

VILLAGE OF BARTLETT
BOARD AGENDA
OCTOBER 17, 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 – October 3, 2017
- *7. BILL LIST: October 17, 2017
8. TREASURER’S REPORT: August, 2017
Motor Fuel Tax Report – July, 2017
Sales Tax Report – June, 2017

9. PRESIDENT’S REPORT: 1. Kickstand Classic Volunteer Appreciation Proclamation
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. Home Depot Preliminary/Final Resubdivision, Second Site Plan Amendment, Site Plan, Special Use Permits and Variations
 2. 802 E. Devon Avenue Third Site Plan Amendment, Special Use Permit, Parking Variation
 - *3. Zoning Ordinance Update – Chapters 2,9,13
 - *4. Zoning Ordinance Update – Chapters 3,5

 - B. BUILDING COMMITTEE, CHAIRMAN GABRENYA
 1. None

 - C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE
 - *1. Brewster Creek TIF General Subaccount, Payout #5
 - *2. Brewster Creek TIF Developer Note #4, Payout #2

 - D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CAMERER
 - *1. Bartlett Heritage Days Halloween Parade Permit Request
 - *2. BAPS Fireworks Display Permit Request

 - E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARONARO
 1. Award of Certain Trade Contracts in Connection with New Police Facility

 - F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE
 1. Waste Hauler Contract with Groot Industries
 - *2. Acceptance of Public Improvements for Traffic Control and Protection in Blue Heron Business Park
 - *3. Acceptance of Public Improvements for Sanzeri’s Subdivision
 - *4. Purchase of one (1) F-550 Truck

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



VILLAGE OF BARTLETT
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1. CALL TO ORDER

President Wallace called the regular meeting of October 3, 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: Trustees Camerer, Deyne, Gabrenya, Hopkins, Reinke, and President Wallace

ABSENT: Trustee Carbonaro

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Finance Director Todd Dowden, Economic Development Coordinator Tony Fradin, Community Development Director Jim Plonczynski, Assistant Community Development Director Roberta Grill, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Food and Beverage Manager Paul Petersen, Police Chief Patrick Ullrich, Deputy Chief Chuck Snider, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Rob Ritacco from Jesus Journey Church gave the invocation.

The Board did a moment of silence for all of those affected by the tragedy in Las Vegas.

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 Camerer stated that he would like to add item 1 under the License & Ordinance Committee (Ordinance 2017-126, an Ordinance Creating a Class A Liquor License for Wee-Dee's Restaurant) to the Consent Agenda.



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Trustee Hopkins moved to amend the Consent Agenda to add item 1 under the License & Ordinance Committee (Ordinance 2017-126, an Ordinance Creating a Class A Liquor License for Wee-Dee's Restaurant) and all items contained therein, and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO AMEND THE CONSENT AGENDA

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

NAYS: None

ABSENT: Trustee Carbonaro

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, and the items designated to be approved by consent therein.

Trustee Camerer moved to approve the Amended Consent Agenda, and all items designated to be approved by consent therein as amended, and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE THE AMENDED CONSENT AGENDA AND CONSENT ITEMS THEREIN

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

NAYS: None

ABSENT: Trustee Carbonaro

MOTION CARRIED

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

President Wallace asked the Museum Director Pam Rohleder to present the 2017 Passport to Adventure winners.



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2017 Passport to Adventure, Top Three Site Going Families

The Village of Bartlett Museums is proud to announce the top three site going Bartlett families in the 2017 Passport to Adventure program sponsored by the Kane-DuPage Regional Museum Association. We congratulate Axel and Vala Koontz, who visited all 70 sites, Noah McCarthy who visited 60 sites and Michael Trevino who visited 35 sites on their amazing accomplishments and their dedication and perseverance.

This year the Kane-DuPage Regional Museum Association printed 18,000 passports containing 70 participating sites, up five sites from last year. More than 600 passport booklets alone were pick-up in Bartlett at the Village's four participating sites, the Bartlett History Museum, Bartlett Depot Museum, Bartlett Nature Center and Arts in Bartlett making Bartlett one of the top distribution communities. The program, this year themed, "Discovering Your Local Treasures,!" brings families from all over the two counties, and beyond the borders, who discover our community and the businesses and restaurants we have to offer.

Michael Trevino and his parents Dawn and Bobby, 35 sites

Michael, 6 years old, is a student at Liberty Elementary School. The family are regulars and the Depot Museum where Michael has a special chicken waiting for him. Not a real chicken but a wind-up one. Live chickens were once common at the Depot back in the day when they were delivered via rail and held in the baggage room for children to play with before the farmers picked them up. This is the family's second year in the program and this year they returned to favorite sites and discovered new ones. Mom Dawn says, "Every morning we would sit together and read what new and exciting museum or farm we would venture to that day! We bonded while making these decisions, and Michael was excited during our journey to places we had never visited before. But, the most exciting part for Michael was the incredible learning and exploring of each and every place we discovered!" Michael loved SciTech this year because of its interactive hands-on activities which included learning how mountains and dunes are formed. Mom Dawn says it's Michael who is asking to visit and revisit the museums all the time! And when asked if they are participating next year the answer is "OMG, gosh of course!"

Noah McCarthy and his mom Colleen, 60 sites

Noah, a 4 ½ year-old preschooler at Schick's Crossing Preschool, is also a frequent visitor to the Bartlett Museums. He has had a busy very summer with his mom Colleen and grandmother Char visiting 60 sites! Throughout the years our museums have seen the increasing role grandparents play in site visits. For grandparents who watch and/or help raise the next generation, the program offers affordable, educational and importantly a fun way to bond and create memories that last a lifetime.

While driving to the sites with Grandma wonderful conversations resulted about these experiences which were later written in his log. Noah met "many passionate curators/volunteers" and loved adding each stamp to his passport. Noah's favorite site



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was Graue Mill in Oak Brook where he churned butter, made rock candy, practiced weaving and more.

Grandmother Char summed it up best when she wrote in an email...

"Noah and I have continued to remain very busy with Passport to Adventure! If you ever need a spokeswoman to sell this program, I could be your girl! While we have missed many an afternoon heading to the pool this summer, through the eyes of a 4 and 1/2 year old, Noah has learned a lot in ways he may not be able to express yet. But the foundation for museum manners, farm chores, and overall appreciation for nature have opened a new world to him! I cannot thank you enough for this "Grandmother/Grandson Journey!"

Axel and Vala Koontz and their parents Sandy and Jason, all 70 sites and winners of the Mayor's Medallion

Axel and Vala are frequent visitors to the Bartlett Depot Museum. Their enthusiasm and smiles brighten staff's day when they visit. Axel, age 6, is a first grader at Sycamore Trails Elementary School and Vala, age 4, attends preschool at Streamwood High School. For several years the family has participated in the passport program. In fact last year, the family was recognized with the Mayor's Medallion for visiting all the sites making them one of our top family's two years in a row! Again this year, Axel and Vala looked forward to visiting the varied sites, they do like more than others. Mom Sandy says the kids enjoyed seeing all the new exhibits and activities most of the museums had to offer and she is thrilled to see all they have learned. Of course the kids have their favorite sites. Vala ranks Lizzadro Museum of Lapidary Art amongst her top picks! Axel loves animals and fossils...everything nature.

Visiting 70 museums in four months is an adventure that no child would do unless it was fun and engaging. Our local institutions in DuPage and Kane Counties understand the importance of connecting with children and welcome them to learn. For Sandy and Jason, it gives their family a chance to discover and explore places they didn't even know existed and spend quality time together. Are you going for a three-peat?

Families like the Koontz's, McCarthy's and Trevino's have also introduced their friends to the Bartlett Museums encouraging them and bringing them to participate in museum activities and Passport. We thank these museum champions for all their help, support and again congratulate them on their accomplishments!

President Wallace read a Proclamation for World Polio Day and proclaimed October 24, 2017 as World Polio Day in Bartlett.

President Wallace read a Proclamation Recognizing the 106th National Day of the Republic of China (Taiwan) in Celebration with the Village of Bartlett's Taiwanese Community.



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10. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

11. TOWN HALL

John Eallonardo, Frederick Quinn

Mr. Eallonardo gave the following status on the new police facility. They forwarded a written report that has additional details since the last time he presented. The sheet piling work is done and the basement has been fully excavated. They are in the process of installing the concrete foundation, rebar, associated electrical and mechanical components. It is going along well and they are on schedule.

12. STANDING COMMITTEE REPORTS:

A. PLANNING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins presented Ordinance 2017-124 an Ordinance Approving a Site Plan for Lot 9N (future lot 9N1) in the Brewster Creek Business Park for Get Fresh. He stated that the Plan Commission reviewed this at the September 14 meeting and recommended approval.

Trustee Hopkins moved to approve Ordinance 2017-124 an Ordinance Approving a Site Plan for Lot 9N (future lot 9N1) in the Brewster Creek Business Park for Get Fresh and that motion was seconded by Trustee Deyne.

Trustee Hopkins stated that it is exciting when new business moves into Brewster Creek. and even more exciting when one expands. He appreciated their commitment to Bartlett.

ROLL CALL VOTE TO APPROVE ORDINANCE 2017-124 APPROVING A SITE PLAN FOR LOT 9N FOR GET FRESH

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

NAYS: None

ABSENT: Trustee Carbonaro

MOTION CARRIED

Trustee Hopkins presented Ordinance 2017-125, an Ordinance Approving a Preliminary/Final PUD Plan, Granting a Special Use Permit for a Planned Unit Development and Granting Variations for Rana Meal Solutions Plant 2. He stated that this was before the Zoning Board of Appeals at their September 17 meeting as well as the Plan Commission on September 14. They both recommended approval.

Trustee Hopkins moved to approve Ordinance 2017-125, an Ordinance Approving a Preliminary/Final PUD Plan, Granting a Special Use Permit for a Planned Unit



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Development and Granting Variations for Rana Meal Solutions Plant 2 and that motion was seconded by Trustee Camerer.

Trustee Hopkins asked how long construction will take on this project.

Mr. Plonczynski stated that it will at least be one year plus. The facility is 326,000 square feet and will have 90 to 120 employees. They are also planning to bring their office staff from Oak Brook to this facility.

President Wallace stated that they just recently joined the Chamber of Commerce. He stated that all of the pesto that is purchased under the Kirkland brand is made right here in Bartlett by Rana Pasta and he is excited they are expanding.

ROLL CALL VOTE TO APPROVE ORDINANCE 2017-125 APPROVING PRELIMINARY/FINAL PUD, SPECIAL USE FOR PUD AND GRANTING VARIATIONS FOR RANA PLANT 2

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

NAYS: None

ABSENT: Trustee Carbonaro

MOTION CARRIED

Trustee Hopkins stated that Resolution 2017-127-R, a Resolution Approving of the Rana Economic Incentive Agreement was covered and approved under the Consent Agenda.

B. BUILDING COMMITTEE, CHAIRMAN GABRENYA

Trustee Gabrenya stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Resolution 2017-128-R, a Resolution Approving of the Exclusive Right to Sell Contract (Listing Agreement) Between the Village of Bartlett and SVN Landmark Commercial Real Estate, LLC was covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer stated that Ordinance 2017-126, an Ordinance Creating a Class A Liquor License for PGPJK Restaurant Incorporated for Wee-Dees Restaurant at 778-780 W. Bartlett Road and Resolution 2017-129-R, a Resolution Approving Certain Executive Session Minutes and Determining Which Executive Session Minutes to Release or Hold as Confidential after Semi-Annual Review, and Authorizing the Destruction of Verbatim



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Records of Certain Closed Sessions were covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

In Trustee Carbonaro's absence, President Wallace stated that there was no report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that Resolution 2017-130-R, a Resolution Approving of the Intergovernmental Agreement Between the Village of Bartlett and the County of Cook for the Invest in Cook Grant and Ordinance 2017-131, an Ordinance Accepting the Public Improvements for Elgin Beverage, 300 Miles Parkway Blue Heron Business Park were covered and approved under the Consent Agenda.

13. NEW BUSINESS

President Wallace stated that if there were no objections from the Board he would issue the Class A liquor license for PGPJK Restaurant Incorporated for Wee-Dees Restaurant at 778-780 W. Bartlett Road. No Trustees stated any objections and President Wallace stated that he would issue that license.

Since the petitioner was in the audience President Wallace encouraged them to join the Chamber of Commerce.

The petitioner, James Kapasouris stated that they have a location in South Elgin for the last 15 years. They purchased the Topsy Monkey building and will serve burgers, gyros, hot dogs, beefs as well as salads and greek chicken. He stated that the South Elgin store goes through 150 pounds of gyro meat per day. They will have a 25 person outdoor patio with liquor, food and video gaming.

President Wallace thanked them for choosing Bartlett.

Trustee Hopkins talked about the GO Request page on the Village web page. Typically, when a resident goes to this page and checks the department they wish to address, if they check the Mayor or Trustee, it does not go to them. He stated that typically 100 requests per year come to them that they don't ever see.

Administrator Schumacher stated that it was brought to her attention that the Mayor and Board selection gets routed to the Administration office for a response. She wanted to get a feel on how the Board would like her to remedy this issue. They have changed the description on the website to say Administration. She asked the Board if they would like to see those requests or have a summary report.



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Trustee Hopkins stated that there should be an option on the GO Request page for residents to contact the Board directly.

Administrator Schumacher stated that she will ask Chris Hostetler if he could route the request directly to the email address rather than the Go Request system.

President Wallace asked if there was anyone else on the Board that wants this to happen.

Trustee Camerer stated that he had some reservations because of the inherent possibilities of no reply by the board members. He stated that he wanted to be contacted by residents at any time they would want to talk to him. He wanted them to be responded to and he didn't want an email to come to all board members and no one knows who responded. He would prefer that the staff sorted things out. He felt that there was a process in place and it was working.

President Wallace stated that he totally agreed.

Trustee Reinke stated that if a resident is contacting him, then he wants to respond to them.

President Wallace stated that he has never had a resident tell him that he has a hard time finding his email address or phone number. He stated that he calls people back within a couple of hours.

Administrator Schumacher stated that the system is very efficient for solving problems and responding to resident's concerns.

President Wallace stated that he liked the summary idea.

Mr. Schumacher stated that she would put together a summary report that they could see weekly.

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

President Wallace stated that he wanted to thank public works and the police department for all their efforts during the Kickstand Classic. He suggested that they try to compact the event a little bit more so people would stay longer. He thought it was an excellent event recognized BAPS who brought out more than 50 volunteers as well as the high school students, Bartlett Rotary Club and Village staff.

President Wallace stated that upon adjournment of this meeting, the Board will be moving into the Committee of the Whole meeting.



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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: Trustee Carbonaro

MOTION CARRIED

The meeting was adjourned at 7:40 p.m.

Lorna Giles
Village Clerk



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
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President Wallace called the Committee of the Whole meeting to order at 7:42 p.m.

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

ABSENT: Chairman Carbonaro

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Finance Director Todd Dowden, Economic Development Coordinator Tony Fradin, Community Development Director Jim Plonczynski, Assistant Community Development Director Roberta Grill, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Food and Beverage Manager Paul Petersen, Police Chief Patrick Ullrich, Deputy Chief Chuck Snider, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

PLANNING & ZONING COMMITTEE

1. Home Depot Preliminary/Final Resubdivision, Second Site Plan Amendment, Site Plan, Special Use Permits and Variations

Chairman Hopkins asked Mr. Plonczynski to summarize.

Community Development Director Jim Plonczynski stated that this project is located at the corner of Stearns and Route 59. They are planning to subdivide off of Lot 1 in Home Depot and build an 8,000+ square-foot retail center.

He stated that the petitioner is requesting:

**Preliminary/Final Resubdivision of Lot 1 of the Home Depot Subdivision
Second Site Plan Amendment for Lot 1 of the Home Depot Subdivision
Site Plan for Lot 2 of the Home Depot Resubdivision
Special Use Permits (Lot 2):**

- a) To allow a drive-thru establishment; and
- b) To allow outdoor seating; and

Variations:

- a) To reduce the required parking spaces for Lot 1 of the Home Depot Resubdivision from 450 to 395 spaces,
- b) A 14'-6" reduction in the required 30 foot side yard building setback along the southern property line,
- c) A 30 foot reduction from the required 30 foot side yard parking setback along the southeastern property line, and



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- d) A 9'-4" reduction in the required 40 foot rear yard building setback along the western property line.

The proposed out lot would be carved out into for commercial spaces, of which one of them will have a drive through.

The Zoning Board of Appeals reviewed the Petitioner's variation requests, conducted the public hearing and recommended approval at their September 7, 2017 meeting subject to the findings of fact outlined in the Staff Report.

The Plan Commission reviewed the Petitioner's requests, conducted the public hearing and recommended approval at their September 14, 2017 meeting subject to the conditions and findings of fact outlined in the Staff Report.

The Board discussed Home Depot's seasonal sales area in the parking lot.

Chairman Camerer asked about having the ability for a right in/right out into the property.

Lynn Means, Senior Transportation Engineer with Gewalt Hamilton Associates

Ms. Means stated that the previous plans showed during the planning process explored the right in/right out in the Home Depot and was at first going to be permitted. When it went to review with IDOT, they decided that the cross access from the Mobil gas station was sufficient. Additional striping will be put on to formulate the in and out movements.

Chairman Camerer stated that a right in/right out in the middle of the shopping center would make sense.

President Wallace asked if anyone ever thought of a right in/right out across the street from Bartlett Commons Road?

Mr. Plonczynski stated that Home Depot opted for the stoplight intersection, in lieu of any other.

Chairman Reinke stated that there is no logic or reason to a governmental entity like IDOT who bases decisions, in part, by how many people are killed at road crossings. There really is nothing that can be done.

Ms. Means stated that the improvements at Route 59 and Stearns will help to increase the mobility along both Stearns and Route 59 and will in turn improve access getting in and out of the plaza.



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Chairman Camerer stated that he would like to see this buildout do great. He is just looking for ways to promote that and thought that if people have easy access to it, there is a much greater chance for success. He thought it should be lobbied for from IDOT.

Chairman Hopkins asked if a right in/right out would take up parking spaces.

Ms. Means stated that it would take up many parking spaces.

Chairman Hopkins asked if the parking lot was full and it becomes an issue, can we restrict seasonal sales at Home Depot.

Mr. Plonczynski stated that we granted them a special use for this and if it became a problem we could approach that with Home Depot.

Larry Freedman, Attorney for Ash, Anos, Freedman & Logan

Mr. Freedman stated that Ms. Means did some of her counts at a time when there were seasonal sales to determine not only how many spaces were filled but where they were utilized.

Ms. Means stated that they counted in May of this year, which is historically Home Depot's busiest sales month of the year. Seasonal area was occupied as well as some additional areas beyond it. They surveyed the parking lot during that timeframe and found there to be 250 parking spaces unoccupied. They also have photographs going back to when Home Depot was built, and have continuously saw this area to be unoccupied.

Chairman Deyne stated that this is their most dangerous intersection in the Village so this is why they are concerned.

Ms. Means stated that with the Route 59 and Stearns Road improvements, there will be two left turns on all four approaches as well as right turn lanes. The northernmost access on Route 59 for serving the Mobil will be closed. The purpose of the improvement project is to improve safety through that intersection.

Chairman Camerer asked if there was a right in/right out in the middle of the property, would parking spaces be taken away?

Ms. Means stated that there are 250 spaces available. This outlot takes away 135 spaces which would leave about 90 spaces available. The right in/right out would not be approved with the traffic signal. With a potential coffee shop type use, a lot of that traffic is not new to the area. Eastbound traffic on Stearns Road will turn in at the eastbound entrance and will not go through the traffic light. In her opinion, it will not be a significant benefit to have the right in/right out serving the site.



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Chairman Hopkins asked Attorney Mraz if they would have the right to restrict seasonal sales parking if it became an issue.

Attorney Mraz stated that he would have to review the ordinance that granted the special use for the seasonal storage. He did not believe there was the ability to do that. He felt that if Home Depot thought it was a problem, they would not want to hurt their business that way.

Chairman Gabrenya stated that this is a private lot for private business and it would be self-limiting. If they don't have enough room for their patrons to park, they won't succeed. She didn't think it was something they have control or should have desire to have control over.

President Wallace agreed.

Chairman Hopkins disagreed with that. If it becomes traffic chaos over there, we need options.

Chairman Gabrenya stated that traffic is different than parking.

Chairman Camerer stated that it is private property.

Chairman Hopkins stated that if they are separating their lot to create value, this could create a big headache for residents who live here as well as people shopping there.

Chairman Reinke stated that he was initially very critical about parking. He took the opportunity to sit there and imagine the layout. He felt that it would pull the parking further south. It is self-limiting.

Mr. Friedman stated that he could provide staff with historical figures that go back every year. They don't believe they will be short on parking with the seasonal sales.

Chairman Reinke felt that there would be a natural rebalancing and he supports this.

Chairman Hopkins stated that they will forward this on to the Village Board for a final vote.

2. 802 E. Devon Avenue Addition

Chairman Hopkins stated that they are requesting a special use permit to disturb a wetland and a reduction in the required number of parking spots.



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The Zoning Board of Appeals reviewed the Petitioner's variation request, conducted the public hearing and recommended approval at their September 7, 2017 meeting subject to the findings of fact outlined in the Staff Report.

The Plan Commission reviewed the Petitioner's requests, conducted the public hearing and recommended approval at their September 14, 2017 meeting subject to the conditions and findings of fact outlined in the Staff Report.

Mr. Plonczynski stated that this is the old Main Steel site, 802 E. Devon Avenue, about 0.8 miles east of Newport Boulevard. They received the Class 6B incentive from Cook County to help improve the site and create spaces for additional industrial users.

Chairman Hopkins stated that they would forward this on to the Village Board for a final vote.

Chairman Gabrenya asked how we determine what is appropriate for wetlands and what is our role in approving permits to disturb a wetland.

Mr. Plonczynski stated that they have a wetland in the corner and they have to go to the Army Corps of Engineers to mitigate it. Our special use adds that condition that they satisfy the Army Corps before they do anything.

