Thousand U.S. Dollars (\$100,000.00) (the "Penal Sum") for the payment of which the Principal and the Surety jointly and severally bind themselves and their respective successors, assigns and legal representatives firmly by these Presents.

WHEREAS, the Principal and Obligee have entered into a Non-Exclusive License Agreement dated \_\_\_\_\_ 2017, which is incorporated herein by reference as though fully set forth herein (the "License Agreement"), wherein Obligee has granted Principal certain non-exclusive licenses for installing, maintaining, operating, and replacing radio communications facilities, utilities incident thereto, and for ingress and egress to and from the Licensed Premises upon certain terms and conditions as provided for in said License Agreement.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE:

PART I  
PERFORMANCE BOND

THE FIRST CONDITION OF THIS OBLIGATION is such that if the Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said License Agreement specified to be done, kept, and/or performed by Principal, including, but not limited to (i) the installation, construction, maintenance, repairs, operation, alterations, and replacement of the Facilities by Principal with materials of good quality in strict accordance with the plans and drawings approved by the Village (the "Plans") and in full and complete compliance with the provisions of the License Agreement (the "Construction Work") on or before the Construction Completion Date (hereinafter defined); (ii) the payment of all license fees, taxes, and other monies owed by Principal to the Village under the License Agreement; and (iii) completion of the Restoration Work by Principal in strict compliance with the provisions of paragraph 9 of the License Agreement, on or before the Restoration Completion Date (hereinafter defined), then this obligation shall be null and void, otherwise it shall remain in full force and effect.

1. Completion Date. The Construction Work shall be completed within twelve (12) months of the Commencement Date of the License Agreement (the "Construction Completion Date") in strict compliance with the terms and conditions of the License Agreement. The Restoration Work shall be completed within ninety (90) days of the expiration and/or termination of the License Agreement (the "Restoration Completion Date"). The initial term of the License Agreement will expire five (5) years from the Commencement Date as provided in paragraph 3 of the License Agreement, and will automatically renew, subject to the terms of section 3a of the License Agreement, for three additional terms of five (5) years each, unless sooner terminated under the terms of the License Agreement (the "Expiration Date").

THE SURETY HEREBY WAIVES NOTICE OF ANY ALTERATION  
OR EXTENSION OF THE TIME LIMITS BY THE VILLAGE

2. If the Principal fails to complete the Construction Work in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and the provisions of the License Agreement and/or fails to complete the Restoration Work in strict accordance with the provisions of the License Agreement on or before the Restoration Completion Date, the Surety shall promptly upon receipt of written notice from the Village:

(a) Cause the Construction Work or Restoration Work, as the case may be, to be completed in a good and workmanlike manner in strict accordance with the Plans and the applicable provisions of the License Agreement, or

(b) Obtain a bid or bids for submission to the Village for completing the Construction Work and/or Restoration Work (as the case may be, hereinafter the "Work") in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and the provisions of the License Agreement, and, upon determination by the Surety of the lowest responsible bidder (or, if the Village elects, upon determination by the Village and the Surety jointly of the lowest responsible bidder) arrange for a contract or contracts (the "Contract") for the completion of the Work between such bidder and the Village, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract) but in no event later than ninety (90) days after the applicable Completion Date set forth above, sufficient funds to pay the cost of completion of the Work; but not exceeding the Penal Sum, except to pay such additional expenses as provided in paragraphs 25 and 26 of the License Agreement and paragraph 7 hereof. The foregoing shall be a limitation of liability only as to the Surety and shall not be construed in any manner so as to be a limitation on liability as to the Principal for damages or expenses caused directly or indirectly by the acts or omissions of the Principal, a default under the License Agreement by the Principal, and/or arising out of the Work.

3. If the Principal shall fail to pay any license fee, taxes and/or other monies owed by Principal to the Village under the License Agreement beyond any period allowed for cure thereunder, then Surety shall promptly upon receipt of written notice

from the Village (a) make payment to the Village of such license fee or other monies owed by Principal to the Village within 30 days of receipt of such demand; and (b) make payment to the Cook County Treasurer or such other taxing body to whom taxes are owed under the License Agreement, within 30 days of receipt of such demand by the Village.

4. This Bond shall remain in full force and effect until the Restoration Work is in fact completed and all of Licensee's obligations have been fully performed in strict compliance with the terms and conditions of the License Agreement, regardless of whether any notice of the Principal's failure to complete the Restoration Work or other obligation by Licensee has been served on the Principal or the Surety. Furthermore, the Surety reserves the right to cancel this bond by giving ninety (90) days written notice to that effect, mailed by certified mail, addressed to both the Principal, and the Village Administrator, Village of Bartlett at 228 South Main Street, Bartlett, Illinois, 60103; provided however, Principal shall file a replacement form of financial assurance that is acceptable to the Obligee in its sole and absolute discretion. If a replacement form of financial assurance is accepted by the Obligee, then this surety bond is released from all past, present and future liability.

5. Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extension of time, or forbearances on the part of the Village, the Principal, or either of them to the other in or to the terms of the License Agreement; and/or in or to the completion dates, Plans, drawings, specifications; in or to the method or manner of performance of the work in connection with the Facilities; in or to the manner of the payment therefor; or in or to the Tower and/or the Licensed Site, shall in any way release the Principal and Surety, or either of them or any of their respective heirs, executors, administrators, successors, or assigns, or affect the obligations of the Surety on this Bond, all notice of any and all of the foregoing changes, modifications, alterations, deletions, additions, extensions of them, or forbearances being hereby waived by the Surety.

6. This Bond shall remain in full force and effect until the Principal's Obligations under the License Agreement are in fact completed or satisfied, regardless of whether any notice of the Principal's failure to complete the Principal's Obligations, has been served on the Principal or the Surety.

7. Any suit under this Part I must be instituted before the expiration of 2 years from the latest of the date on which (a) the Restoration Work is completed or required to be completed, (b) the License Agreement is terminated, or (c) the Expiration Date.

8. No right of action shall accrue under this Part I to or for the use of any person or corporation other than the Village, its successors or legal representatives.

9. Venue, attorney's fees. The parties agree that the exclusive venue for the enforcement of this Bond, or either Part thereof, shall be the Circuit Court of Cook

County, Illinois. The Principal and the Surety, jointly and severally, agree to reimburse the Village for all of its costs and expenses, including but not limited to consultant fees, expert witness fees and any reasonable attorney's fees incurred by the Village in enforcing or attempting to enforce the obligations of the Principal and the Surety, or either of them, under this Bond, regardless of whether a lawsuit is actually filed, within 30 days after the receipt of copies of paid invoices for such fees and expenses.

## PART II LABOR AND MATERIAL PAYMENT BOND

THE SECOND CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly pay every person or entity ("Person") who shall furnish material, apparatus, fixtures, machinery, equipment and/or labor for the Facilities, Construction Work, and/or Restoration Work, or to any contractor ("Contractor") having a contract for the installation of the Facilities, the Construction Work, and/or Restoration Work, or any such Work, the full amount due such Person on account thereof.

1. The Principal and the Surety, and each of them, jointly and severally, agree to defend, indemnify and hold the Village harmless from mechanic's lien claims, any claim on this Bond, and/or any other claims against the Village arising or alleged to have arisen, directly or indirectly out of the failure of the Principal to pay for the installation of the Facilities, the Construction Work and Restoration Work or any such Work, and shall reimburse the Village for its costs and expenses, including but not limited to expert witness fees and reasonable attorney's fees incurred by the Village in defending, or preparing to defend, such claims, or enforcing or attempting to enforce the obligations of the Principal, the Surety, or either of them, under this Bond, regardless of whether a lawsuit is actually filed, within 30 days after the receipt of copies of paid invoices for such fees.

2. Principal and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Facilities, the Construction Work, or the Restoration Work paid in full, including, without limitation, all claims for amounts due for labor, materials, or rentals of or service or repairs on the installation of the Facilities, or consumed or used in connection with the furnishing of any part of the Restoration Work, may sue on this bond for the use of such claimant, and may have execution therein; provided, however, that the Village shall not be liable for the payment of any costs or expenses of any such suit. The provisions of Section 23 of the Mechanic's Lien Act (770 ILCS 60/23), if applicable, and the Public Construction Bond Act (30 ILCS 550/1, *et seq.*) shall be deemed inserted herein, including, but not limited to, the time limits within which notices of claim for lien must be filed and actions brought under this Bond.

3. Principal and Surety hereby jointly agree that the Village may sue on this bond if the Village is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this Bond shall create any duty on the part of the Village to pay any claimant.

4. Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extension of time, or forbearances on the part of the Village or Principal to the other in or to the terms of the License Agreement; in or to the completion dates, Plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to the Tower, the Licensed Site, equipment, materials, service, or site; or in or to the mode or manner of payment therefor shall in any way release Principal and Surety, or either of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this Bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extension of time, or forbearances and notice of any and all defaults by Principal or of the Village's termination of principal being hereby waived by Surety.

5. The amount of the Bond, plus additional expenses that may be incurred pursuant to paragraph 1 of Part II of this Bond shall only be a limitation on the liability of the Surety, and shall not be construed in any manner, so as to be a limitation of the Principal's liability under the License Agreement for failure to fully pay for all Work, and/or for failing to defend, indemnify, and hold the Village harmless from and against any claim alleging failure of payment.

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 2017.

Chicago SMSA Limited Partnership d/b/a  
Verizon Wireless, an Illinois limited  
partnership

By: Cellco Partnership, its General Partner

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

Printed Name: \_\_\_\_\_

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

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

SURETY:

\_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

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