3. Zoning Ordinance Update – Chapters 13, 9, 2

Mr. Plonczynski stated that this is the administrative review of the site plan. This is the current process for site plan reviews. It would be more of a building permit application. We would still continue to invite the Fire District, Police Department, Public Works engineering. Below is a summary of the changes:

Chapter 13 – Administration and Enforcement (Partial)

- A Text Amendment to allow for the Administrative Review of Site Plans by the Technical Staff in conjunction with a Building Permit Application. This Text Amendment would expedite the Site Plan review and approval process if all of the bulk requirements in a particular zoning district are satisfied and no Rezoning, Special Use(s) and/or Variation(s) are requested. The proposed Administrative Site Plan Review process would save approximately three (3) months of review time from the current process. *The entire Chapter will be reviewed and modified at a future date.*



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Chapter 9 – Planned Unit Developments (Partial)

- A modification for Site Plan Reviews and to allow Administrative Site Plan Reviews. *The entire Chapter will be reviewed and modified at a future date.*

Chapter 2 – Rules & Definitions (Partial)

- A modification to the definition of Planned Unit Development Plat to include Kane County in the list of Counties Bartlett is located in.

The Zoning Board of Appeals reviewed the proposed Text Amendments, conducted the public hearing and recommended approval at their September 7, 2017 meeting.

Chairman Hopkins stated that he likes the idea of this and thinks it will speed up the process for development in Bartlett. He asked if there was a way to keep the Board in the loop on some of the projects.

Mr. Plonczynski stated that they could do a tally sheet, etc. but they will typically be communicated in the Friday 5.

3. Zoning Ordinance Update – Chapters 5, 3

Mr. Plonczynski stated that this is a full chapter where they reduced the written language into the tabular form. It was reduced from 15 pages to 4 or 5 and below is a summary:

Chapter 5 – OR Office/Research District

- Condensed from 6 pages to 3 with the utilization of charts.

Policy Issues:

- Churches/Religious Institutions/Places of Assembly have been incorporated into this updated OR Office/Research Zoning District similar to what was approved in the Residential Zoning Districts regarding size and whether it is a permitted or special use.

Chapter 3 – Accessory Uses, Buildings and Structures

Housekeeping Issues- Section 10-3-5 (REGULATIONS FOR SPECIFIC STRUCTURES AND USES)

- A modification and deletion of repeated language regarding commercial vehicles which was updated as part of Chapter 4A (Residential Districts)



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The Zoning Board of Appeals reviewed the proposed Text Amendments, conducted the public hearing and recommended approval at their September 7, 2017 meeting.

Chairman Hopkins stated that this will go to the Village Board for a final vote.

PUBLIC WORKS COMMITTEE

1. Waste Hauler RFP

Chairman Reinke asked the Assistant Village Administrator Scott Skrycki to summarize:

Mr. Skrycki stated that the Board has the results from the waste hauler RFP which was released on August 23, 2017 and extended until September 21, 2017. The RFP had six options for the companies to respond on. They had three submittals, Groot Industries, Lakeshore Recycling Systems and Advanced Disposal. He explained that Groot industries recently purchased Republic's routes so Groot is essentially our current waste hauler.

Recommendation: Staff recommends approval of Groot's proposal for "Option #1, Unlimited Flat Fee Refuse Collection" and a one day pick up. The base rate would be $\$18.40 + \$0.50 = \$18.90$ (single family rate). That cost includes unlimited electronics recycling. Currently, residents are paying \$23.72, so this would come to a savings of \$57.84 per year. They also recommend for brush collection, a \$2.50 sticker for bundled brush. This would eliminate the in-house brush collection and hand it over to the waste hauler. One of the other features that the Board requested was to get rid of the branded bags. Residents would use generic bags with a \$2.50 a sticker.

Chairman Reinke verified that staff is recommending "Option #1: Unlimited Flat Fee Refuse Collection" since it is similar to what we currently have and is a significant savings. Staff is also recommending "Alternate #1B: E-Recycling Collection: Unlimited" and he stated that this would be very convenient for residents wanting to eliminate tube televisions, etc. for \$.050 per month.

Mr. Skrycki stated that they do get a lot of phone calls. Electronic recycling is becoming more and more difficult on the residents and we have to refer them out of town.

Chairman Reinke then talked about "Alternate #2B: Brush Collection-Weekly" that is based on a \$2.50 sticker.

Chairman Camerer stated that he has issues with that. He stated that the brush must be put into bundles not more than 50 pounds, 2 feet tall/wide and 4 feet long and tied at



VILLAGE OF BARTLETT COMMITTEE MINUTES October 3, 2017

both ends. In his neighborhood, where there are a lot of wooded lots, people could put out brush 3 feet high by 20 feet long. For them to bundle that all up and put stickers on it will be a real inconvenience. He is not in favor of the stickers at all.

President Wallace stated that there are some people that never have brush pickup and to put it into the main fee is just ridiculous.

Public Works Director Dan Dinges stated that right now the pickup is just twice per month where this proposal allows you to put it out every week.

Chairman Camerer stated that every time you put out ten bundles, you are looking at \$25. That's a hidden cost to the residents.

President Wallace stated that it is a hidden cost if you charge every resident a fee when some of them never, ever have brush picked up.

Chairman Camerer stated that people have to have something when they do their bushes or their shrubs or their trees.

President Wallace stated that half of his neighborhood has a lawn service where they take the brush with them.

Chairman Hopkins agreed with that.

Chairman Gabrenya stated that those yards with big trees also have lots of leaves. Would they be saving on their leave collection because the stickers cost less than the bags and therefore, for those particular homes, would it then be a wash. She agreed with the Mayor that if you are in a subdivision with no trees, they shouldn't be expected to pay that fee.

Chairman Reinke stated that it seems that public works really has struggled with this job. The Village is large, you have a limited staff and often that twice a month is not twice per month. We have to do something and it seems that it would be more expensive to extend the public works staff and incur all the workers comp issues, equipment issues, etc.

President Wallace stated that we are supposed to line everything up along the curb in certain amounts and certain sizes in this town has been so spoiled - nobody does this, himself included. The Village staff has accepted yard waste in any condition and we have been very spoiled. This is not how most programs work.

Chairman Reinke asked if there was a bulk program, whereas, if someone bought twenty stickers, could they perhaps get a discount?



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
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Mr. Skrycki asked for a chance to investigate these options.

President Wallace stated that he would like to keep the option of one day pickup per week on Tuesdays.

Chairman Reinke stated that they were in agreement on refuse and e-recycling and the Board will get future details on brush.

Administrator Schumacher stated but they will have an option for brush collection and they would like to have it at the Board level.

Chairman Hopkins asked if these options exclude them from getting recycled royalties?

Mr. Skrycki stated "yes", they took it out of the RFP's. They went about 14 straight months of seeing zero dollars return on the recycled sharing revenue. Eliminating the recycled sharing brought down the base cost to the residents. This information was given to them from all of the vendors that bid.

Chairman Hopkins asked if they could negotiate that back in?

Administrator Schumacher stated that they did not get that much revenue from it and it was keyed to the market. It was never anything they relied upon for revenue. Their focus was driving down the price for the residents and that was one of the areas that allowed us to do that.

Mr. Skrycki stated that some of that recycling revenue was in the red and was costing money. That would be a negative in incorporating that back in.

Chairman Camerer asked Mr. Dinges if they were to take public works off of brush pickup, does he have an estimation of how much money would be saved? Where would your staff be diverted to and how would they be used? If he could see the justification of taking people off brush pickup and doing other things, when it would be a little easier to swallow.

Mr. Dinges stated that this is one of their highest workmen's comp. issues with a lot of back issues. The staff members would be assigned to other duties such as storm sewer projects, pavement patching, bike path maintenance. If they could focus more on doing asphalt paving, the money they would save by hiring a contractor would be substantial. They would be maintaining the infrastructure. They would also do routine tree trimming on the parkways.

Chairman Camerer stated that by having a list of these things, they would be able to inform residents of the benefits of this trade-off.



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Administrator Schumacher stated that they will have some extended life on the chipper and thought they would see additional savings there, also.

Chairman Hopkins thought that trying to get people to tie up their bundles and have 50 pound weight limits was ridiculous.

Chairman Reinke asked if there was a way to outsource the brush collection so the Village would pay whatever flat fee per month and the contractor would just collect all the brush.

Mr. Dinges stated "yes" you can. He stated that it would be a totally separate contractor and would come out of the General Fund.

Chairman Hopkins stated that he thought it was worth looking into. He asked if other communities restrict the residents by making them tie up their bundles.

Attorney Mraz stated that Bartlett residents are spoiled. Most communities require bundling and the bundles are much smaller. The contractor will hold you to certain rules and we can set those parameters.

Administrator Schumacher stated that we can see if you can move on those. Dan will include the cost of outsourcing completely and what they would take out of the General Fund to pay for it so you get a sense of value for the service compared to the \$2.50 for the sticker.

President Wallace advised the Board to do a little homework since this may be a contemptuous issue. He asked staff to provide the additional information prior to the packets going out so they can thoroughly review it.

Chairman Hopkins asked that they keep the option of having brush pickup in-house.

Chairman Camerer moved to adjourn the Committee of the Whole meeting and that motion was seconded by Chairman Hopkins.



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ROLL CALL VOTE TO ADJOURN

AYES: Chairman Camerer, Deyne, Gabrenya, Hopkins, Reinke

NAYS: None

ABSENT: Chairman Carbonaro

MOTION CARRIED

The meeting adjourned at 8:37 p.m.

Lorna Gilles
Village Clerk

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/17/2017**

100-GENERAL FUND REVENUES

420230-BUILDING PERMITS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GIA DENSFORD	BUILDING PERMIT REFUND	75.00
INVOICES TOTAL:		75.00

430310-TOWING/IMPOUNDING FEES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MOISES MADRID	ADMINISTRATIVE TOW FEE REFUND	500.00
INVOICES TOTAL:		500.00

10000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - OCT 2017	278,826.06
** 1 DEARBORN NATIONAL	MONTHLY INSURANCE - OCT 2017	2,733.33
** 1 FIDELITY SECURITY LIFE	MONTHLY INSURANCE - OCT 2017	868.78
INVOICES TOTAL:		282,428.17

1100-VILLAGE BOARD/ADMINISTRATION

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRAIN'S CHICAGO BUSINESS	SUBSCRIPTION RENEWAL	44.20
INVOICES TOTAL:		44.20

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CONFERENCE REGISTRATION FEES	518.99
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	37.00
INVOICES TOTAL:		555.99

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MEMBERSHIP RENEWALS	1,550.00
INVOICES TOTAL:		1,550.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	PIZZA/VILLAGE SOFTBALL GAME	246.42
1 EXAMINER PUBLICATIONS INC	ADVERTISING	270.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	15.00
INVOICES TOTAL:		531.42

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 10/17/2017

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MUSEUM SUPPLIES	900.02
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	73.34
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	8.64
	<u>INVOICES TOTAL:</u>	<u>982.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MEETING REFRESHMENTS	20.70
1 COMCAST	VPN SERVICE	40.06
1 MARK YOUR SPACE INC	BEST OF YARD SIGNS	77.22
1 MARK YOUR SPACE INC	KICKSTAND CLASSIC POLE BANNERS	633.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	52.27
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	13.96
	<u>INVOICES TOTAL:</u>	<u>837.21</u>

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	450.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	53.00
	<u>INVOICES TOTAL:</u>	<u>2,503.00</u>

1400-FINANCE

522400-SERVICE AGREEMENTS

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

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	TONER CARTRIDGE	347.44
1 CENTURY PRINT & GRAPHICS	A/P CHECK FORMS	168.37
1 RYDIN DECAL	NO SOLICITORS TAGS	356.96
1 WAREHOUSE DIRECT	PAPER TOWELS/BATH TISSUE	6.97
1 WAREHOUSE DIRECT	PAPER/TRASH BAGS	14.89
	<u>INVOICES TOTAL:</u>	<u>894.63</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	IGFOA CONFERENCE REGISTRATION	450.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: **450.00**

542100-REBATES

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

1500-COMMUNITY DEVELOPMENT

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	28.92
<u>INVOICES TOTAL:</u>		28.92

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	3.99
<u>INVOICES TOTAL:</u>		3.99

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CONFERENCE REGISTRATION FEES	410.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	20.00
1 KORY SMITH	CONFERENCE EXPENSES	653.33
** 1 KRISTY STONE	CONFERENCE EXPENSES	153.00
<u>INVOICES TOTAL:</u>		1,236.33

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A-1 TROPHIES & AWARDS INC	NAME PLATES	45.75
<u>INVOICES TOTAL:</u>		45.75

1600-BUILDING

511200-TEMPORARY SALARIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDRZEJ NYCZ	ELECTRICAL INSPECTIONS	180.00
<u>INVOICES TOTAL:</u>		180.00

526005-PLAN REVIEW SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	3,069.60
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	4,535.20
1 KESLIN ENGINEERING INC	PLAN REVIEW SERVICES	16,162.48
<u>INVOICES TOTAL:</u>		23,767.28

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/17/2017**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	RECEIPT BOOKS/SUPPLIES	350.64
INVOICES TOTAL:		350.64

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	40.00
INVOICES TOTAL:		40.00

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADT SECURITY SERVICES	ALARM MONITORING SERVICE	43.45
1 ALICE BENDIG	COMPOSITE SKETCH	200.00
1 CHICAGO OFFICE TECHNOLOGY GROUP	COPIER MAINTENANCE SERVICE	1,045.56
1 HP INC	MULTI-FUNCTION PRINTER	527.00
1 PROSHRED NORTH	PAPER SHREDDING SERVICES	120.00
1 STERICYCLE INC	SERVICE AGREEMENT	169.64
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY BILLING	255.00
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	742.93
1 VERIZON WIRELESS	WIRELESS SERVICES	385.75
INVOICES TOTAL:		4,724.33

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	1,325.15
INVOICES TOTAL:		1,325.15

524240-IMPOUNDING ANIMALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY ANIMAL CARE	ANIMAL SERVICES	135.00
INVOICES TOTAL:		135.00

525400-COMMUNICATIONS - DUCOMM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DU-COMM	QUARTERLY DUES	153,541.25
INVOICES TOTAL:		153,541.25

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	155.64
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	476.35
** 1 CARDMEMBER SERVICE	LICENSE PLATE RENEWAL FEES	413.48

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/17/2017**

1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	44.55
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	539.62
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	1,719.28
1 ULTRA STROBE COMMUNICATIONS INC	SHIPPING CHARGE/MIC REPAIRS	12.95
1 ULTRA STROBE COMMUNICATIONS INC	SHIPPING CHARGE/EQUIPMENT REPAIRS	12.95
1 WORK AREA PROTECTION CORP	TRAFFIC CONES	587.14
INVOICES TOTAL:		3,961.96

526050-VEHICLE SET UP

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RICK SADOWSKI	CSO TRUCK GRAPHICS REMOVAL	140.00
INVOICES TOTAL:		140.00

526100-AUTO BODY REPAIRS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BOB'S AUTO BODY INC	AUTO BODY REPAIRS	6,730.27
1 EBY GRAPHICS INC	VEHICLE GRAPHICS REPAIRS	85.00
INVOICES TOTAL:		6,815.27

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	175.50
** 1 CARDMEMBER SERVICE	COMPUTER MOUSE/SUPPLIES	77.43
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	43.48
1 INTOXIMETERS INC	MATERIALS & SUPPLIES	88.85
1 MICHAEL KMIECIK	LUTHER K9 FOOD	30.83
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	129.42
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	178.96
1 ULINE	EVIDENCE SUPPLIES	537.08
1 WAREHOUSE DIRECT	TONER	124.87
1 WAREHOUSE DIRECT	TONER	128.43
1 WAREHOUSE DIRECT	TONER	128.43
INVOICES TOTAL:		1,643.28

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STREICHER'S INC	UNIFORM APPAREL/ACCESSORIES	417.93
1 STREICHER'S INC	NAMEPLATES	15.98
1 STREICHER'S INC	UNIFORM APPAREL/ACCESSORIES	453.94
INVOICES TOTAL:		887.85

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	EBAY PYPAL FEES	51.80
INVOICES TOTAL:		51.80

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
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530125-SHOOTING RANGE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STREICHER'S INC	RANGE SUPPLIES	26.99
1 STREICHER'S INC	RANGE SUPPLIES	112.95
1 ZIEGLER'S ACE HARDWARE	STAPLES	9.18
INVOICES TOTAL:		149.12

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	56.75
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	16.98
1 WAREHOUSE DIRECT	LABELS/PENS	88.93
1 WAREHOUSE DIRECT	AWARD CERTIFICATES	78.69
INVOICES TOTAL:		241.35

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 HEIDI ATKINSON	LODGING/ILEAP CONFERENCE	264.96
1 HEIDI ATKINSON	CONFERENCE EXPENSES	142.06
** 1 ILLINOIS LEAP	BOSS'S DAY LUNCHEON FEES	50.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	35.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	67.50
1 ROBERT SWEENEY	TRAINING EXPENSES	44.40
1 UNIVERSITY OF LOUISVILLE	TRAINING REGISTRATION	695.00
INVOICES TOTAL:		1,298.92

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEST BEND MUTUAL INSURANCE CO	NOTARY FEE/S NIEDBALA	20.00
1 WEST BEND MUTUAL INSURANCE CO	NOTARY FEE/D SALLIS	20.00
INVOICES TOTAL:		40.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ROSELYNN FASHIONS LTD	CITIZEN POLICE ACADEMY SHIRTS	185.75
1 ROSELYNN FASHIONS LTD	CITIZEN POLICE ACADEMY SHIRT	15.25
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	34.34
INVOICES TOTAL:		235.34

545100-EMERGENCY MANAGEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	2.10
INVOICES TOTAL:		2.10

545200-POLICE/FIRE COMMISSION

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
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1 STANARD & ASSOCIATES INC	POLICE SERGEANT EXAM FEES	7,220.00
	<u>INVOICES TOTAL:</u>	<u>7,220.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	42.00
	<u>INVOICES TOTAL:</u>	<u>42.00</u>

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	2.10
1 TRAFFIC CONTROL & PROTECTION INC	BARRICADE RENTAL	95.00
1 TRAFFIC CONTROL & PROTECTION INC	KICKSTAND CLASSIC EQUIPMENT RENTAL	5,000.00
1 UNITED RENT-A-FENCE	BARRICADE RENTAL	560.00
1 VERIZON WIRELESS	WIRELESS SERVICES	171.48
1 VERIZON WIRELESS	WIRELESS SERVICES	23.15
1 VERMEER-ILLINOIS INC	EQUIPMENT RENTAL	1,200.00
	<u>INVOICES TOTAL:</u>	<u>7,051.73</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	86.06
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	22.07
1 NICOR GAS	GAS BILL	86.56
1 NICOR GAS	GAS BILL	41.55
1 NICOR GAS	GAS BILL	93.56
	<u>INVOICES TOTAL:</u>	<u>329.80</u>

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMERCIAL TIRE SERVICE	TIRE REPAIRS	232.00
1 OIL MASTERS	VEHICLE MAINTENANCE	36.67
1 OIL MASTERS	VEHICLE MAINTENANCE	36.67
1 SAUBER MFG CO	VEHICLE MAINTENANCE	574.50
	<u>INVOICES TOTAL:</u>	<u>879.84</u>

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PUBLIC WORKS ASSOC	SOFTWARE PURCHASE	995.00
	<u>INVOICES TOTAL:</u>	<u>995.00</u>

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	1,525.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	588.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 10/17/2017

1 SEBERT LANDSCAPING CO	OCTOBER 2017 - LAWN MAINTENANCE	1,200.00
1 SEBERT LANDSCAPING CO	OCTOBER 2017 - LAWN MAINTENANCE	2,185.71
1 SEBERT LANDSCAPING CO	OCTOBER 2017 - LAWN MAINTENANCE	1,685.71
1 TRUGREEN	FERTILIZER APPLICATION	750.00
	INVOICES TOTAL:	7,934.42

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS/SUPPLIES/TOOLS	268.58
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING FLAGS/PAINT	255.80
1 JSN CONTRACTORS SUPPLY	MARKING PAINT	230.40
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	129.08
	INVOICES TOTAL:	883.86

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	122.37
	INVOICES TOTAL:	122.37

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS/SUPPLIES/TOOLS	119.51
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	70.96
	INVOICES TOTAL:	190.47

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	TONER CARTRIDGES/SUPPLIES	51.53
	INVOICES TOTAL:	51.53

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NAPA AUTO PARTS	EQUIPMENT MAINTENANCE SUPPLIES	60.93
	INVOICES TOTAL:	60.93

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	3,781.33
1 BRACING SYSTEMS-NORTH	MAINTENANCE SUPPLIES	288.00
	INVOICES TOTAL:	4,069.33

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	MATS	12.38
1 UNIFIRST CORP	MATS	12.38
	INVOICES TOTAL:	24.76

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE RIVER SALT CREEK	DEICING WORKSHOP	220.00
INVOICES TOTAL:		220.00

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	CREDIT - RETURN	-586.00
1 EARTH INC	HAULED MATERIALS	225.00
1 NEENAH FOUNDRY CO	ROLL FRAMES/GRATES	1,485.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	120.00
INVOICES TOTAL:		1,244.00

4200-MUNICIPAL BLDG PROJECTS EXP

585058-2016 POLICE STATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FREDERICK QUINN CORPORATION	POLICE STATION PAYOUT #3	368,285.00
1 HAYWARD BAKER INC	POLICE STATION PAYOUT #1	116,100.00
INVOICES TOTAL:		484,385.00

4800-BREWSTER CREEK TIF MUN ACC EXP

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	TRADESHOW REGISTRATION	650.00
INVOICES TOTAL:		650.00

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	31.50
INVOICES TOTAL:		31.50

5000-WATER OPERATING EXPENSES

520025-ELGIN WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CITY OF ELGIN	ELGIN WATER BILL	459,317.73
INVOICES TOTAL:		459,317.73

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AQUA BACKFLOW INC	CROSS CONNECTION CONTROL PROGRAM	736.30
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-4	10,658.58
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-7	2,293.33

** Indicates pre-issue check.

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INVOICES TOTAL: 13,688.21

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	171.48
INVOICES TOTAL:		171.48

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SOMONAUK WATER LAB INC	ANALYTICAL TESTING	19.00
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	710.00
INVOICES TOTAL:		729.00

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	LEGAL NOTICE	172.50
INVOICES TOTAL:		172.50

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	55.37
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	533.68
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	4,291.15
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	427.67
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	1,451.24
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	8,812.84
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	269.62
1 NICOR GAS	GAS BILL	132.88
1 NICOR GAS	GAS BILL	34.55
1 NICOR GAS	GAS BILL	34.02
INVOICES TOTAL:		16,043.02

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	625.00
INVOICES TOTAL:		625.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS/SUPPLIES/TOOLS	531.22
INVOICES TOTAL:		531.22

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A-1 TROPHIES & AWARDS INC	NAMEPLATES	22.88
1 WAREHOUSE DIRECT	TONER CARTRIDGES/SUPPLIES	19.30

** Indicates pre-issue check.

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INVOICES TOTAL: 42.18

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS/SUPPLIES/TOOLS	7.72
		<u>INVOICES TOTAL: 7.72</u>

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 HOME DEPOT CREDIT SERVICES	MATERIALS/SUPPLIES/TOOLS	8.97
		<u>INVOICES TOTAL: 8.97</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
3 HOME DEPOT CREDIT SERVICES	MATERIALS/SUPPLIES/TOOLS	139.51
1 UNIFIRST CORP	MATS	12.38
1 UNIFIRST CORP	MATS	12.38
		<u>INVOICES TOTAL: 164.27</u>

5090-WATER CAPITAL PROJECTS EXP

581029-WATERMAIN REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GERARDI SEWER & WATER	WATER MAIN REPLACEMENT PROJECT	185,630.00
		<u>INVOICES TOTAL: 185,630.00</u>

5100-SEWER OPERATING EXPENSES

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	171.48
		<u>INVOICES TOTAL: 171.48</u>

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	313.50
		<u>INVOICES TOTAL: 313.50</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	53.52
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	80.36
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	53.03
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	107.44
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	86.75
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	78.55
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	111.08

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1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	75.12
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	80.47
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	239.21
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	151.65
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	232.69
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	189.74
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	248.95
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	27,862.18
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	86.93
1	NICOR GAS	GAS BILL	26.53
1	NICOR GAS	GAS BILL	25.49
1	NICOR GAS	GAS BILL	106.96
1	NICOR GAS	GAS BILL	30.25
1	NICOR GAS	GAS BILL	91.27
1	NICOR GAS	GAS BILL	86.05
1	NICOR GAS	GAS BILL	89.73
1	NICOR GAS	GAS BILL	45.13
1	NICOR GAS	GAS BILL	27.06
1	NICOR GAS	GAS BILL	91.18
1	NICOR GAS	GAS BILL	28.53
1	NICOR GAS	GAS BILL	29.69
1	NICOR GAS	GAS BILL	26.03
1	NICOR GAS	GAS BILL	29.67
INVOICES TOTAL:			30,471.24

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	1,450.41
INVOICES TOTAL:		1,450.41

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS/SUPPLIES/TOOLS	181.64
INVOICES TOTAL:		181.64

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	546.39
INVOICES TOTAL:		546.39

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	2,406.31
1 HAWKINS INC	CHEMICAL SUPPLIES	2,490.34
1 HYDROTEX	CHEMICAL SUPPLIES	598.94
1 STATE INDUSTRIAL PRODUCTS	CHEMICAL SUPPLIES	1,215.00
INVOICES TOTAL:		6,710.59

** Indicates pre-issue check.

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532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A-1 TROPHIES & AWARDS INC	NAMEPLATES	22.87
1 WAREHOUSE DIRECT	TONER CARTRIDGES/SUPPLIES	650.92
1 WAREHOUSE DIRECT	TONER CARTRIDGES	742.66
1 WAREHOUSE DIRECT	CREDIT - RETURNED ITEMS	-557.04
INVOICES TOTAL:		859.41

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACCURATE TANK TECHNOLOGIES	EQUIPMENT TESTING	635.00
1 CORE & MAIN LP	EQUIPMENT MAINTENANCE SUPPLIES	1,395.39
1 CORE & MAIN LP	EQUIPMENT MAINTENANCE SUPPLIES	90.00
1 FULLIFE SAFETY CENTER	EQUIPMENT MAINTENANCE SUPPLIES	6,822.45
1 HOME DEPOT CREDIT SERVICES	MATERIALS/SUPPLIES/TOOLS	20.68
1 METROPOLITAN INDUSTRIES INC	LIFT STATION EQUIPMENT	463.16
1 RMS UTILITY SERVICES	VALVE REPLACEMENT	1,900.00
INVOICES TOTAL:		11,326.68

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	150.00
INVOICES TOTAL:		150.00

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	MATS	12.39
1 UNIFIRST CORP	MATS	12.39
INVOICES TOTAL:		24.78

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHN PULLIA	CONFERENCE EXPENSES	138.58
INVOICES TOTAL:		138.58

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IL ASSOC OF WASTEWATER AGENCIES	ANNUAL MEMBERSHIP DUES	1,459.00
INVOICES TOTAL:		1,459.00

510000-SEWER FUND

200504-FRWRD PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE COUNTY SEWER TREATMENT	656.95

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: **656.95**

5190-SEWER CAPITAL PROJECTS EXP

582028-DEVON EXCESS FLOW PLANT REHB

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW PERMIT VIOLATION	786.25
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY EVALUATION	51,206.19
<u>INVOICES TOTAL:</u>		51,992.44

520-PARKING FUND REVENUES

450200-PARKING METER REVENUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELYSE DEQUINA	PARKING TICKET REFUND	30.00
1 RYAN MILLER	PARKING TICKET REFUND	15.00
<u>INVOICES TOTAL:</u>		45.00

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	375.00
1 UNIFIRST CORP	MATS	14.10
1 UNIFIRST CORP	MATS	14.10
<u>INVOICES TOTAL:</u>		403.20

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	111.17
1 NICOR GAS	GAS BILL	25.54
1 NICOR GAS	GAS BILL	27.66
<u>INVOICES TOTAL:</u>		164.37

529000-OTHER CONTRACTUAL SERVICES

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

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOMATED PARKING TECHNOLOGIES LLC	PAY STATION REPAIRS	251.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS/SUPPLIES/TOOLS	93.87
<u>INVOICES TOTAL:</u>		344.87

** Indicates pre-issue check.

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570200-BLDG & GROUNDS IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	2,960.00
1 CINTAS CORPORATION	CLEANING SERVICES	69.52
1 CINTAS CORPORATION	CLEANING SERVICES	78.78
INVOICES TOTAL:		3,108.30

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - SEPT 2017	570.00
1 DIGITAL GOLF TECHNOLOGIES	DAILY PLAY/TOURNAMENT FEES	1,779.00
1 DIGITAL GOLF TECHNOLOGIES	DAILY PLAY FEES	1,806.00
1 ERNEST WINDOWS INC	WINDOW CLEANING SERVICES	130.00
1 MARCO TECHNOLOGIES LLC	COPIER MAINTENANCE SERVICE	218.50
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	550.00
INVOICES TOTAL:		5,053.50

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAD-PRO CONSTRUCTION LLC	DRYWALL REPAIRS/PAINT TOUCH-UPS	730.00
INVOICES TOTAL:		730.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	323.57
INVOICES TOTAL:		323.57

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HORNUNG'S PRO GOLF SALES INC	PROXIMITY MARKERS	178.31
1 SUPPLYWORKS	PAPER TOWELS/BATH TISSUE	227.50
1 TROPHIES BY GEORGE	GOLF AWARDS	512.00
INVOICES TOTAL:		917.81

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	590.06
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	753.66
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	751.65
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	589.78
INVOICES TOTAL:		2,685.15

534332-PURCHASES - GOLF BALLS

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

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1 ACUSHNET COMPANY	GOLF BALLS	120.00
1 BRIDGESTONE GOLF INC	GOLF BALLS	1,086.75
1 SRIXON / CLEVELAND GOLF / XXIO	CREDIT - STOCK TRANSFER	-346.66
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF BALLS	752.40
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF BALLS	165.90
INVOICES TOTAL:		1,778.39

534333-PURCHASES - GOLF CLUBS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIZUNO USA INC - NDC	GOLF CLUBS	1,231.00
1 MIZUNO USA INC - NDC	GOLF CLUBS	1,094.81
1 MIZUNO USA INC - NDC	GOLF CLUBS	98.64
1 TOUR EDGE GOLF MFG INC	GOLF CLUB	66.50
1 TOUR EDGE GOLF MFG INC	GOLF CLUBS	110.00
1 TOUR EDGE GOLF MFG INC	GOLF CLUBS	60.00
INVOICES TOTAL:		2,660.95

534335-PURCHASES - MISC GOLF MDSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOFIT LLC	GOLF SHIRTS	117.00
INVOICES TOTAL:		117.00

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEST SIDE ELECTRIC SUPPLY INC	LIGHT BULBS	223.50
INVOICES TOTAL:		223.50

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NATIONAL GOLF FOUNDATION	MEMBERSHIP DUES	250.00
INVOICES TOTAL:		250.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LINKS MANAGEMENT	GOLF CAR RENTAL	550.00
INVOICES TOTAL:		550.00

5510-GOLF MAINTENANCE EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	UNIFORM RENTAL	39.95
1 CINTAS CORPORATION	UNIFORM RENTAL	39.95
1 CINTAS CORPORATION	UNIFORM RENTAL	39.95
1 CINTAS CORPORATION	UNIFORM RENTAL	39.95
1 CINTAS CORPORATION	UNIFORM RENTAL	39.95
INVOICES TOTAL:		199.75

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524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	29.75
1 NICOR GAS	GAS BILL	107.86
INVOICES TOTAL:		137.61

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ILLINOIS SECRETARY OF STATE	LICENSE PLATE TRANSFER FEE	25.00
INVOICES TOTAL:		25.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	102.20
1 PENDELTON TURF SUPPLY INC	PLANT GROWTH REGULATOR	617.50
INVOICES TOTAL:		719.70

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	590.05
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	753.66
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	883.49
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	408.87
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	751.64
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	589.78
INVOICES TOTAL:		3,977.49

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BURRIS EQUIPMENT CO	EQUIPMENT MAINTENANCE SUPPLIES	71.63
1 BURRIS EQUIPMENT CO	EQUIPMENT MAINTENANCE SUPPLIES	314.66
1 BURRIS EQUIPMENT CO	EQUIPMENT MAINTENANCE SUPPLIES	717.81
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	4.45
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	236.78
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	13.93
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	14.88
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	146.76
1 J W TURF INC	HYDRAULIC HOSES/SUPPLIES	772.57
1 NORTHERN TOOL & EQUIPMENT	MISC. CHARGES	30.26
1 NORTHERN TOOL & EQUIPMENT	EQUIPMENT MAINTENANCE SUPPLIES	39.99
1 O'REILLY AUTOMOTIVE INC	EQUIPMENT MAINTENANCE SUPPLIES	332.69
1 REINDERS INC	EQUIPMENT MAINTENANCE SUPPLIES	26.26
1 RUSSO'S POWER EQUIPMENT INC	EQUIPMENT MAINTENANCE SUPPLIES	179.40
INVOICES TOTAL:		2,902.07

534500-GROUNDS MAINTENANCE MATERIALS

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

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1 HOME DEPOT CREDIT SERVICES	MATERIALS/SUPPLIES/TOOLS	231.95
1 THOR GUARD INC	SOLAR PANEL	391.90
1 VALLEY HYDRAULIC SERVICE INC	MAINTENANCE SUPPLIES	480.00
INVOICES TOTAL:		1,103.85

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	FIRST AID SUPPLIES	34.59
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	50.00
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - SEPT 2017	75.00
1 ERNEST WINDOWS INC	WINDOW CLEANING SERVICES	130.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	187.29
1 MARCO TECHNOLOGIES LLC	COPIER MAINTENANCE SERVICE	218.50
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	75.00
INVOICES TOTAL:		770.38

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	31.52
1 NICOR GAS	GAS BILL	53.93
INVOICES TOTAL:		85.45

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	39.30
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	100.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	41.46
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	84.89
1 SUPPLYWORKS	CREDIT - INCORRECT ORDER	-29.85
INVOICES TOTAL:		235.80

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	186.91
1 ELGIN BEVERAGE CO	BEER PURCHASE	50.77
1 EUCLID BEVERAGE LLC	BEER PURCHASE	106.57
1 EUCLID BEVERAGE LLC	BEER PURCHASE	418.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	280.44
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	292.50
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	247.04
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	268.40
1 LAKESHORE BEVERAGE	BEER PURCHASE	40.22
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	67.01
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	121.54

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1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	481.78
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	200.19
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	125.00
INVOICES TOTAL:		2,886.37

5570-GOLF BANQUET EXPENSES

511200-TEMPORARY SALARIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL'S EVENT STAFFING INC	TEMPORARY STAFFING	755.00
INVOICES TOTAL:		755.00

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	FIRST AID SUPPLIES	34.59
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	58.00
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - SEPT 2017	75.00
1 ERNEST WINDOWS INC	WINDOW CLEANING SERVICES	130.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	187.29
1 M & M EVENT RENTALS	CHAIR TIE RENTAL	100.00
1 MARCO TECHNOLOGIES LLC	COPIER MAINTENANCE SERVICE	218.50
1 MICKEY'S LINEN & TOWEL SUPPLY	LINEN SERVICES	27.00
1 MICKEY'S LINEN & TOWEL SUPPLY	LINEN SERVICES	489.27
1 MICKEY'S LINEN & TOWEL SUPPLY	LINEN SERVICES	16.00
1 MICKEY'S LINEN & TOWEL SUPPLY	LINEN SERVICES	917.64
1 MICKEY'S LINEN & TOWEL SUPPLY	LINEN SERVICES	19.50
1 MICKEY'S LINEN & TOWEL SUPPLY	LINEN SERVICES	16.00
1 MICKEY'S LINEN & TOWEL SUPPLY	LINEN SERVICES	148.93
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	75.00
INVOICES TOTAL:		2,512.72

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PAUL PETERSEN	WEDDING.COM 3-MONTH TRIAL	89.97
INVOICES TOTAL:		89.97

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	53.93
INVOICES TOTAL:		53.93

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	39.30
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	221.48
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	41.46
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	84.89

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/17/2017**

1	MLA WHOLESALE INC	FLOWERS	128.80	
**	1	SAM'S CLUB	FOOD PURCHASES/SUPPLIES	22.16
	1	SUPPLYWORKS	CREDIT - HANDLING CHARGE	-21.00
	1	SUPPLYWORKS	CREDIT - INCORRECT ORDER	-29.85
			<u>INVOICES TOTAL:</u>	<u>487.24</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	8.50
1	THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	341.75
1	THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	203.50
1	THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	252.50
1	BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,059.14
1	ELGIN BEVERAGE CO	BEER PURCHASE	32.22
1	EUCLID BEVERAGE LLC	BEER PURCHASE	505.90
1	FORTUNE FISH & GOURMET	FOOD PURCHASE	1,714.56
1	GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	841.34
1	GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	909.98
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	675.00
1	GRECO AND SONS INC	FOOD PURCHASE	74.89
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	1,073.89
1	LAKESHORE BEVERAGE	BEER PURCHASE	40.23
1	LAKESHORE BEVERAGE	BEER PURCHASE	59.25
1	PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	67.00
1	PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	121.55
1	SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	795.15
1	TURANO BAKING CO	FOOD PURCHASE	98.40
1	TURANO BAKING CO	FOOD PURCHASE	0.80
1	TURANO BAKING CO	FOOD PURCHASE	133.07
1	TURANO BAKING CO	FOOD PURCHASE	128.40
		<u>INVOICES TOTAL:</u>	<u>9,137.02</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	SHI	RECEIPT PRINTER	228.99
		<u>INVOICES TOTAL:</u>	<u>228.99</u>

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	41.46
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	84.89
		<u>INVOICES TOTAL:</u>	<u>126.35</u>

534320-PURCHASES - FOOD & BEVERAGE

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/17/2017**

1	ELGIN BEVERAGE CO	BEER PURCHASE	87.23
1	ELGIN BEVERAGE CO	BEER PURCHASE	15.87
1	EUCLID BEVERAGE LLC	BEER PURCHASE	324.65
1	EUCLID BEVERAGE LLC	BEER PURCHASE	395.35
1	GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	342.00
1	GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	316.19
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	141.46
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	119.00
1	LAKESHORE BEVERAGE	BEER PURCHASE	88.75
1	LAKESHORE BEVERAGE	BEER PURCHASE	90.10
1	PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	150.43
1	PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	75.24
**	1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	224.76
1	SCHAMBERGER BROTHERS INC	BEER PURCHASE	96.24
INVOICES TOTAL:			2,467.27

6000-CENTRAL SERVICES EXPENSES

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SOLARWINDS	DAMEWARE ANNUAL MAINT RENEWAL	132.00
1 TYLER TECHNOLOGIES INC	DISASTER RECOVERY CONTRACT	12,259.52
INVOICES TOTAL:		12,391.52

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	140.00
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	1,044.00
1 MIDWEST MECHANICAL	A/C UNIT REPAIRS	794.39
1 NELSON CARLSON MECHANICAL	BACKFLOW DEVICE TEST/INSPECTION	1,035.00
1 TRUGREEN	FERTILIZER APPLICATION	129.00
1 UNIFIRST CORP	MATS	46.30
1 UNIFIRST CORP	MATS	46.30
INVOICES TOTAL:		3,234.99

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	DSL LINE FOR VILLAGE HALL	65.37
1 VERIZON WIRELESS	WIRELESS SERVICES	323.79
1 VERIZON WIRELESS	WIRELESS SERVICES	76.02
INVOICES TOTAL:		465.18

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	77.29
1 NICOR GAS	GAS BILL	87.89
1 NICOR GAS	GAS BILL	138.95

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/17/2017**

INVOICES TOTAL: **304.13**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	70.50
** 1 CARDMEMBER SERVICE	ANNIVERSARY REFRESHMENTS	62.03
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	270.89
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	167.23
1 WAREHOUSE DIRECT	PAPER TOWELS/BATH TISSUE	162.10
1 WAREHOUSE DIRECT	PAPER/TRASH BAGS	299.28
<u>INVOICES TOTAL:</u>		1,032.03

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CREDIT - RETURN	-1,010.00
<u>INVOICES TOTAL:</u>		-1,010.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	IPAD COVERS/SUPPLIES	112.86
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	15.25
1 SHI	ADOBE ACROBAT PRO 2017	324.00
<u>INVOICES TOTAL:</u>		452.11

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLACK BOX NETWORK SERVICES	PHONE SYSTEM	14,725.04
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	268.82
<u>INVOICES TOTAL:</u>		14,993.86

6100-VEHICLE REPLACEMENT EXPENSES

570550-GOLF VEHICLE REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 J W TURF INC	WALKING MOWER	8,451.92
<u>INVOICES TOTAL:</u>		8,451.92

GRAND TOTAL: **1,881,257.89**

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 10/17/2017

GENERAL FUND	524,003.74
MUNICIPAL BUILDING FUND	484,385.00
BREWSTER CREEK TIF MUN ACCT	681.50
WATER FUND	677,131.30
SEWER FUND	106,453.09
PARKING FUND	4,095.69
GOLF FUND	44,191.83
CENTRAL SERVICES FUND	31,863.82
VEHICLE REPLACEMENT FUND	8,451.92
GRAND TOTAL	1,881,257.89

** Indicates pre-issue check.

CASH & INVESTMENT REPORT
August 31, 2017

Fund	7/31/2017			Disbursements		8/31/2017				
	Receipts	Disbursements	8/31/2017	Receipts	Disbursements	8/31/2017	Detail of Ending Balance			
							Cash	Investments	Net Assets/Liab.	8/31/2017
General	14,258,224	1,512,857	14,703,816	1,958,449	1,512,857	14,703,816	5,594,355	8,170,468	938,993	14,703,816
MFT	3,493,962	982	3,589,870	96,890	982	3,589,870	1,767,583	1,842,197	(19,909)	3,589,870
Debt Service	1,163,586	250	1,501,661	338,325	250	1,501,661	570,997	926,867	3,797	1,501,661
Capital Projects	39,148	0	39,148	0	0	39,148	0	0	39,148	39,148
Municipal Building	16,857,007	598,588	16,275,133	16,714	598,588	16,275,133	(112,896)	(183,258)	16,571,287	16,275,133
Developer Deposits	3,743,261	157,013	3,604,856	18,608	157,013	3,604,856	2,026	3,538,066	64,764	3,604,856
Town Center TIF	353	0	353	0	0	353	103,726	168,373	(271,746)	353
59 & Lake TIF	0	0	0	0	0	0	0	0	0	0
BC Municipal TIF	552,796	38,892	518,965	5,061	38,892	518,965	203,951	331,062	(16,047)	518,965
Bluff City Tif Municipal	15,019	0	15,024	6	0	15,024	0	0	15,024	15,024
Water	10,027,805	1,387,446	9,362,069	721,710	1,387,446	9,362,069	814,692	1,322,281	7,225,096	9,362,069
Sewer	20,436,474	308,662	20,471,325	343,513	308,662	20,471,325	188,438	305,718	19,977,169	20,471,325
Parking	115,667	14,878	116,557	15,769	14,878	116,557	30,209	49,037	37,311	116,557
Golf	1,212,146	218,048	1,316,237	322,138	218,048	1,316,237	0	0	1,316,237	1,316,237
Central Services	526,019	69,194	542,058	85,233	69,194	542,058	179,872	291,975	70,211	542,058
Vehicle Replacement	3,486,492	57,452	3,543,944	57,452	0	3,543,944	675,882	1,097,121	1,770,940	3,543,944
TOTALS	75,927,958	4,306,811	75,601,015	3,979,869	4,306,811	75,601,015	10,018,834	17,859,905	47,722,275	75,601,014

BC Project TIF	7,591,753	39,513	6,622,262	39,513	1,009,004	6,622,262	6,620,429	0	1,834	6,622,262
Bluff City Project TIF	86,414	32	86,446	32	0	86,446	86,446	0	0	86,446
Bluff City SSA Debt Srv.	780,418	498,064	1,278,482	498,064	0	1,278,482	1,278,482	0	0	1,278,482
Police Pension	38,783,690	396,855	39,049,462	396,855	131,084	39,049,462	1,095,687	37,819,179	134,596	39,049,462



Todd Dowden
Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
 FISCAL YEAR 2017/18 as of August 31, 2017

Fund	Revenues			Expenditures			
	Actual	Current Year Budget	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	9,034,209	21,852,980	41.34%	6,945,113	22,565,996	30.78%	31.48%
MFT	357,082	1,105,000	32.32%	984,014	2,728,200	36.07%	48.77%
Debt Service	1,575,292	3,229,588	48.78%	819,656	3,169,000	25.86%	22.56%
Capital Projects	0	50	0.00%	0	0	0.00%	0.00%
Municipal Building	61,409	353,400	17.38%	771,106	9,587,500	8.04%	0.00%
Developer Deposits	29,193	135,850	21.49%	155,002	624,949	24.80%	152.20%
Town Center TIF	353	0	100.00%	0	0	0.00%	0.00%
Bluff City SSA	542,299	1,041,779	52.06%	43,686	1,110,000	3.94%	3.07%
59 & Lake TIF	0	73,000	0.00%	0	73,000	0.00%	0.00%
Bluff City Municipal TIF	5,525	4,525	122.09%	0	0	0.00%	0.00%
Bluff City Project TIF	86,345	1,535,100	0.36%	0	1,535,000	0.00%	0.00%
Brewster Creek Municipal TIF	352,767	621,500	56.76%	160,264	718,789	22.30%	25.13%
Brewster Creek Project TIF	2,473,011	6,420,000	38.52%	1,271,085	6,836,960	18.59%	10.70%
Water	2,745,794	27,324,500	10.05%	2,734,752	27,017,275	10.12%	26.02%
Sewer	1,396,523	9,417,800	14.83%	1,140,048	9,157,694	12.45%	16.05%
Parking	67,456	230,150	29.31%	54,098	245,320	22.05%	25.43%
Golf	1,234,316	2,195,450	56.22%	797,685	2,148,755	37.12%	32.23%
Central Services	341,241	1,022,563	33.37%	562,148	1,582,149	35.53%	36.13%
Vehicle Replacement	264,473	647,770	40.83%	62,993	983,500	6.40%	26.10%
Police Pension	1,968,190	2,190,136	89.87%	580,348	2,190,136	26.50%	23.15%
Subtotal	22,535,477	79,401,141	28.38%	17,081,999	92,274,223	18.51%	25.25%
Less Interfund Transfers	(1,316,013)	(3,762,419)	34.98%	(1,316,013)	(3,762,419)	34.98%	44.68%
Total	21,219,464	75,638,722	28.05%	15,765,986	88,511,804	17.81%	24.14%

VILLAGE OF BARTLETT TREASURER'S REPORT
 MAJOR REVENUE BUDGET COMPARISONS
 FISCAL YEAR 2017/18 as of August 31, 2017

Fund	Current Year		Prior YTD %
	Actual	Budget	
Property Taxes	5,543,788	10,845,938	51.11%
Sales Taxes (General Fund)	766,854	2,400,000	31.95%
Income Taxes	1,843,959	4,165,000	44.27%
Telecommunications Tax	297,087	930,000	31.94%
Real Estate Transfer Tax	360,134	610,000	59.04%
Building Permits	278,014	640,000	43.44%
MFT	349,599	1,095,000	31.93%
Water Charges	2,619,065	7,800,000	33.58%
Sewer Charges	1,290,223	3,820,000	33.78%
Interest Income	91,606	145,800	62.83%
Gas Utility Tax	93,136	500,000	18.63%
Electric Utility Tax	48,068	160,000	30.04%

VILLAGE OF BARTLETT TREASURER'S REPORT
 GOLF FUND DETAIL (Excluding Capital Projects)
 FISCAL YEAR 2017/18 as of August 31, 2017

Fund	Current Year		Percent
	Actual	Budget	
Golf Program			
Revenues	754,817	1,273,450	59.27%
Expenses	410,923	1,181,300	34.79%
Net Income	343,894	92,150	373.19%
F&B - Restaurant			
Revenues	85,704	143,000	59.93%
Expenses	123,629	303,583	40.72%
Net Income	(37,924)	(160,583)	23.62%
F&B - Banquet			
Revenues	306,216	655,000	46.75%
Expenses	229,672	599,472	38.31%
Net Income	76,545	55,528	137.85%
F&B - Midway			
Revenues	87,578	124,000	70.63%
Expenses	33,461	64,400	51.96%
Net Income	54,117	59,600	90.80%
Golf Fund Total			
Revenues	1,234,316	2,195,450	56.22%
Expenses	797,685	2,148,755	37.12%
Net Income	436,631	46,695	935.07%

MOTOR FUEL TAX

Month	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18
May	89,807	85,450	89,115	104,788	106,665	89,988	93,139	91,478
June	86,890	83,830	75,066	71,924	80,212	58,408	58,737	72,645
July	82,123	78,002	87,721	84,361	89,915	103,948	94,278	95,252
August	89,014	90,041	87,924	99,063	61,056	100,154	89,533	
September	86,580	88,420	76,347	70,076	83,006	67,441	79,032	
October	99,672	79,216	83,510	90,026	89,337	87,626	91,489	
November	73,018	88,011	89,027	77,655	90,552	101,486	93,216	
December	93,136	92,981	85,014	103,117	103,771	93,002	97,757	
January	89,163	115,721	82,788	90,866	97,525	89,828	92,928	
February	96,459	83,346	70,348	83,687	74,031	90,531	88,602	
March	77,675	84,943	83,251	65,802	37,978	77,861	75,544	
April	89,807	82,622	70,866	75,969	95,841	93,782	90,224	
Subtotal	1,053,344	1,052,583	980,978	1,017,334	1,009,889	1,054,055	1,044,479	
Plus:								
High Growth	46,918	29,046	29,031	37,678	37,682	37,743	37,801	
Jobs Now	179,796	179,796	179,796	179,796	359,592			
Total	1,280,058	1,261,425	1,189,805	1,234,808	1,407,163	1,091,798	1,082,280	
Budget	1,015,000	1,250,000	1,250,000	1,175,000	1,188,990	1,025,000	1,067,287	1,095,000
Annual Inc in \$ w/o High Growth	1.50%	-0.07%	-6.80%	3.71%	-0.73%	4.37%	-3.79%	1.03%



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets
217-782-1662

Municipality Report

August 1, 2017

Bartlett

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR JULY, 2017

Beginning Unobligated Balance		\$3,882,797.84
Motor Fuel Tax Allotment	\$95,252.30	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		\$95,252.30
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$1,544,914.10
Current Unobligated Balance		\$2,433,136.04

PROCESSED TRANSACTIONS:

AUTHORIZATIONS:

Date	Section	Category	Memo	Amount
7/11/2017	17-00000-00-GM	Maintenance		\$1,534,914.10
7/11/2017	17-00000-00-GM	Maint. Engineer		\$10,000.00
			TOTAL	\$1,544,914.10

Sales Taxes

Month	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
May	146,546	126,506	175,701	173,657	178,983	170,734	186,214	201,320
June	137,130	164,604	195,692	193,303	201,968	200,031	224,385	219,629
July	176,678	165,519	190,898	186,097	188,547	194,738	211,186	
August	180,229	177,919	180,797	184,425	190,872	206,213	209,930	
September	177,173	187,893	182,163	189,650	183,399	198,880	206,205	
October	168,710	177,758	165,188	170,530	188,055	212,286	212,435	
November	162,303	161,152	181,865	174,037	179,846	204,437	207,123	
December	171,232	164,341	165,852	153,005	163,529	178,413	201,075	
January	166,523	167,926	168,154	210,506	187,865	194,219	190,934	
February	171,856	157,086	147,189	151,678	141,054	149,630	167,837	
March	168,981	177,777	147,039	128,886	141,609	161,850	159,411	
April	132,397	152,124	162,595	153,553	170,308	178,006	186,494	
Total	1,959,758	1,980,605	2,063,133	2,069,327	2,116,036	2,249,438	2,363,230	
% increase	-7.33%	0.86%	4.17%	0.30%	2.26%	4.52%	4.77%	-2.12%
Budget	1,950,000	1,950,000	1,975,000	2,010,000	2,075,000	2,115,000	2,205,000	2,400,000

Warrant/EFT#: EF 0011093

Fiscal Year: 2018 Issue Date: 08/07/17
 Warrant Total: \$219,628.75 Warrant Status:

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1143127	8A1143127	\$219,628.75

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$219,628.75	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 08/04/2017
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: MAY. 2017 COLL MO: JUN. 2017 VCHR MO: AUG. 2017
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

A PROCLAMATION RECOGNIZING BAPS SHRI SWAMINARAYAN, BARTLETT HIGH SCHOOL MARCHING BAND AND BARTLETT HIGH SCHOOL AND SOUTH ELGIN HIGH SCHOOL STUDENTS FOR THEIR SUPPORT DURING THE 2ND ANNUAL KICKSTAND CLASSIC BICYCLE RACE

WHEREAS, the Village of Bartlett and the Active Transportation Alliance held the 2nd Annual Kickstand Classic Bicycle Race and the celebratory post-ride festival in downtown Bartlett on Sunday, October 1, 2017; and

WHEREAS, 606 riders participated in this unique 10, 14.5 and 19-mile car-free looped course bicycling event designed to be enjoyed by riders of all skill levels; and

WHEREAS, BAPS Shri Swaminarayan supported the Kickstand Classic Bicycle Race by providing more than 50 volunteers at the different intersections along the looped course to keep the participants safe and to help guide residents in and out of their neighborhoods; and

WHEREAS, the Bartlett High School Marching Band made the Kickstand Classic even more memorable by playing music from its Bruno Mars halftime show and other fun-filled music selections to entertain participants at the start of the race and crossing the finish line; and

WHEREAS, approximately 60 student volunteers from Bartlett High School's Swim Team and Cross Country Teams and South Elgin High School's Advancement Via Individual Determination (AVID) program pitched in at the Kickstand Classic by handing out medals, setting up and breaking down the event and staffing the bicycle corral and festival area;

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, do hereby offer our deep admiration to BAPS Shri Swaminarayan, the Bartlett High School Marching Band and the many Bartlett and South Elgin High School students for their outstanding display of community spirit and we also extend our many thanks for their help and support in making this year's Kickstand Classic Bicycle Race the extra special event that it was.

Dated this 17th day of October 2017



Kevin Wallace, Village President

COMMUNITY DEVELOPMENT MEMORANDUM

17-211

DATE: October 6, 2017
TO: Paula Schumacher, Village Administrator
FROM: Jim Planczynski, Community Development Director
RE: **(#17-16) Home Depot Resubdivision of Lot 1**

PETITIONER

Andrea Ragona on behalf of Cypress Property Group, LLC

SUBJECT SITE

Lot 1 of the Home Depot Subdivision- Southwest corner of Route 59 and Stearns Road (West side of Route 59, south of the Mobil gas station)

REQUESTS

Preliminary/Final Resubdivision of Lot 1 of the Home Depot Subdivision
Second Site Plan Amendment for Lot 1 of the Home Depot Subdivision
Site Plan for Lot 2 of the Home Depot Resubdivision
Special Use Permits (Lot 2):

- a) To allow a drive-thru establishment; and
- b) To allow outdoor seating

Variations:

- a) To reduce the required parking spaces for Lot 1 of the Home Depot Resubdivision from 450 to 395 spaces,
- b) A 14'-6" reduction in the required 30 foot side yard building setback along the southern property line,
- c) A 30 foot reduction from the required 30 foot side yard parking setback along the southeastern property line, and
- d) A 9'-4" reduction in the required 40 foot rear yard building setback along the western property line.

SURROUNDING LAND USES

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
Subject Site	Vacant	Commercial	B-4
North	Commercial	Commercial	B-4
South	Commercial	Commercial	B-4
East	Commercial	Commercial	B-3
West	Commercial	Commercial	B-4

ZONING HISTORY

The subject property was annexed to the Village in 1963 and was zoned C- (Commercial District). The Home Depot Subdivision was approved on August 15, 2000 by Ordinance #2000-85 (*An Ordinance Approving a Preliminary/Final Plat of Subdivision, Special Uses for Outdoor Storage, Outdoor Sales, Truck Rental, and Building Height (45')*, *Variances for a Reduction in the Number of Parking Spaces, Parking in the Front, Corner Side and Side Yards, a Variance to Reduce Interior Parkway Landscaping and Perimeter Landscaping, a Reduction in the Size of Parking Spaces and Fence Height and Site Plan Approval for the Home Depot Shopping Center*). The following building and parking setback variations were granted that pertain to the current petition:

- Front Yard Parking Setback: from 60' to 10' (along Route 59)
- Side Yard Parking Setback: from 30' to 5' (north property line)
- A parking variance was granted for Home Depot to reduce the number of required parking spaces from 551 to 450 based upon 110,082 customer floor area.

In 2001, Ordinance #2001-03 amended the Site Plan for Lot 1 of the Home Depot Subdivision eliminating a right-in right-out on Route 59, which was never constructed, and added an additional 68 parking spaces increasing the total number of parking spaces from 450 to 518. Also in 2001, Lot 2 of the Home Depot Subdivision was re-subdivided for the KFC/Taco Bell and First American Bank lots.

In 2003, Lot 5 was approved for the Fifth Third Bank by Ordinance #2003-152.

In 2004, Lot 3 was approved for Mr. Carwash by Ordinance #2004-54.

In 2008, Lot 4 was approved for Sonic by Ordinance #2008-86.

In 2010, seasonal/temporary outdoor storage and sales was approved for Lot 1 of the Home Depot Subdivision by Ordinance #2010-29 to temporarily use approximately 92 parking spaces.

In 2011, a Chase Bank was approved by Ordinance #2011-69, *An Ordinance Approving a Preliminary/Final Plat of Resubdivision for the Home Depot Subdivision Lot 1; Granting a Special Use Permit for a Drive Through; Variations to Reduce the Stacking Required for the Drive Through, to Allow a Canopy to Encroach on the Side Yard and Reduction In the Required Parking For Home Depot; and Site Plan Approval for a Bank.* **However, the Preliminary/Final Plat of Resubdivision for Lot 1 of the Home Depot Subdivision was never recorded and Chase Bank was never built.**

CURRENT DISCUSSION

1. The petitioner is requesting a **Preliminary/Final Resubdivision of Lot 1 of the Home Depot Subdivision** to create an outlot for a commercial retail building and a **Second Site Plan Amendment for Lot 1 of the Home Depot Subdivision** to create

a new Lot 2. Home Depot proposes to add 11 parking spaces west of the building and 7 parking spaces in the northwest corner of the parking lot totaling 18 additional parking spaces. Lot 1 of the Home Depot Subdivision was required to have 450 parking spaces per Ordinance #2000-85, when a variation was granted. An additional **Variation** is requested to reduce the required parking spaces for **Lot 1** of the Home Depot Resubdivision from 450 to 395 spaces.

Below is a summary of the parking spaces provided on the site and those required in strict accordance with the Zoning Ordinance.

Parking Summary

	Parking Required	Parking Provided
Original Application with variation request approved	551	450 spaces
First Site Plan Amendment for Lot 1		Added 68 spaces
		Total = 518 spaces
Current Parking on Lot 1 of the Home Depot Subdivision		514 spaces (actually built)
Proposed Second Site Plan Amendment for Lot 1		Adding 18 spaces
Proposed Lot 2 of the Home Depot Resubdivision		Eliminating 137 spaces
		Total = 395 spaces (Lot 1)
Seasonal/ Temporary Outdoor Storage		Eliminating 96 spaces
		Total = 299 spaces during the Summer (Lot 1)

2. The Petitioner is requesting a **Site Plan for Lot 2 of the Home Depot Resubdivision** for a 39,747 square foot (0.91 acre) lot to be located along Route 59 directly south of the Mobil Gas Station. A proposed 8,200 square foot commercial building is proposed and would be constructed for four future tenants.

3. The proposed 8,200 square foot commercial retail building would be oriented towards Rt. 59 with a drive-thru lane located on the west and south sides of the building. The commercial retail outlot is physically separated from the Home Depot parking lot by two curbed medians along the west and south property lines. The western median creates a stacking lane and a bypass lane for the

drive-thru located on the south side of the building, separating the drive-thru stacking from the Home Depot parking.

4. The proposed building will be constructed of white brick with beige and dark grey accents and would have a mean height of 25 feet.
5. Access to the site would be through two existing access points to the Home Depot's parking lot, which has an internal drive that connects to Stearns Rd. and Rt. 59, approved as part of the Original Home Depot Bartlett Subdivision. **An additional access point will be via a new cross access easement with the Mobil gas station to the north which was recorded in 2010 but has not yet been constructed.** (A portion of the existing fence on the Mobil property will be removed once the connection between the properties is made.) There will be no direct access to Rt. 59 from Lot 2.
6. **Three Variations** are being requested on **Lot 2**:
 - a) A 14'-6" reduction in the required 30 foot side yard building setback along the southern property line,
 - b) A 30 foot reduction from the required 30 foot side yard parking setback along the southeastern property line, and
 - c) A 9'-4" reduction in the required 40 foot rear yard building setback along the western property line.
7. The petitioner is requesting a **Special Use Permit to allow outdoor seating** with about 12 seats. The outdoor seating area will also have a bike rack and a 36" high fence to separate the outdoor seating from the parking lot and drive-thru.
8. The petitioner is also requesting a **Special Use Permit to allow a drive-thru establishment**. The drive through pick-up window will be located on the south side of the building. The menu/order board will be located on the west side of the building and provide stacking for five (5) vehicles.
9. The Site Plan for Lot 2 identifies a total of 55 parking spaces, including three (3) handicapped accessible spaces which exceeds the Zoning Ordinance requirement of 48 parking spaces.
10. The **Traffic Impact Analysis** estimates that the proposed outlet will still leave a **surplus of parking for Home Depot**. It also noted that there is a total of 10 stacking spaces provided from the pick-up window that will be located outside adjacent parking aisles. The report also notes that perhaps one or two additional stacked vehicles could be accommodated. The drive-thru area also has a desirable by-pass lane in advance of the menu/order board. **The Traffic Impact Analysis states that the proposed retail outlet use will not adversely impact existing off-site access level of service.**
11. The Engineering Plans are currently under Staff Review.

RECOMMENDATION

1. The Staff recommends **approval** of the petitioner's requests subject to the following conditions and Findings of Fact:
 - A. Staff approval of the Engineering Plans;
 - B. Building permits shall be required for all construction activities including the outdoor seating;
 - C. Signage shall be reviewed and approved separately by the Community Development Department in accordance with the Sign Ordinance;
 - D. 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;
 - E. Landscaping must be installed within one year of the issuance of a building permit;
 - F. Findings of Fact (Second Site Plan Amendment for Lot 1 and Site Plan for Lot 2):
 - i. That the proposed building is a permitted use in the B-4 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.
 - G. Findings of Fact: Special Use Permits (drive-thru establishment and outdoor seating)
 - i. The proposed drive-thru and outdoor seating are desirable to provide uses which are in the interest of public convenience and will contribute to the general welfare of the community;
 - ii. That the proposed drive thru and outdoor seating will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the

vicinity;

- iii. That the special uses shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.

2. The **Zoning Board of Appeals** reviewed the Petitioner's variation requests, conducted the public hearing and recommended **approval** at their September 7, 2017 meeting based upon the following Findings of Fact:
 - A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
 - B. That conditions upon which the petition for variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.
 - C. That the purpose of the variation is not based exclusively upon a desire to make money out of the property.
 - D. That the alleged difficulty or hardship is caused by the provision of this Title and has not been created by any person presently having an interest in the property.
 - E. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
 - F. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
 - G. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.
3. The **Plan Commission** reviewed the Petitioner's requests, conducted the public hearing and recommended **approval** at their September 14, 2017 meeting subject to the conditions and Findings of Fact outlined above by Staff.
4. The **Village Board Committee** reviewed the Petitioner's requests at their meeting on October 3, 2017. The Committee forwarded the application on to the Village Board for a final vote.
5. The Ordinance approving along with the Exhibits are attached for your review and consideration.

ORDINANCE 2017 - _____

AN ORDINANCE APPROVING OF A PRELIMINARY/FINAL PLAT OF RESUBDIVISION OF LOT 1 OF THE HOME DEPOT SUBDIVISION, APPROVING A SECOND SITE PLAN AMENDMENT FOR LOT 1 OF THE HOME DEPOT SUBDIVISION, APPROVING A SITE PLAN FOR LOT 2 OF THE HOME DEPOT RESUBDIVISION, GRANTING SPECIAL USE PERMITS AND GRANTING VARIATIONS FOR CYPRESS PROPERTY GROUP, LLC & HD DEVELOPMENT OF MARYLAND, INC.

WHEREAS, Andrea Ragona, on behalf of Cypress Property Group LLC (the "Petitioner") have filed a petition with respect to the property legally described on **Exhibit A-1**, attached hereto and expressly incorporated herein (the "Overall Subject Property"), for approval or the grant of: (1) Preliminary/Final Resubdivision of Lot 1 of the Home Depot Subdivision legally described as **Exhibit A-2**, (2) Second Site Plan Amendment for Lot 1 of the Home Depot Subdivision legally described as **Exhibit A-2**, (3) Site Plan for Lot 2 of the Home Depot Resubdivision legally described as **Exhibit A-3**, (4) special use permits on Lot 2 legally described as **Exhibit A-3** to allow: (a) a drive-thru establishment; and (b) to allow outdoor seating (collectively, the "Special Use Permits") and (5) variations to: (a) reduce the required parking spaces for Lot 1 of the Home Depot Resubdivision legally described as **Exhibit A-2** from 450 to 395 spaces, (b) a 14'-6" reduction in the required 30 foot side yard building setback along the southern property line, (c) a 30 foot reduction from the required 30 foot side yard parking setback along the southeastern property line, and (d) a 9'-4" reduction in the required 40 foot rear yard building setback along the western property line legally described as **Exhibit A-3** (collectively, the "Variations"), in the B-4, Community Shopping Zoning District (collectively, the "Petition"); and

WHEREAS, the owner of the Overall Subject Property, HD Development of Maryland, Inc., (the "Owner") has consented to the filing of the Petition with respect to Lot 1 in the Home Depot Subdivision legally described on **Exhibit A-2**, and with respect to Lot 2 of the Home Depot Resubdivision legally described on **Exhibit A-3**, (collectively, the "Subject Property"); and

WHEREAS, the Bartlett Plan Commission reviewed the Petition with respect to the Second Site Plan Amendment for Lot 1 of the Home Depot Subdivision and the Site Plan for Lot 2 of the Home Depot Resubdivision and conducted the required public hearing with respect to the Preliminary/Final Resubdivision of Lot 1 of the Home Depot Subdivision and the Special Use Permits, at its meeting on September 14, 2017 (Case #17-16), and has recommended to the Corporate Authorities that the Second Site Plan Amendment for Lot 1 of the Home Depot Subdivision, the Site Plan for Lot 2 of the Home Depot Resubdivision, the Preliminary/Final Resubdivision of Lot 1 of the Home Depot Subdivision be approved, and the Special Use Permits be granted, subject to the findings of fact and conditions set forth in its report; and

WHEREAS, the Bartlett Zoning Board of Appeals conducted the required public hearing with respect to the requested Variations at its meeting on September 7, 2017, (Case #17-16) and has recommended to the Corporate Authorities that the Variations be granted subject to the findings of fact and conditions set forth in its report; and

WHEREAS, the Corporate Authorities have determined that it is in the public interest to approve the Second Site Plan Amendment for Lot 1 of the Home Depot Subdivision, the Site Plan for Lot 2 of the Home Depot Resubdivision, the Preliminary/Final Resubdivision of Lot 1 of the Home Depot Subdivision, and to grant

Special Use Permits, as recommended by the Plan Commission based on the findings of fact and the conditions hereinafter set forth in this Ordinance; and

WHEREAS, the Corporate Authorities have determined that it is in the public interest to grant the Variations as recommended by the Zoning Board of Appeals, subject to the findings of fact and conditions hereinafter set forth in this Ordinance;

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

SECTION ONE: The Corporate Authorities do hereby make the following findings of fact with respect to both the Second Site Plan Amendment for Lot 1, and the Site Plan for Lot 2, based in part on the conditions set forth in Section Seven of this Ordinance:

- A. That the proposed building is a permitted use in the B-4 Zoning District;
- B. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
- C. 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;
- D. That each of the site plans provide for the safe movement of pedestrians within the site;
- E. 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.)

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

SECTION TWO: That the Preliminary/Final Plat of Resubdivision of Lot 1 of the Home Depot Bartlett Subdivision prepared by Professional Land Surveying, Inc. dated May 4, 2017 last revised August 2, 2017 (the "Preliminary/Final Plat of Resubdivision of Lot 1"), attached hereto as **Exhibit B**; the Second Site Plan Amendment for Lot 1 of the Home Depot Subdivision prepared by KMA & Associates, Inc. dated May 19, 2017, last revised August 4, 2017 (the "Second Site Plan Amendment"), attached hereto as **Exhibit C**; the Site Plan for Lot 2 of the Home Depot Resubdivision prepared by KMA & Associates, Inc. dated May 19, 2017, last revised August 4, 2017 (the "Site Plan for Lot 2"), attached hereto as **Exhibit D**; the Elevations prepared by KMA & Associates, Inc. dated May 19, 2017, last revised July 7, 2017 (the "Elevations"), attached hereto as **Exhibit E**; and the Landscape Plan for Lot 2 of the Home Depot Resubdivision prepared by McCallum Associates, dated May 17, 2017, last revised June 30, 2017 (the "Landscape Plan"), attached hereto as **Exhibit F**; each of which are expressly made a part of this Ordinance and are collectively referred to herein as the "Site Plans", are hereby approved, subject to the findings of fact and conditions set forth in Sections One, Three, Five and Seven of this Ordinance.

SECTION THREE: The Corporate Authorities do hereby make the following findings of fact with respect to the Special Use Permits for a drive-thru

establishment and outdoor seating based on the conditions set forth in Section Seven of this Ordinance:

- A. The proposed drive-thru and outdoor seating are desirable to provide uses which are in the interest of public convenience and will contribute to the general welfare of the community;
- B. That the proposed drive thru and outdoor seating will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
- C. That the special uses shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.

SECTION FOUR: That the Special Use Permits for a drive-thru establishment and outdoor seating on the Subject Property are hereby granted, subject to the findings of fact and conditions set forth in Sections Three and Seven of this Ordinance.

SECTION FIVE: The Corporate Authorities do hereby make the following findings of fact pertaining to the Variations based on the conditions set forth in Section Seven of this Ordinance:

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

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

SECTION SIX: That the Variations (a) to reduce the required parking spaces for Lot 1 of the Home Depot Resubdivision from 450 to 395 spaces, (b) for a 14'-6" reduction in the required 30 foot side yard building setback along the southern property line, (c) for a 30 foot reduction from the required 30 foot side yard parking setback along

the southeastern property line, and (d) for a 9'-4" reduction in the required 40 foot rear yard building setback along the western property line, are hereby granted, subject to the findings of fact set forth in Section Five, and to the conditions set forth in Section Seven of this Ordinance.

SECTION SEVEN: That the findings of fact set forth in Sections One, Three and Five, the approval of the Second Site Plan Amendment and the Preliminary/Final Plat in Section Two, the Special Use Permits granted in Section Four, and the Variations granted in Section Six of this Ordinance are subject to and are hereby made contingent upon the satisfaction of the following conditions:

1. Staff approval of the Engineering Plans;
2. Building permits shall be required for all construction activities including the outdoor seating;
3. Signage shall be reviewed and approved separately by the Community Development Department in accordance with the Sign Ordinance;
4. If landscaping cannot be installed at the time of construction, either (i) an estimate of the cost to complete the landscaping prepared by the landscape architect who prepared the Landscape Plan, or (ii) copies of all landscape planting and material supply contracts and landscape contractor contracts, shall be submitted to Community Development for review by the Village Arborist to set the amount of a cash bond or surety bond to be posted by the Petitioner to ensure its future installation.
5. Landscaping must be installed within one year of the issuance of a building permit.

6. The Subject Property shall be developed in strict accordance with the preliminary/Final Plat of Resubdivision of Lot 1, the Second Site Plan Amendment, the site Plan for Lot 2, and the Landscape Plan, and the building to be constructed on the Subject Property shall be built in strict accordance with the Elevations.
7. The Petitioner shall enter a Public Improvements Completion Agreement (PICA) and shall post security as required in the Bartlett Subdivision and PUD Ordinance (the "Subdivision Ordinance") to guaranty that the public improvements designed to serve the Subject Property will be completed, fully paid for and maintained as required in the Subdivision Ordinance.

SECTION EIGHT: The violation of any of the above conditions shall be cause for the revocation of the Second Site Plan Amendment approval, Preliminary/Final Plat approval, the Special Use Permits and the Variations granted by this Ordinance.

SECTION NINE: 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 TEN: 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 ELEVEN: EFFECTIVE DATE. This Ordinance shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: October 17, 2017

APPROVED: October 17, 2017

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2017 - _____ enacted on October 17, 2017, and approved on October 17, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles

EXHIBIT A-1

Legal Description

Overall Subject Property:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTH ON SECTION LINE 8.86 CHAINS (584.76 FEET) TO THE CENTER OF THE ROAD; THENCE NORTH 85 AND A ½ DEGREES WEST ALONG THE CENTER OF SAID ROAD 16.24 CHAINS (1071.72 FEET) TO THE INTERSECTION OF THE CENTER OF THE NORTH AND SOUTH ROADS; THENCE SOUTH 03 DEGREES EAST ALONG THE CENTER OF SAID ROAD 9.96 CHAINS (657.36 FEET) TO SECTION LINE; THENCE EAST ON SAID LINE 15.42 CHAINS (1017.72 FEET) TO THE POINT OF BEGINNING; (EXCEPT PARTS DEDICATED FOR HIGHWAY BY DOCUMENTS 446923 AND 319826) (AND EXCEPTING LOT 1 IN KENROY'S APPLE ORCHARD RESUBDIVISION UNIT 8, PHASE 1 IN PART OF THE SOUTHEAST ¼ OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 22, 1980 AS DOCUMENT R80-11162) IN DUPAGE COUNTY, ILLINOIS (EXCEPT THOSE PARTS TAKEN FOR ROAD PURPOSES).

PARTS TAKEN FOR ROAD PURPOSES:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY CROSS ACCESS EASEMENT AGREEMENT DATED JULY 22, 2010 AND RECORDED SEPTEMBER 10, 2010 AS DOCUMENT R2010-119351 FOR THE PURPOSE OF INGRESS AND EGRESS OVER THE PROPERTY DESCRIBED HEREIN.

EXHIBIT A-2

Lot 1:

LOT 1 IN THE HOME DEPOT-BARTLETT SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST $\frac{1}{4}$ OF SECTION 4 AND THE NORTHEAST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 8, 2000 AS DOCUMENT NUMBER R2000-175535, EXCEPT THE FOLLOWING:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4 IN SAID HOME DEPOT-BARTLETT SUBDIVISION; THENCE SOUTH 88 DEGREES 57 MINUTES 55 SECONDS EAST, 139.60 FEET ALONG THE SOUTH LINE OF SAID LOT 4 TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 57 MINUTES 55 SECONDS EAST, 188.40 FEET TO THE WEST LINE OF LAND CONVEYED TO THE STATE OF ILLINOIS PER DOC. R2000-157455; THENCE SOUTH 01 DEGREES 02 MINUTES 05 SECONDS WEST, 275.60 FEET ALONG SAID WEST LINE; THENCE NORTH 88 DEGREES 57 MINUTES 55 SECONDS WEST, 29.60 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 58 SECONDS EAST, 66.68 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 55 SECONDS WEST, 150.17 FEET; THENCE NORTH 01 DEGREES 02 MINUTES 05 SECONDS EAST, 182.64 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 55 SECONDS WEST, 8.68 FEET; THENCE NORTH 01 DEGREES 02 MINUTES 05 SECONDS EAST, 26.68 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT A-3

Lot 2:

PART OF LOT 1 IN THE HOME DEPOT-BARTLETT SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST $\frac{1}{4}$ OF SECTION 4 AND THE NORTHEAST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 8, 2000 AS DOCUMENT NUMBER R2000-175535, BEING MORE PARTICULARLY DESCRIBED BELOW:

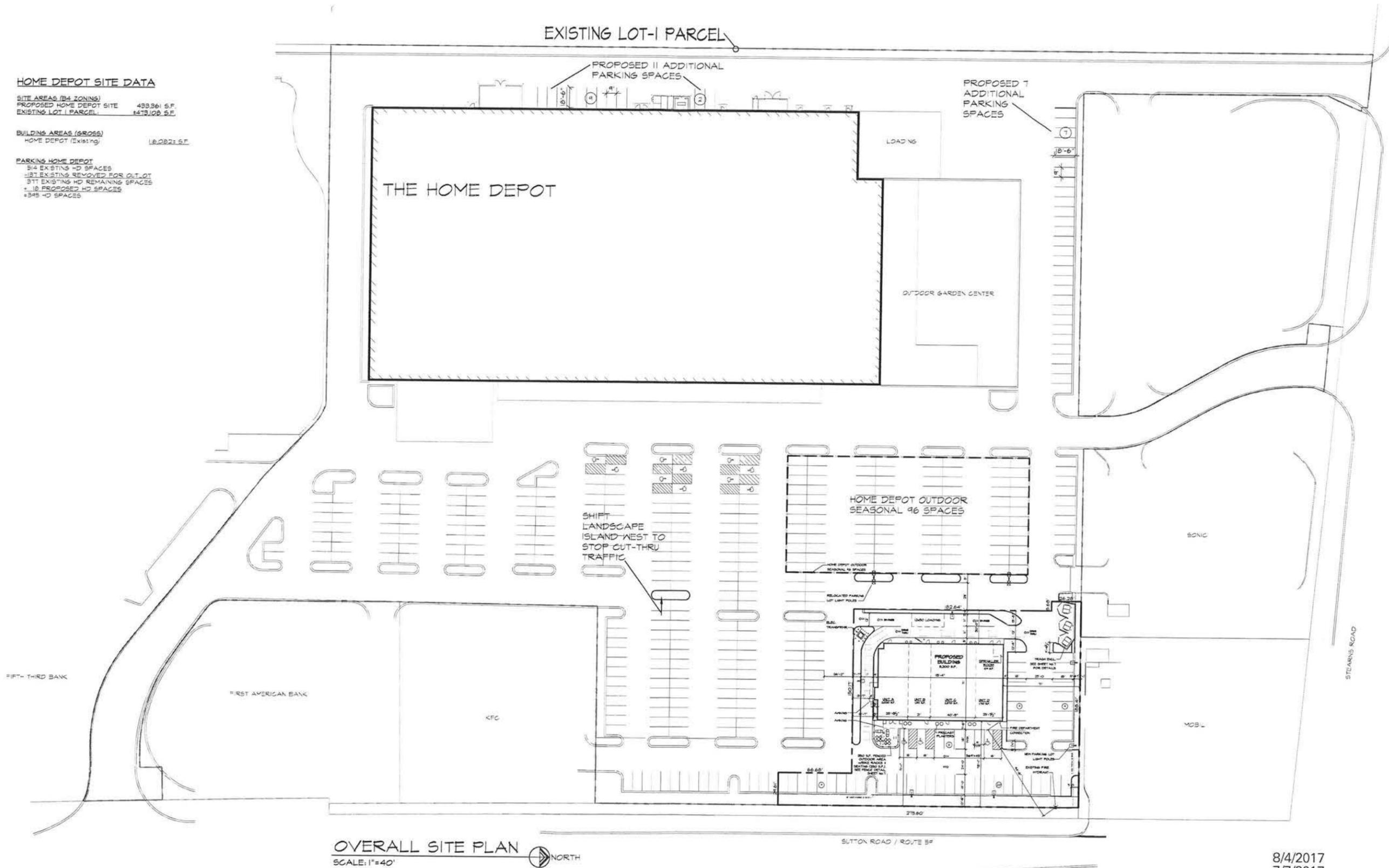
COMMENCING AT THE SOUTHWEST CORNER OF LOT 4 IN SAID HOME DEPOT-BARTLETT SUBDIVISION; THENCE SOUTH 88 DEGREES 57 MINUTES 55 SECONDS EAST, 139.60 FEET ALONG THE SOUTH LINE OF SAID LOT 4 TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 57 MINUTES 55 SECONDS EAST, 188.40 FEET TO THE WEST LINE OF LAND CONVEYED TO THE STATE OF ILLINOIS PER DOC. R2000-157455; THENCE SOUTH 01 DEGREES 02 MINUTES 05 SECONDS WEST, 275.60 FEET ALONG SAID WEST LINE; THENCE NORTH 88 DEGREES 57 MINUTES 55 SECONDS WEST, 29.60 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 58 SECONDS EAST, 66.68 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 55 SECONDS WEST, 150.17 FEET; THENCE NORTH 01 DEGREES 02 MINUTES 05 SECONDS EAST, 182.64 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 55 SECONDS WEST, 8.68 FEET; THENCE NORTH 01 DEGREES 02 MINUTES 05 SECONDS EAST, 26.68 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

HOME DEPOT SITE DATA

SITE AREAS (B4 ZONING)
PROPOSED HOME DEPOT SITE 493,361 S.F.
EXISTING LOT 1 PARCEL 447,100 S.F.

BUILDING AREAS (GROSS)
HOME DEPOT (Existing) 1,628,212 S.F.

PARKING HOME DEPOT
514 EXISTING HD SPACES
181 EXISTING REMOVED FOR OUTLOT
311 EXISTING HD REMAINING SPACES
18 PROPOSED HD SPACES
8345 HD SPACES



OVERALL SITE PLAN
SCALE: 1"=40' NORTH

8/4/2017
7/7/2017
KMA #1504 SITE PLAN 14F.1 5/19/2017

PROPOSED COMMERCIAL BLDG.

HOME DEPOT OUTLOT / IL RT. 59
BARTLETT, IL

AETNA DEVELOPMENT CORPORATION
200 W. MADISON STREET
CHICAGO, ILLINOIS

KMA & ASSOCIATES, INC. ARCHITECTS
1161 LAKE COOK ROAD
DEERFIELD, ILLINOIS





LOCATION PLAN
SCALE: NTS

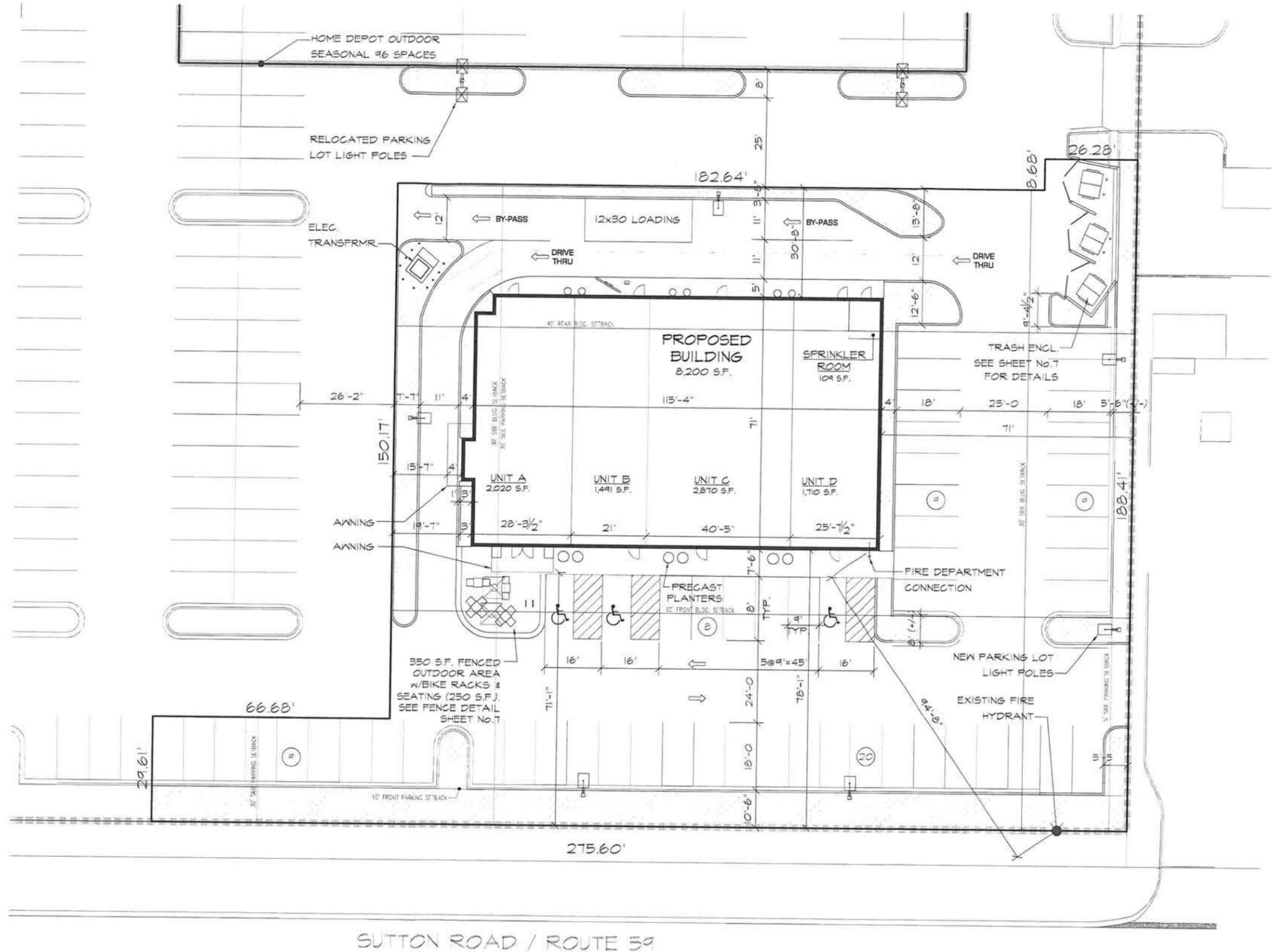
OUTLOT SITE DATA

SITE AREAS (BY ZONING)	
PROPOSED OUTLOT SITE	39,747 S.F.
F.A.R. (0.5 MAX.)	0.2
OPEN SPACE (15% MIN.)	6,068 S.F. (15.3%)

SET BACKS	REQD	PROPOSED
FRONT BUILDING	60'	71'-1"
FRONT PARKING	10'	10' (EXIST)
REAR BUILDING	40'	30'-8"
SIDE BUILDING (NORTH)	30'	71'
SIDE BUILDING (SOUTH)	30'	15'-7"
SIDE PARKING (NORTH)	5'	5' (EXIST)
SIDE PARKING (SOUTH)	30'	0' (EXIST)

PROPOSED BUILDING AREAS (GROSS)	
RETAIL (Proposed)	8,200 S.F.

PARKING RETAIL-REST (Interior Areas per Zoning Code)	
Retail 6(B)(15)(b) Storage, Toilets, Non-Public, Etc.	5,255 S.F./200 Retail
Rest 2(C)(2)(1)(2)(5)(b) Storage, Toilets, Non-Public, Etc.	430 S.F. Interior/60 Rest
250 S.F. Outdoor/60 Rest	5 CARS
*or Restaurant Seats & Employees	-6 emp/30 seats
-33 seats/30	-12 outdoor seats/30
TOTAL REQUIRED per Area	48 CARS
TOTAL REQUIRED per Area w/Seats	44 CARS
TOTAL PROVIDED	55 CARS



SUTTON ROAD / ROUTE 59

OUTLOT SITE PLAN
SCALE: 1"=20'

8/4/2017
7/7/2017
5/19/2017

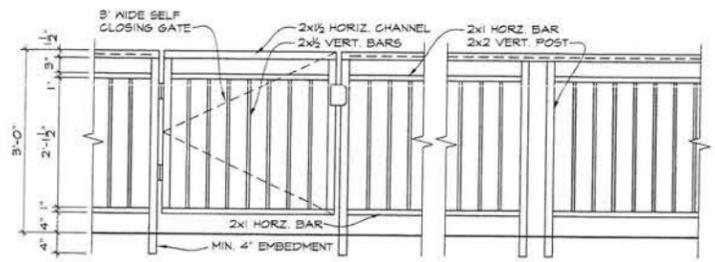
KMA #1504 SITE PLAN 14F.1

PROPOSED COMMERCIAL BLDG.

HOME DEPOT OUTLOT / IL RT. 59
BARTLETT, IL

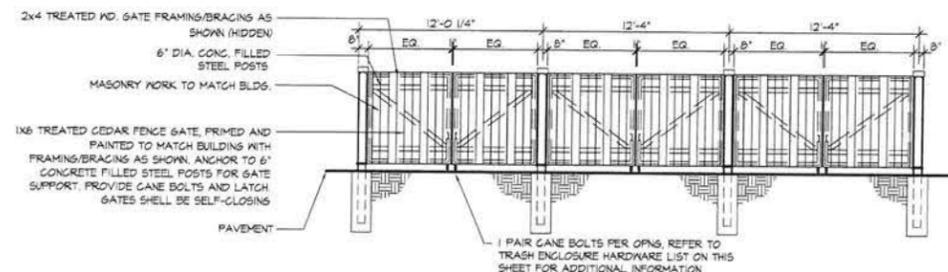
AETNA DEVELOPMENT CORPORATION
200 W. MADISON STREET
CHICAGO, ILLINOIS

KMA & ASSOCIATES, INC. ARCHITECTS
1161 LAKE COOK ROAD
DEERFIELD, ILLINOIS

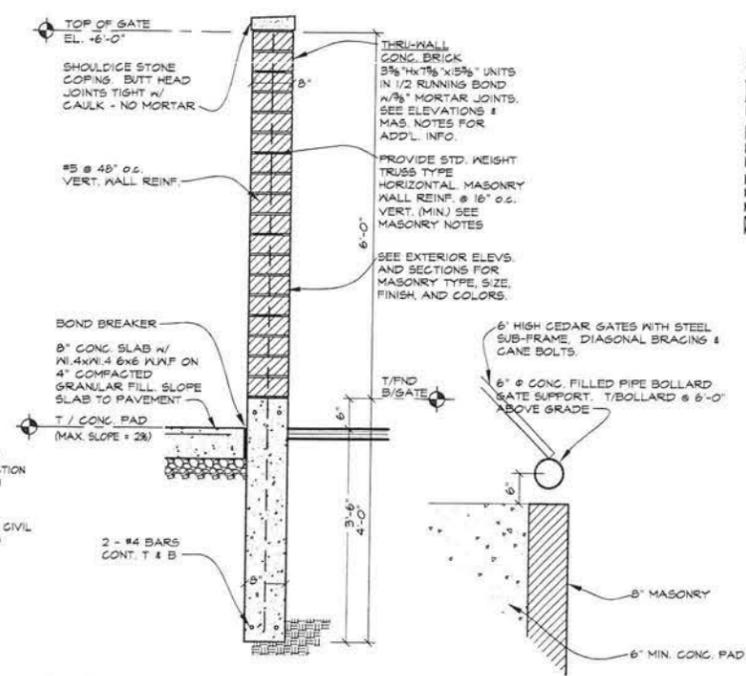
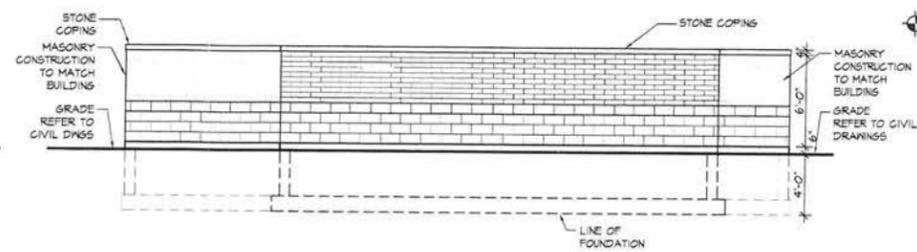


TENANT PATIO FENCE
SCALE: 3/4" = 1'-0"

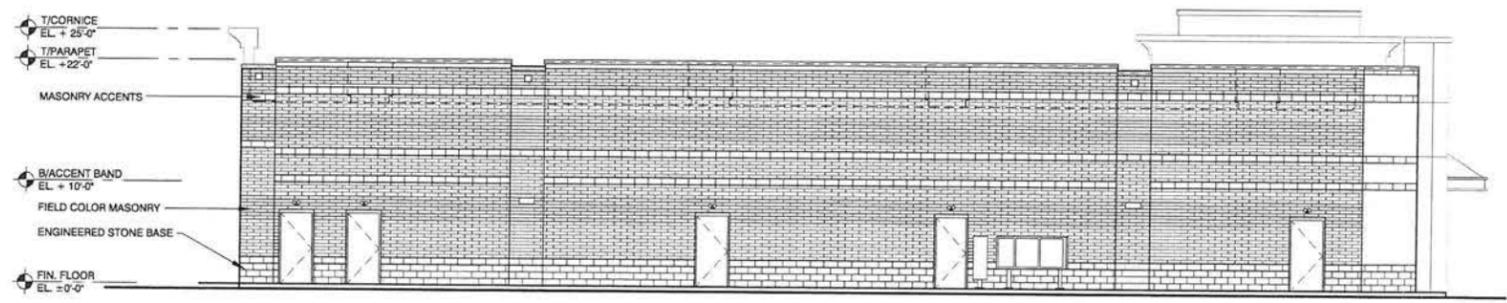
EXTERIOR FINISH LIST	
MASONRY FIELD COLORS	ECHOLON MASONRY "ROCKTON BEIGE"
MASONRY ACCENTS AND COPINGS	ECHOLON MASONRY SMOOTH-FACE COLOR: "WHITE"
STONE BASE	ECHOLON MASONRY SPLIT-FACE COLOR: "WHITE"
EIFS ENTRANCE AND DRIVE THRU	DRYVIT "GRAY FLANNEL"
EIFS CORNICE	DRYVIT "MOONLIGHT"
METAL AWNINGS	BLACK
METAL COPINGS	FAC-GLAD "STONE WHITE"
PATIO FENCE	BLACK
TRASH ENCLOSURE GATES	CEDAR PAINTED SW100 "LATTE"
STOREFRONT ALUMINUM	CLEAR ANODIZED ALUMINUM
STOREFRONT GLAZING	1" CLEAR INSULATED GLASS
HOLLOW METAL DOORS AND FRAMES	PAINT TO MATCH ADJACENT MASONRY
WALL MTD. LIGHT FIXTURES	COLOR TO MATCH ALUM. STOREFRONT



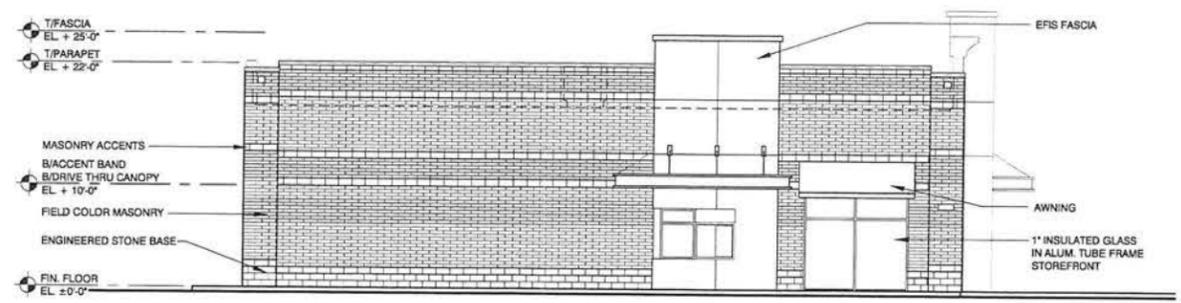
TRASH ENCLOSURE ELEVATIONS
SCALE: 3/16" = 1'-0"



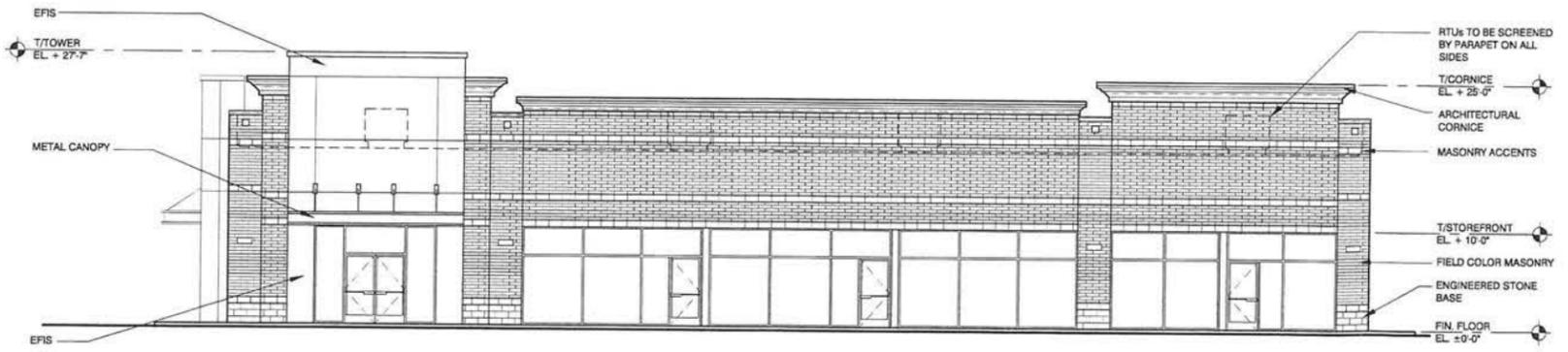
TRASH ENCLOSURE DETAIL & SECTION
SCALE: 3/4" = 1'-0"



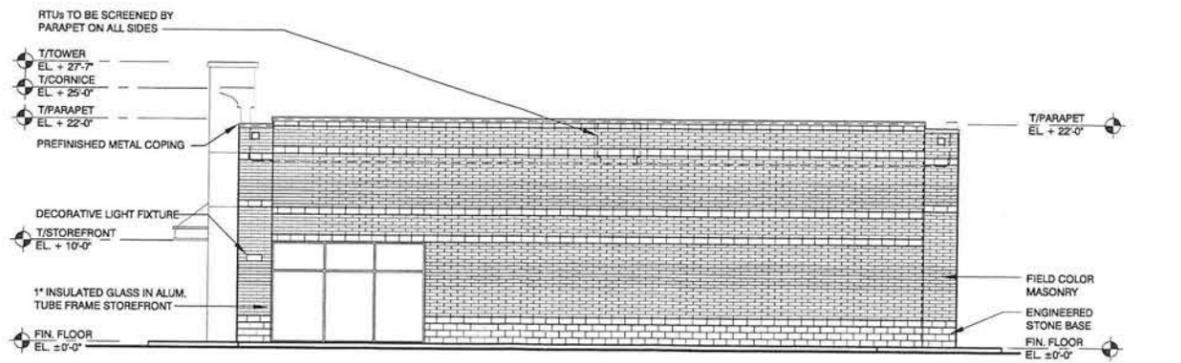
WEST ELEVATION
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION
SCALE: 1/8" = 1'-0"



NORTH ELEVATION
SCALE: 1/8" = 1'-0"

KMA PROJECT #1504 ELEVS2

7/7/2017
5/19/2017

PROPOSED COMMERCIAL BLDG.

HOME DEPOT OUTLOT / IL RT. 59
BARTLETT, IL

AETNA DEVELOPMENT CORPORATION
200 W. MADISON STREET
CHICAGO, ILLINOIS

KMA & ASSOCIATES, INC. ARCHITECTS
1161 LAKE COOK ROAD
DEERFIELD, ILLINOIS



COMMUNITY DEVELOPMENT MEMORANDUM
17-212

DATE: October 6, 2017
TO: Paula Schumacher, Village Administrator
FROM: Jim Plonczynski, Community Development Director
RE: **(#17-17) 802 E. Devon Avenue Addition**

PETITIONER

Dimitri Pouloukefalos

SUBJECT SITE

802 E. Devon Avenue, about 0.8 miles east of Newport Boulevard (formerly the Main Steel building)

REQUESTS

Third Site Plan Amendment;
Special Use Permit:
 To disturb a wetland; and
Variation:
 To reduce the number of required parking spaces from 140 to 95

SURROUNDING LAND USES

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
Subject Site	Industrial	Industrial	I-1
North	Industrial	Streamwood- Industrial	I-2 PUD*
South	Single Family Residential	Suburban Residential	SR-4
East	Industrial	Industrial	SR-6 PUD
West	Multi-Family Residential	Attached Residential	I-1

* Village of Streamwood- General Industrial District

ZONING HISTORY

The subject property was annexed to the Village in 1963 and was zoned R-1 (Single Family Residence District) by Ordinance #1963-17. The Bartlett Industrial Park Subdivision was approved on February 27, 1969 by Ordinance #1969-06 creating 5 industrial lots zoned Mg (Manufacturing District).

The current building was built in 1969 with additions added in 1986 and 1988 (see attached site plans).

In 1987 a variation was granted per Ordinance #1987-73 for a 25 foot variation from the 50 foot required transitional side yard adjoining a residence. When the building was built in 1969 the side yard requirement was 10 feet. In 1978, through a text amendment, the property to the west was re-classified as SR-6 Multi-Family District. The 1978 re-classification created a new side yard setback of 50 feet pursuant to the Village Code. Therefore, through no fault of the petitioner, the building was considered legal non-conforming and a variation was granted to allow a 25 foot variation from the 50 foot requirement.

The Village Board was made aware of the future additions to this site when it came to the Village Board on July 19, 2016 requesting support from the Village of Bartlett for the Class 6B Reclassification incentive from Cook County.

This building has been vacant since Main Steel vacated the building in 2011.

CURRENT DISCUSSION

1. The Petitioner is requesting a **Third Site Plan Amendment** for the existing 52,182 square foot industrial building to add an additional 67,735 square feet on a 6.78 acre lot in the Bartlett Industrial Park. This building would be constructed for four future tenants.
2. The proposed building additions will be constructed of red masonry walls with darker red accents. The four proposed office areas will be located on the east side of the building. The building has three heights, 25'-3", 32'-0" and 37'2", all below the 45' height maximum per the Zoning Ordinance.
3. A building permit has been issued for a partial exterior remodel, roof repair and partial demolition. Work has already commenced and new brick has been added to the south and west elevations and two portions of the warehouse have been removed.
4. The petitioner is requesting a **Special Use Permit to disturb the wetland** located in the northeast corner of the site. An application to the Army Corps of Engineers has been submitted, and the report states: "*this property contains waters of the United States. The Open Water Area and Swales have been determined to be under the jurisdiction of this office and therefore, subject to Federal regulation.*" A permit will be required from the Department of the Army before any work within 50' of the open water area and swale commence. The Petitioner must follow the three comments provided in the letter dated August 11, 2017 from Hampton, Lenzini and Renwick, Inc. (HLR).

5. The Site Plan shows 13 exterior docks on the east side of the building and 1 drive-in door on the north side of the building to be utilized for building maintenance, not day-to-day operations. All the docks are facing away from the residential zoning districts.
6. The existing curb cut off E. Devon Avenue will be widened and utilized for all site traffic, passenger cars and trucks subject to approval by the DuPage Highway Department.
7. The petitioner is requesting a **variation** to allow a reduction in the number of required parking spaces from 140 to 95 parking spaces. The Site Plan identifies 95 parking spaces, including four (4) handicapped accessible spaces. The Zoning Ordinance requires 112 spaces for the warehouse and 28 parking spaces for the office space totaling 140 parking spaces for this use. **The plan however shows 51 future parking spaces, which would increase the total parking provided on the site to 146 spaces and if constructed would meet the Zoning Ordinance requirements.** There are also 6 truck future parking spaces available on the north side of the building if a future tenant would need truck parking rather than automobile parking.
8. A Landbank/Future Parking Agreement was drafted by the owner which will include the following language to require the Petitioner to install the landbanked/future parking spaces:

Upon the Staff's inspection of the site, it is clear that tenants and/or visitors are not parking in a designated parking space.

And the petitioner will be required to post a bond, letter of credit or cash as a surety with the Village as a Performance Guarantee that the landbanked parking area with islands and striping will be installed.
9. The Engineering and Landscape Plan are currently under Staff Review.

RECOMMENDATION

1. The Staff recommends **approval** of the petitioner's requests subject to the following conditions and Findings of Fact:
 - A. Staff approval of the Engineering Plans and Landscape Plan;
 - B. US Army Corps of Engineers permit approval prior to the issuance of any Village Building Permits within 50' of the open water area and swale;
 - C. The Petitioner must follow the three comments provided in the letter dated August 11, 2017 from Hampton, Lenzini and Renwick, Inc. (HLR);
 - D. Execution and delivery of the Landbank Parking Agreement by the Owner to the Village prior to the issuance of building permits;
 - E. Recording of the Landbank Parking Agreement;
 - F. Signage shall be reviewed and approved separately by the Community Development Department in accordance with the Sign Ordinance;

- G. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to Community Development for review and approval by the Village Arborist and a bond posted in the approved amount for its future installation;
 - H. Landscaping must be installed within one year of the issuance of a building permit;
 - I. Findings of Fact (Third Site Plan Amendment):
 - i. That the proposed office/warehouse is a permitted use in the I-1 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.
 - J. Findings of Fact: Special Use Permit (Disturbing a wetland)
 - i. That the granting of the Special Use is in harmony with the general purpose and intent of Section 9-24-1, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the Village's Comprehensive Plan and Official Map for development;
 - ii. That the granting of the Special Use Permits will not:
 - a. Diminish the value of land and buildings in its neighborhood;
 - b. Increase the potential for flood damages to adjacent property;
 - c. Incur additional public expenses for flood protection, rescue or relief;
 - d. Increase the hazard from other dangers to said property;
 - e. Otherwise impair the public health, safety, comfort, or general welfare of the inhabitants of the Village, nor will it otherwise create a nuisance.
2. The **Zoning Board of Appeals** reviewed the Petitioner's variation request, conducted the public hearing and recommended **approval** at their September 7, 2017 meeting based upon the following Findings of Fact:
- A. That the particular physical surroundings, shape or topographical

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

- B. That conditions upon which the petition for variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.
 - C. That the purpose of the variation is not based exclusively upon a desire to make money out of the property.
 - D. That the alleged difficulty or hardship is caused by the provision of this Title and has not been created by any person presently having an interest in the property.
 - E. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
 - F. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
 - G. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.
3. The **Plan Commission** reviewed the Petitioner's requests and conducted the public hearing for the Third Site Plan Amendment and Special Use Permit at their meeting on September 14, 2017. The Plan Commission recommended **approval** subject to the conditions and Findings of Fact outlined above by Staff.
 4. The **Village Board Committee** reviewed the Petitioner's requests at their meeting on October 3, 2017. The Committee forwarded the application on to the Village Board for a final vote.
 5. The Ordinance approving along with the Exhibits are attached for your review and consideration.

ORDINANCE 2017 - _____

**AN ORDINANCE APPROVING A THIRD SITE PLAN AMENDMENT AND
LANDBANK PARKING AGREEMENT, GRANTING A SPECIAL USE PERMIT
TO DISTURB A WETLAND, AND GRANTING A VARIATION FOR PARKING
FOR POULOKEFALOS ENTERPRISES II, LLC IN THE BARTLETT
INDUSTRIAL PARK LOCATED AT 802 EAST DEVON AVENUE**

WHEREAS, Dimitri Pouloukefalos, on behalf of and as manager, member and/or agent of Pouloukefalos Enterprises II, LLC (the “Owner/Petitioner”) has filed a petition with respect to the property legally described on **Exhibit A** attached hereto and expressly incorporated herein, and commonly known as 802 East Devon Avenue (the “Subject Property”), for: (1) approval of the Third Site Plan Amendment (hereinafter defined), (2) the granting of a Special Use Permit to disturb a wetland (the “Special Use Permit”), and (3) the granting of a Variation to reduce the required number of parking spaces from 140 to 95 spaces, in the I-1, Light Industrial Zoning District (collectively, the “Petition”); and

WHEREAS, the Bartlett Plan Commission reviewed the Petition with respect to (1) the Third Site Plan Amendment, and (2) conducted the required public hearing with respect to the request for a Special Use Permit to disturb a wetland, at its meeting on September 14, 2017, (Case #17-17) and has recommended to the Corporate Authorities that the Third Site Plan Amendment be approved and the Special Use Permit to disturb a wetland be granted, subject to the findings of fact and conditions set forth in its report; and

WHEREAS, the Bartlett Zoning Board of Appeals conducted a public hearing on September 7, 2017 pursuant to a public notice as required by law, with respect to said petition (#17-17) for a Variation to reduce the required number of parking spaces from 140 to 95 spaces (the “Variation”), and has recommended to the Corporate Authorities that the

Variation requested be granted subject to the findings of fact and conditions set forth in its report; and

WHEREAS, the Corporate Authorities have determined that it is in the public interest to approve the Third Site Plan Amendment and grant the Special Use Permit as recommended for approval by the Plan Commission, provided the findings of fact and the conditions set forth in this Ordinance are satisfied;

WHEREAS, the Corporate Authorities have determined that it is in the public interest to grant the Variation to reduce the required number of parking spaces from 140 to 95 spaces as recommended by the Zoning Board of Appeals, based on the findings of fact set forth in this Ordinance, and subject to the satisfaction of the conditions set forth in this Ordinance, including, but not limited to, the execution of a Landbank Parking Agreement attached hereto as Exhibit E between the Owner/Petitioner and the Village prior to the issuance of an occupancy permit for the building being renovated/reconstructed on the Subject Property;

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

SECTION ONE: That the Corporate Authorities do hereby make the following findings of fact with respect to the Third Site Plan Amendment (hereinafter defined) based in part on the conditions set for in Section Eight of this Ordinance:

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

- C. 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;
- D. That the site plan provides for the safe movement of pedestrians within the site;
- E. 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.)
- F. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.

SECTION TWO: The Third Site Plan Amendment prepared by S.K.I. Architecture dated May 30, 2017, last revised August 29, 2017 (the "Third Site Plan Amendment") attached hereto as **Exhibit B**; the Building Elevations prepared by S.K.I. Architecture dated May 30, 2017, last revised July 26, 2017 (the "Elevations") attached hereto as **Exhibit C**, and the Landscape Plans prepared by S.K.I. Architecture dated May 30, 2017, last revised August 29, 2017 (the "Landscape Plan") attached hereto as **Exhibit D**, each of which are expressly made a part of this Ordinance are hereby approved, subject to the conditions set forth in Section Eight of this Ordinance.

SECTION THREE: The Corporate Authorities do hereby make the following findings of fact with respect to the Special Use Permit to disturb a wetland based on the conditions set forth in Section Eight of this Ordinance:

- A. That the granting of the Special Use Permit is in harmony with the general purpose and intent of Section 9-24-1 of the Building Code, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the Village's Comprehensive Plan and Official Map for development;
- B. That the granting of the Special Use Permit will not:
 - i. Diminish the value of land and buildings in its neighborhood;
 - ii. Increase the potential for flood damages to adjacent property;
 - iii. Incur additional public expenses for flood protection, rescue or relief;
 - iv. Increase the hazard from other dangers to said property;
 - v. Otherwise impair the public health, safety, comfort, or general welfare of the inhabitants of the Village, nor will it otherwise create a nuisance.

SECTION FOUR: That the Special Use Permit to disturb a wetland on the Subject Property is hereby granted, subject to the findings of fact set forth in Section Three, and the conditions set forth in Section Eight of this Ordinance.

SECTION FIVE: The Corporate Authorities do hereby make the following findings of fact pertaining to the Variation to reduce the required number of parking spaces from 140 to 95 spaces based on the conditions set forth in Sections Seven and Eight of this Ordinance:

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

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

SECTION SIX: That the Variation to reduce the required number of parking spaces from 140 to 95 spaces is hereby granted, subject to the findings of fact set forth in Sections Five and the conditions set forth in Sections Seven and Eight of this Ordinance.

SECTION SEVEN: That the 95 parking spaces depicted on the Third Site Plan Amendment shall be constructed and installed prior to the issuance of an Occupancy Permit for the Subject Property, and the remaining 51 parking spaces shall be landbanked

on the Subject Property and built/striped if requested by the Village to be installed subject to the terms of the Landbank Parking Agreement attached hereto as **Exhibit E** and expressly incorporated herein, and which Landbank Parking Agreement is hereby approved.

SECTION EIGHT: That the findings set forth in Sections One, Three and Five, the Third Site Plan Amendment approval in Section Two, the Special use Permit granted in Section Four, the Variation granted in Section Six, and the approval of the Landbank Parking Agreement in Section Seven of this Ordinance are subject to and hereby made contingent upon the satisfaction of the following conditions:

1. Staff approval of the Engineering Plans and Landscape Plan;
2. US Army Corps of Engineers permit approval prior to the issuance of any Village Building Permits within 50' of the open water area and swale;
3. The Petitioner must follow the three comments provided in the letter dated August 11, 2017 from Hampton, Lenzini and Renwick, Inc. (HLR);
4. Execution and delivery of the Landbank Parking Agreement by the Owner to the Village prior to the issuance of any occupancy permit for any building on the Subject Property;
5. Recording of the Landbank Parking Agreement;
6. Signage shall be reviewed and approved separately by the Community Development Department in accordance with the Sign Ordinance;
7. If landscaping cannot be installed at the time of construction, either (i) an estimate of the cost to complete the landscaping prepared by the landscape architect who prepared the Landscape Plan, or (ii) copies of all landscape planting and material supply contracts and landscape contractor contracts, shall be submitted by the Owner/Developer to Community Development for review by the Village Arborist to set the amount of a cash bond or surety bond to be posted to ensure its future installation;
8. Landscaping must be installed within one year of the issuance of a building permit;
9. The Subject Property shall be developed in strict accordance with (i) the Third Site Plan Amendment attached hereto as Exhibit B, (ii) the Building Elevations attached hereto as Exhibit C, and (iii) the Landscape Plans attached hereto as Exhibit D (except for the Future Landscaping unless required in accordance with the terms of the Landbank Parking Agreement); and
10. The Owner shall enter a Public Improvements Completion Agreement (PICA) and shall post security as required in the Bartlett Subdivision and PUD Ordinance (the "Subdivision Ordinance") to guaranty that the public improvements designed to serve the Subject Property will be completed, fully paid for and maintained as required in the Subdivision Ordinance.

SECTION NINE: The Village President and Village Clerk are hereby authorized and directed to sign and attest, respectively, to the Landbank Parking Agreement which is attached hereto as **Exhibit E** and expressly incorporated herein, and which was approved in Section Seven of this Ordinance.

SECTION TEN: The violation of any of the conditions set forth in this Ordinance shall be cause for the revocation of the Third Site Plan Amendment approval, the Special Use Permit and the Variation granted by this Ordinance.

SECTION ELEVEN: 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 TWELVE: 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 THIRTEEN: EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: October 17, 2017

APPROVED: October 17, 2017

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2017 - _____ enacted on October 17, 2017, and approved on October 17, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles

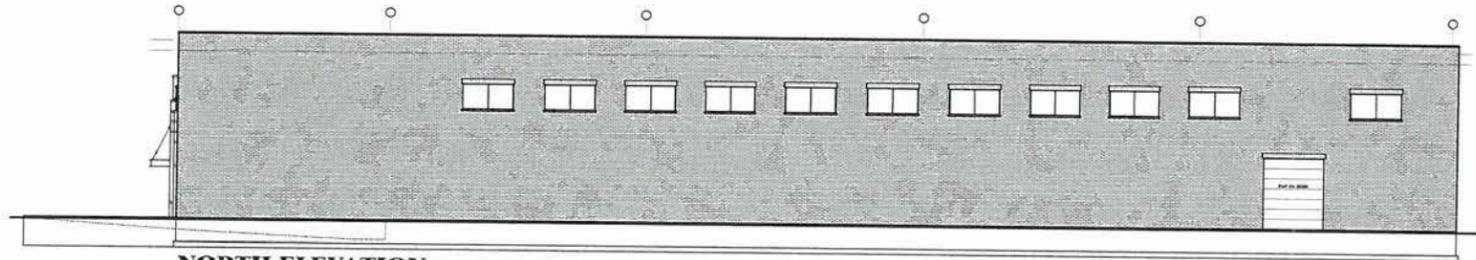
EXHIBIT A

LEGAL DESCRIPTION:

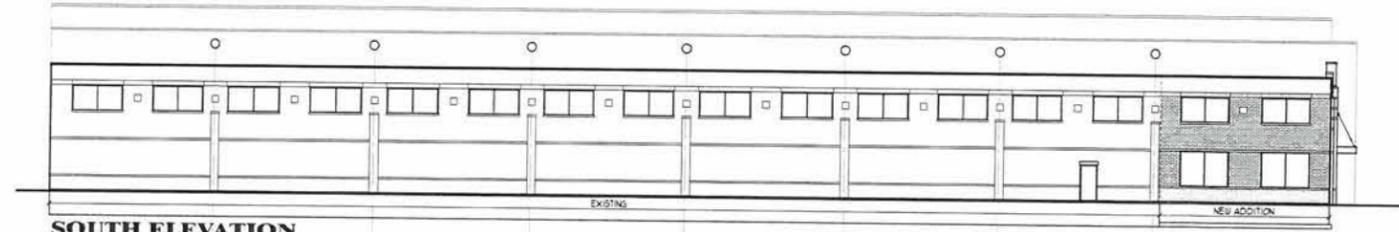
PARCEL 1: LOT 1 BARTLETT INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE SOUTH EAST QUARTER OF SECTION 35 AND PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BARTLETT, IN COOK COUNTY, ILLINOIS

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

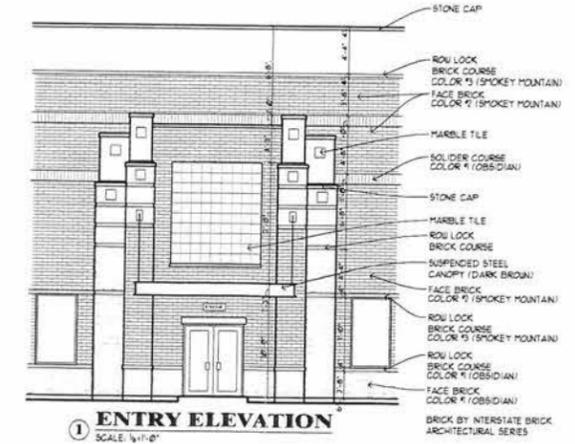
COMMENCING AT THE SOUTH EAST CORNER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 703.33 FEET TO THE SOUTHWEST CORNER OF BARTLETT INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF SECTION 35 AND SECTION 36 AFORESAID, FOR THE POINT OF BEGINING, THENCE NORTHERLY ALONG THE WEST LINE OF SAID BARTLETT INDUSTRIAL PARK AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 777.52 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF THE LINE, A DISTANCE OF 672.19 FEET, THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 35, A DISTANCE OF 900.09 FEET TO THE SOUTH COMMONLY KNOWN AS: 802 EAST DEVON AVENUE, BARTLETT, ILLINOIS.



NORTH ELEVATION
SCALE: 1/8"=1'-0"



SOUTH ELEVATION
SCALE: 1/8"=1'-0"

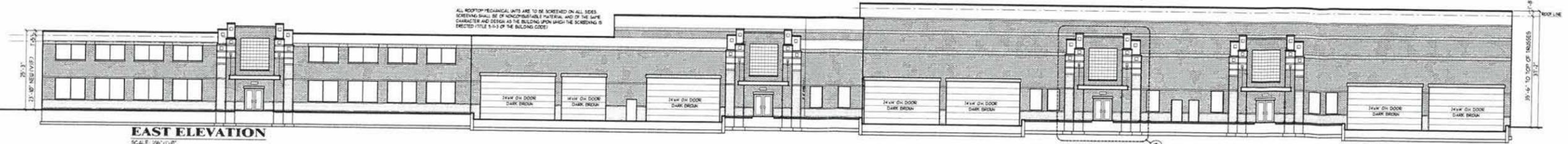


1 ENTRY ELEVATION
SCALE: 1/4"=1'-0"

- STONE CAP
- ROW LOCK BRICK COURSE COLOR 11 (SMOKEY MOUNTAIN)
- FACE BRICK COLOR 9 (SMOKEY MOUNTAIN)
- MARBLE TILE
- SOLDER COURSE COLOR 4 (OBSIDIAN)
- STONE CAP
- MARBLE TILE
- ROW LOCK BRICK COURSE
- SUSPENDED STEEL CANOPY (DARK BROWN)
- FACE BRICK COLOR 9 (SMOKEY MOUNTAIN)
- ROW LOCK BRICK COURSE COLOR 11 (SMOKEY MOUNTAIN)
- ROW LOCK BRICK COURSE COLOR 4 (OBSIDIAN)
- FACE BRICK COLOR 4 (OBSIDIAN)
- BRICK BY INTERSTATE BRICK ARCHITECTURAL SERIES



WEST ELEVATION
SCALE: 1/8"=1'-0"



EAST ELEVATION
SCALE: 1/8"=1'-0"

ALL ROOFTOP MECHANICAL UNITS ARE TO BE SCREENED ON ALL SIDES. SCREENING SHALL BE OF NONCOMBUSTIBLE MATERIAL AND OF THE SAME CHARACTER AND DESIGN AS THE BUILDING UPON WHICH THE SCREENING IS ERRECTED (TITLE 5-0-3 OF THE BUILDING CODE)

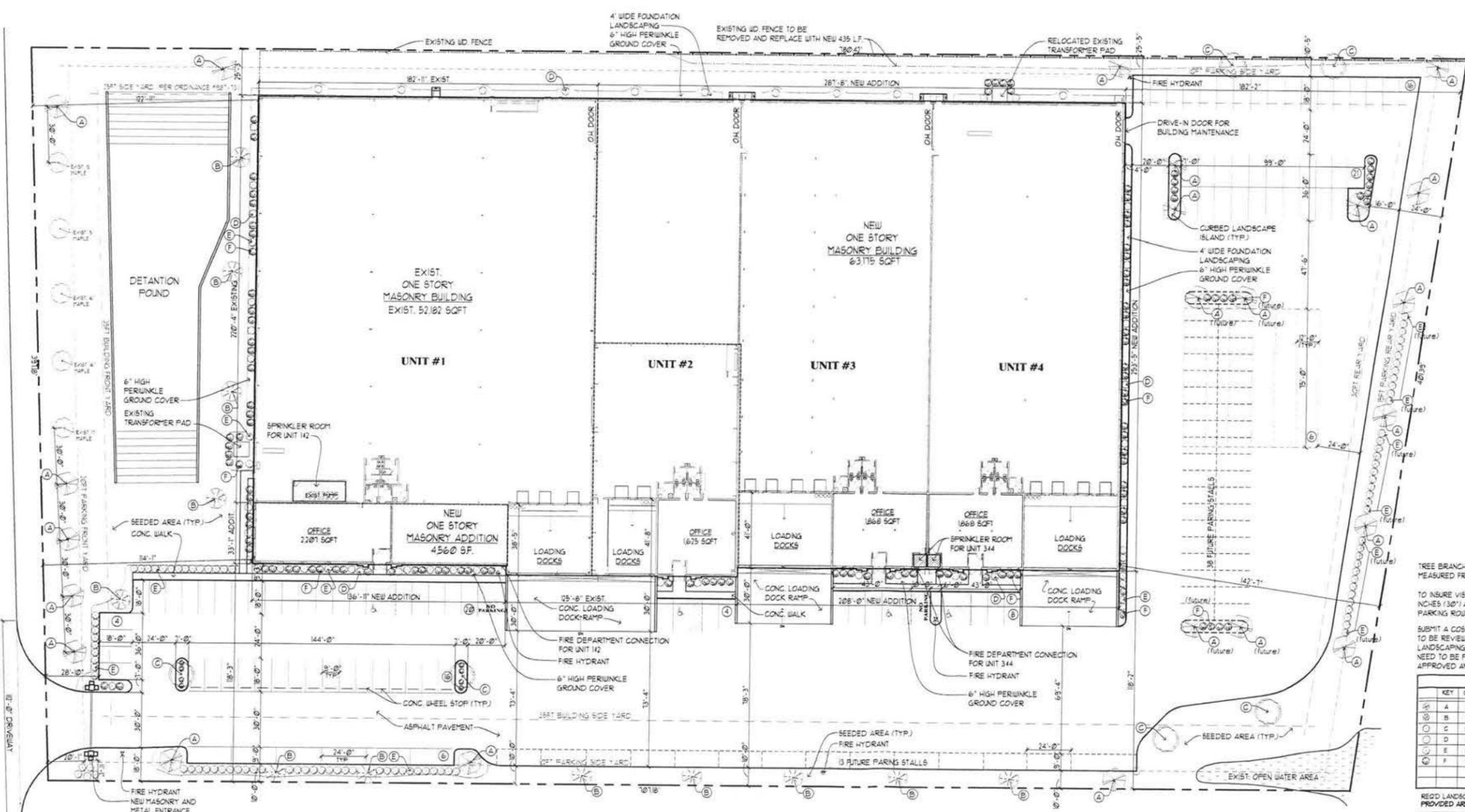
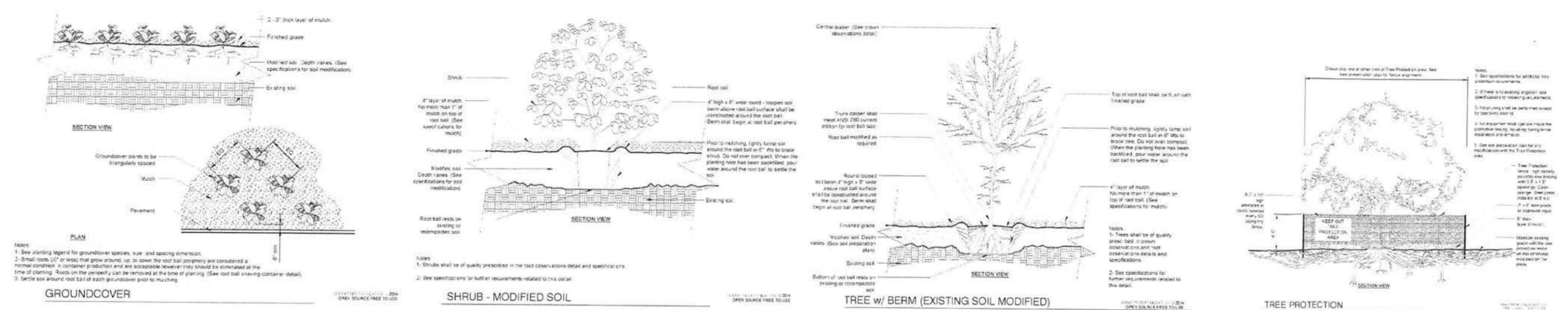
MARK	DATE	REVISIONS / RELEASE	INITIALS
	5-30-17	DESIGN SET	
	7-26-17	APPLICATION REV#1	

PROPOSED ADDITION TO EXISTING BUILDING

BARTLETT, IL
802 E. DEVON AVE

S.K.I. ARCHITECTURE
1645 W. GARDEN AVE, SUITE # 523
CHICAGO, IL 60607
312.953.3422 312.953.3421
central@skia.com skia.com

PROJECT #
PRINT DATE: 5-30-17



LANDSCAPE PLAN
 SCALE: 1" = 30'-0"

TREE BRANCHING SHALL START NO LESS THAN SIX FEET (6') ABOVE THE PAVEMENT MEASURED FROM PAVEMENT LEVEL.

TO INSURE VISIBILITY, SHRUBS SHALL NOT EXCEED A MATURE HEIGHT OF THIRTY INCHES (30") ABOVE PAVEMENT ON LANDSCAPE ISLANDS AT THE END OF PARKING ROWS.

SUBMIT A COST ESTIMATE FOR THE LANDSCAPING AND FUTURE LANDSCAPING TO BE REVIEWED AND APPROVED BY THE VILLAGE ARBORIST IF THE LANDSCAPING CANNOT BE INSTALLED BEFORE NOVEMBER 31. A BOND WILL NEED TO BE POSTED WITH COMPLETION DEVELOPMENT ONCE THE ESTIMATE IS APPROVED AND PRIOR TO A BUILDING PERMIT BEING APPROVED.

PLANT LIST				
KEY	COMMON NAME	BOTANICAL NAME	QUANT.	SIZE
A	MAPLE	ACER SACCHARINUM	8	25 DIA
B	RIVER BIRCH	BETULA NIGRA	0	25 DIA
C	RED MAPLE	ACER RUBRUM	6	25 DIA
D	EVERGREEN	ARBORVITAE	30	6'-8' HGT
E	EVERGREEN	ARBORVITAE	82	3'-8" HGT
F	YEW	TAXUS	0	2'-0" HGT

REDD LANDSCAPE AREA (10%) 59,050 SQFT
 PROVIDED AREA (74%) 72,305 SQFT

PLANT LIST - FUTURE LANDSCAPING				
KEY	COMMON NAME	BOTANICAL NAME	QUANT.	SIZE
A	MAPLE	ACER SACCHARINUM	4	25 DIA
B	EVERGREEN	ARBORVITAE	36	3'-8" HGT
F	YEW	TAXUS	8	2'-0" HGT

PROPOSED ADDITION TO EXISTING BUILDING
 802 E. DEVON AVE

S.K.I. ARCHITECTURE
 1645 W. OGDEN AVE. SUITE # 523
 CHICAGO, ILLINOIS 60607
 TEL: 773.326.1100
 FAX: 773.326.1101
 WWW: SKIARCHITECTURE.COM

PROJECT #:
 PRINT DATE: 5-30-17

L-1

BARTLETT, IL

MARK	DATE	REVISIONS / RELEASE	INTIAL/APPRO
	5-30-17	DESIGN SET	
	7-26-17	APPLICATION REVIEW	
	8-29-17	APPLICATION REVIEW	

This document prepared by
and MAIL TO:

EXHIBIT E

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

LANDBANK PARKING AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of October, 2017, by and between the VILLAGE OF BARTLETT, DuPage, Cook and Kane Counties, Illinois, a home rule municipal corporation of the State of Illinois (hereinafter referred to as the "Village") and Pouloukefalos Enterprises II, LLC, an Illinois limited liability company (hereinafter referred to as the "Owner").

WITNESSETH:

WHEREAS, the Owner desires to renovate an existing 52,182 square foot building and construct and develop an additional 67,735+/- square foot industrial building (the "Building") on property commonly known as 802 E. Devon Avenue in the Bartlett Industrial Park Subdivision more fully described on **Exhibit A** attached hereto and made part hereof (the "Subject Property"); and

WHEREAS, the proposed Industrial Building currently does not have a tenant but proposes to have about 112,350+/- square feet of warehouse space and about 7,570+/- square feet of office space, which under the current Bartlett Zoning Ordinance in effect

as of the date of this Agreement would require 140 parking spaces, unless a variation from the number of required parking spaces is granted by the Bartlett Village President and Board of Trustees (the "Corporate Authorities"); and

WHEREAS, the Site Plan for the development of the Industrial Building prepared by S.K.I. Architecture dated May 30, 2017, last revised August 29, 2017 (the "Site Plan"), a copy of which is attached hereto as **Exhibit B**, identifies and provides for 95 parking spaces, including four (4) handicapped accessible parking spaces to be installed at the time the Industrial Building is remodeled/built (the "Initial Parking Improvements"), and depicts 38 future landbanked parking stalls along the north side of the Subject Property to be located within the Initial Parking Improvements (the "North Landbanked Stalls"), and 13 landbanked parking stalls along the east side of the Subject Property (the "East Landbanked Stalls"); and

WHEREAS, the Owner has represented that it intends to use the Industrial Building for a maximum of four tenants; and

WHEREAS, the Village Community Development Staff has concurred with the Owner's position based on the Owner's representations, commitment to landbank parking and the ability of the Village to either compel the Owner or its successor to construct additional parking should the Owner or successor fail to do so in the future, should the Corporate Authorities of the Village determine in the future that additional parking is needed on the Subject Property; and

WHEREAS, the Zoning Board of Appeals conducted a public hearing on September 7, 2017 and recommended approval to the Corporate Authorities of a variation

to allow the Owner to only construct the Initial Parking Improvements containing 95 parking stalls provided the Owner landbanks 38 parking stalls; and

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

WHEREAS, the Village Corporate Authorities granted site plan approval and a variation to allow for the provision of only 95 parking spaces on the Subject Property contingent upon the Owner entering into this Landbank Parking Agreement allowing the Owner to landbank 38 parking stalls and associated landscaping to properly screen the future landbanked parking and the posting of a letter of credit, performance bond and labor and material payment bond, or cash bond in the amount of \$2,310 to secure the Owner's obligation to construct the additional parking and install associated landscaping in the event the Corporate Authorities determine that it is necessary and the Owner fails to install said additional parking and landscaping within the time limits hereinafter set forth;

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

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

2. The thirty-eight (38) parking stalls of landbanked parking for the Subject Property, as shown on the Site Plan attached hereto as **Exhibit B** and expressly made a part hereof, and the landscaping associated therewith as depicted on **Exhibit C** attached hereto and made a part hereof, shall be subject to the terms and conditions of this Agreement.

3. In the event the Corporate Authorities determine, in its reasonable discretion, that the employees of the tenants, guests and invitees that occupy the Building consistently and/or regularly park along the public rights of way and/or on the Subject Property but not in designated parking spaces because the 95 Initial Parking Improvements are often full and are insufficient to meet the parking demand of the user(s) of the Subject Property, then the Corporate Authorities shall send a written demand to install all or such portion of the landbanked parking spaces as the Corporate Authorities determine. Prior to making its determination and serving said demand, the Corporate Authorities shall have given the Owner not less than thirty (30) days prior written notice that it is considering making said demand upon the Owner, and the Corporate Authorities shall take into consideration the recommendation of the Owner, and the actions taken by the Owner to alleviate any parking problems. In the event a mutually agreed upon solution and time period for corrective action is not reached within said thirty (30) days, written demand of the Corporate Authorities shall be sent to the Owner, and the Owner shall thereupon proceed to install the parking and associated landscaping within ninety (90) days, in accordance with the applicable Village codes and ordinances, at the Owner's sole cost and expense.

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

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

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

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

7. To ensure the completion and installation of the landbanked parking stalls and associated landscaping and payment of the cost thereof in full, the Owner shall deposit with the Village Treasurer, within thirty (30) days after Owner's closing on the acquisition of the Property, security in the amount of \$2,310 in one of the following forms: (i) a letter of credit; (ii) a performance bond and a labor and material payment bond; or (iii) a cash bond, in the form set forth in Appendix F of the Bartlett Subdivision & PUD Ordinance, except for such modifications thereto as are approved by the Village Attorney. If a letter of credit is

furnished it must be from a financial institution meeting at least the minimum financial requirements of financial institutions issuing security for public improvements set forth in the Subdivision Ordinance. If a performance bond and labor and material payment bond are furnished, it must be issued by a surety meeting at least the minimum rating requirements for sureties issuing security for public improvements set forth in the Subdivision Ordinance. Said security shall remain in place for a period of twelve (12) months after the Building is 90% or more fully leased and occupied.

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

9. In addition to the rights and remedies set forth in paragraphs 7 and 8 above, should the Owner fail to complete the installation of the parking and associated landscaping in accordance with the schedule of completion set forth in Paragraphs 4 and 5 hereof, the Village shall have the following additional rights and remedies, none of which shall be exclusive:

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

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

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

within the initial ten (10) year term or the additional ten (10) year period, until the installation has been completed and approved by the Village.

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

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

[End of Page. Signature Page Follows.]

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

VILLAGE OF BARTLETT

By: _____
Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

Poulokefalos Enterprises II, LLC

By: _____
Owner

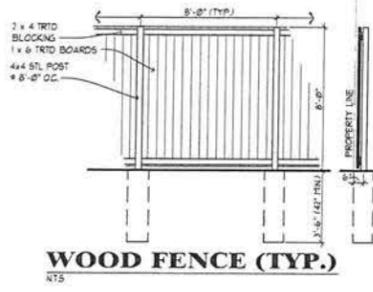
EXHIBIT A

LEGAL DESCRIPTION:

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

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

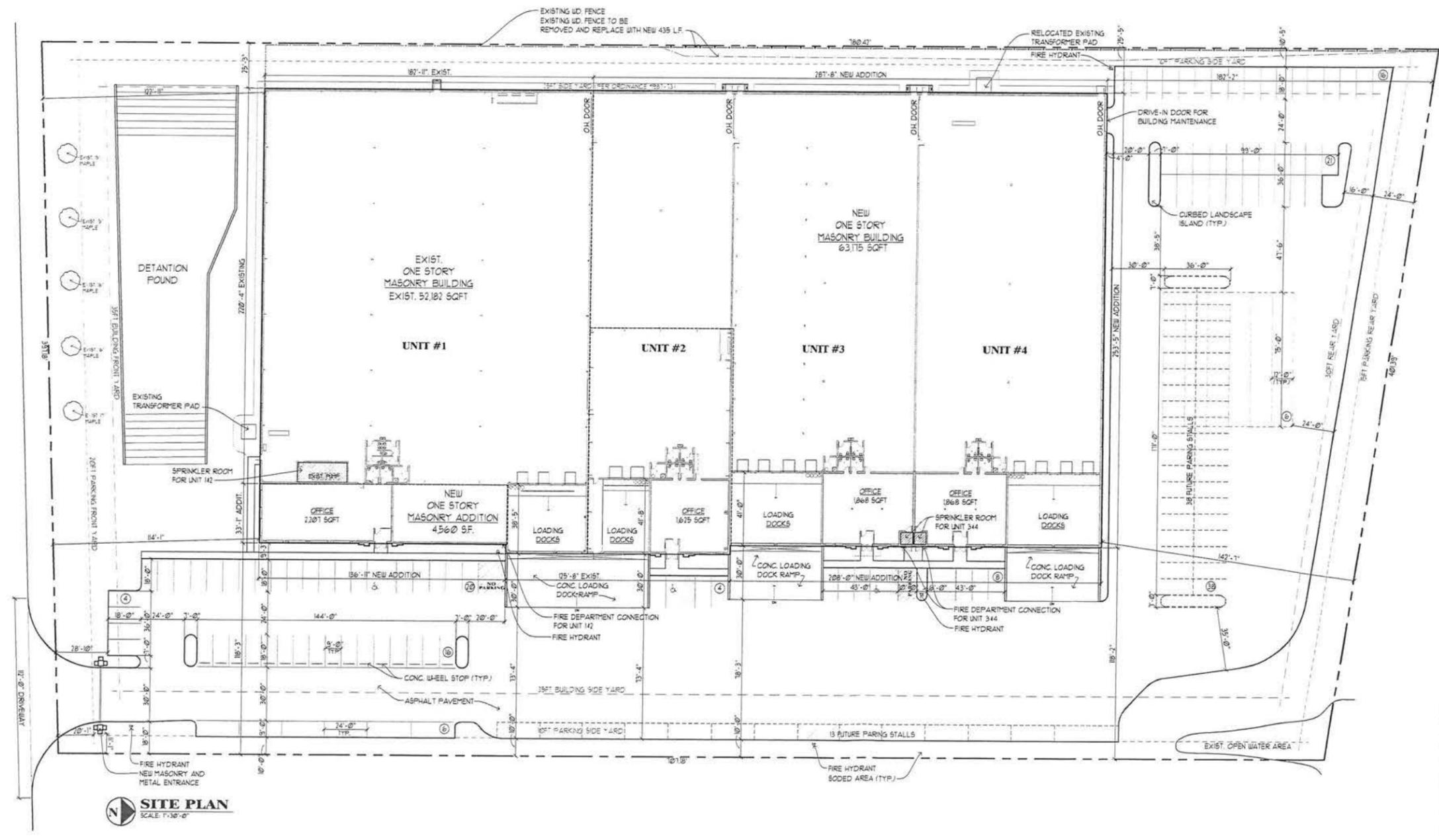
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MARK	DATE	REVISIONS / RELEASE
	5-30-17	DESIGN SET
	7-26-17	APPLICATION (REV)
	8-29-17	APPLICATION REV

PROPOSED ADDITION TO EXISTING BUILDING
802 E. DEVON AVE
BARTLETT, IL

PROPOSED ADDITION TO EXISTING BUILDING



ZONING DATA

EXISTING ZONING	I-1 (LIGHT INDUSTRY DISTRICT)
LOT AREA	255,243 SQFT 5.738 ACRES
FAR (50%)	47,674 SQFT
EXIST. BUILDING AREA	52,882 SQFT
NEW ADDITION	61,735 SQFT
TOTAL BUILDING AREA	114,617 SQFT
IMPERVIOUS AREA	51,303 SQFT
EXIST. IMPERVIOUS AREA	30,715 SQFT
NEW IMPERVIOUS AREA	20,588 SQFT
TOTAL IMPERVIOUS AREA	51,303 SQFT
RED'D LANDSCAPE AREA (70%)	53,058 SQFT
PROVIDED AREA (24%)	12,505 SQFT
BUILDING HEIGHT	37'-2"
REQUIRED PARKING:	
OFFICE AREA (17568/75)	28
WAREHOUSE AREA (10349/200)	10
REQUIRED CAR PARKING:	140 PARKING SPACES
PROVIDED CAR PARKING:	18 PARKING SPACES
PROVIDED TRUCK PARKING:	6 PARKING SPACES
FUTURE PARKING:	51 PARKING SPACES
LOADING DOCKS:	8
DRIVE-IN DOOR:	1

BUILDING DATA

CONSTRUCTION TYPE CLASSIFICATION	USE GROUP	CONSTRUCTION TYPE
5-1 (WAREHOUSE)		2B

FIRE PROTECTION SYSTEMS:
SPRINKLER SYSTEM - EXISTING + NEW
ALARM SYSTEM - EXISTING + NEW

MAX. BLD AREA (FAR 50%)	CODE	PROVIDED
147,674 SQFT		119,911 SQFT
LANDSCAPE AREA (FAR 20%)		12,505 SQFT

BUILDING	FRONT SETBACK	REAR SETBACK	SIDE SETBACK (EAST SIDE)	SIDE SETBACK (WEST SIDE)	BUILDING HEIGHT
	35'-0"	142'-1"	11'-0"	25'-3"	37'-2"

PARKING	FRONT SETBACK	REAR SETBACK	SIDE SETBACK (EAST SIDE)	SIDE SETBACK (WEST SIDE)	ENTRANCE
	20'-0"	24'-0"	10'-0"	10'-5"	

ENTRANCE	FRONT SETBACK	SIDE SETBACK (EAST SIDE)	HEIGHT
	20'-1"	11'-1"	73'-8"

INDEX OF DRAWINGS

- A-1 SITE PLAN
- A-2 FLOOR PLANS
- A-3 BUILDING ELEVATIONS
- A-4 SITE ENTRANCE & ELEVATIONS
- A-5 COLOR RENDERING
- A-6 COLOR RENDERING
- L-1 LANDSCAPE PLAN
- E-1 PHOTOMETRICS
- A TRUCK TURNING EXHIBIT

S.K.I. ARCHITECTURE
1645 W. GARDEN AVE. SUITE # 523
BARTLETT, IL 60010
630.343.3444 FAX: 630.343.3446
skia@skia.com bartlett@skia.com

PROJECT #:
PRINT DATE: 5-30-17
A-1

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Agenda Item Executive Summary

Item Name Zoning Ordinance Update - Chapters 13, 9 & 2 Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Chapter 13 - Administration and Enforcement (Partial)

- A Text Amendment to allow for the Administrative Review of Site Plans by the Technical Staff in conjunction with a Building Permit Application. This Text Amendment would expedite the Site Plan review and approval process if all of the bulk requirements in a particular zoning district are satisfied and no Rezoning, Special Use(s) and/or Variation(s) are requested. The proposed Administrative Site Plan Review process would save approximately three (3) months of review time from the current process. *The entire Chapter will be reviewed and modified at a future date.*

Chapter 9 - Planned Unit Developments(Partial)

- A modification for Site Plan Reviews and to allow Administrative Site Plan Reviews. *The entire Chapter will be reviewed and modified at a future date.*

Chapter 2 - Rules & Definitions (Partial)

- A modification to the definition of Planned Unit Development Plat to include Kane County in the list of Counties Bartlett is located in.

The Zoning Board of Appeals reviewed the proposed Text Amendments, conducted the public hearing and recommended approval at their September 7, 2017 meeting.

The Village Board Committee reviewed the Text Amendments at their meeting on October 3, 2017. The Committee forwarded the Petition on to the Village Board for a final vote.

ATTACHMENTS (PLEASE LIST)

CD Memo, Ordinance with amended language

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance: Move to approve Ordinance #2017-____ An Ordinance Amending the Bartlett Zoning Ordinance Chapter 2: Rules & Definitions, Chapter 9: Planned Unit Developments and Chapter 13: Administration and Enforcement
- Motion

Staff: Jim Plonczynski, Com Dev Director Date: 10/6/2017

COMMUNITY DEVELOPMENT MEMORANDUM
17-214

DATE: October 6, 2017

TO: Paula Schumacher, Village Administrator

FROM: Jim Plonczynski, Community Development Director

RE: **(#17-10) Administrative Site Plan Review Text Amendment-
Chapter 13 Administration and Enforcement (Partial),
Chapter 9 Planned Unit Developments (Partial), and
Chapter 2 Rules and Definitions (Partial)**

Current Procedure

The Village Board has asked the Staff to suggest amendments to the Municipal Code to streamline the development process and improve the overall service delivery. This Text Amendment to the Zoning Ordinance would allow Site Plans, Site Plan Amendments and Minor Amendments to approved Final PUD Plans to be reviewed and approved administratively as part of the Building Permit Application. The Administrative Review would still include the typical departmental reviews from Building, Community Development, Engineering/ Public Works, Police, Fire and IDOT/County Highway Departments (if needed) but could save approximately three (3) months of review time from the current process which requires:

1. The initial Site Plan Application,
2. Staff Routing/Distribution,
3. Staff Review,
4. Staff Review Letter,
5. Applicant's Response to the Staff's review letter,
6. Village Board Committee review,
7. Plan Commission review and recommendation,
8. Second Village Board Committee review, and
9. Village Board approval and Ordinance adoption.

Proposed Procedure

When a proposed development application is a permitted use within in a particular zoning district, meets the bulk requirements and does not require a Rezoning, Special Use(s) and/or Variation(s), the property owner/applicant would submit a Building Permit Application rather than submitting an application with Community Development and following the steps outlines above. The Building Permit Application would include the required Site Plan, Site Plan Amendment, or Minor Amendment to an approved Final PUD Plan, landscaping, building elevations, floor plans, color renderings and photometric plans as well as any engineering plans in tandem with

the submittal of the Building Permit Application. The Site Plan Checklist requirements currently outlined on the Community Development Site Plan Application would not change. Staff would encourage property owners/applicants to meet with the Technical Staff prior to submission to go over the Site Plan Checklist, so that all parties would have prior knowledge of the items required for a completed application and to expedite the review process.

If the site requires Rezoning, any Special Use Permit(s) and/or a Variation(s), the Petitioner would need to go through the current development review process.

Numerous municipalities, including Hanover Park, Streamwood, Carol Stream, Naperville, Addison, Carpentersville and Schaumburg, administratively review Site Plans in conjunction with a building permit application submittal.

The following is a list of petitions from the last 3 years that could have benefited from this Text Amendment:

- 2017-15: Acton Mobile Bluff City Industrial Park (Amendment to an Approved Final PUD Plan)
- 2017-09: Brewster Creek Business Park- Lot 9B2 Ridge BC2 (Site Plan)
- 2017-04: Brewster Creek Business Park- Lot 9M Muirfield West (Site Plan)
- 2016-15: Bartlett Little League Storage Shed (Amendment to an Approved Final PUD Plan)
- 2016-04: Blue Heron Business Park- Elgin Beverage (Site Plan)
- 2016-03: Brewster Creek Business Park- Lot 9B1 Greco Warehouse (Site Plan)
- 2015-23: Hanover Township parking lot (Site Plan Amendment)
- 2015-22: Brewster Creek Business Park- Lot 7D Rana (4th Site Plan Amendment)
- 2015-19: Brewster Creek Business Park- Lot 9L Ridge BC (Site Plan)
- 2015-18: Spring Lakes Mobile Home Park Playground (Site Plan)
- 2015-17: Mr. Car Wash vacuums (Site Plan Amendment)
- 2015-13: BAPS Phase 4 (PUD Plan Amendment)
- 2015-12: Brewster Creek Business Park- Lot 4F (Site Plan)

Total: 13 Petitions

Chapter 13 (Administration and Enforcement) is only being modified at this time for Site Plan Reviews and to allow Administrative Site Plan Reviews. *The entire Chapter will be reviewed and modified at a future date.*

Chapter 9 (Planned Unit Developments) is only being modified at this time to allow Minor Amendments to PUD Plans. *The entire Chapter will be reviewed and modified at a future date.*

Chapter 2 (Rules & Definitions) is only being modified at this time to include Kane County in the definition of Planned Unit Development Plat.

PLANNED UNIT DEVELOPMENT PLAT: A drawing or map made to measurable scale upon which is presented a description and definition of the way in which the design requirements of the planned unit development are to be met and intended for recording with the recorder of deeds of DuPage, Kane or Cook County or the registrar of titles of Cook County.

RECOMMENDATION

1. If the Zoning Ordinance Text Amendments are approved, the Building Code regarding Building Permit Application requirements would also need to be updated.
2. Staff recommends **approval** of the proposed Text Amendments to Chapters 13, 9 and 2 of the Zoning Ordinance.
3. The **Zoning Board of Appeals** reviewed the proposed Text Amendments, conducted the public hearing and recommended **approval** at their September 7, 2017 meeting.
4. The **Village Board Committee** reviewed the Text Amendment at their meeting on October 3, 2017. The Committee forwarded the Petition on to the Village Board for a final vote.
5. The Ordinance approving is attached for your review and consideration.

ORDINANCE 2017 - _____

**AN ORDINANCE AMENDING THE BARTLETT ZONING ORDINANCE
CHAPTER 2 : RULES AND DEFINITIONS, CHAPTER 9: PLANNED UNIT
DEVELOPMENTS AND CHAPTER 13: ADMINISTRATION AND ENFORCEMENT**

WHEREAS, the Village of Bartlett regulates development under the authority of its Zoning Ordinance and related ordinances; and

WHEREAS, the Bartlett Village Board amends these ordinances from time to time in the public interest; and

WHEREAS, the Bartlett Zoning Board of Appeals reviewed the Petition (Case #17-10) with respect to the text amendments (hereinafter set forth) and conducted the required public hearing on September 7, 2017 and has recommended to the Corporate Authorities that the said text amendments to Chapter 13, Chapter 9 and Chapter 2 of Title 10 of the Bartlett Municipal Code be granted;

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 Title 10 of the Bartlett Municipal Code, as amended, known as the Bartlett Zoning Ordinance, Chapter 13, Section 10-13-9: Site Plan Review, is hereby repealed.

SECTION TWO: That Title 10 of the Bartlett Municipal Code, known as the Bartlett Zoning Ordinance, is further amended by adding thereto and in place of the provisions repealed in Section One of this Ordinance, new Section 10-13-9 entitled "SITE PLAN REVIEW" as follows:

10-13-9: SITE PLAN REVIEW:

Prior to obtaining a building permit a Site Plan Review shall be required as part of a Development Application for a Rezoning, Special Use(s) and/or Variation(s) on any property located within an SR-5, SR-6, MH-1, P-1, Commercial, Office/Research or Industrial Zoning District.

A. Purpose And Intent: The purpose and intent of requiring a Site Plan Review is to ensure that Site Plans associated with a Rezoning, Special Use(s) and/or Variation(s) is/are otherwise in conformance with this title. The Site Plan should include the compatible arrangement of buildings, off-street parking, lighting, landscaping, ingress and egress, and stormwater control of the site and shall be designed in a manner that will promote safety and convenience for the public and will preserve property values of surrounding properties.

B. Procedure: The applicant shall file the required items as outlined in the Development Application Packet provided by the Village, as well as all supporting documents and fees. Once the Zoning Administrator has determined that the Development Application Packet is complete, the review process outlined in the Packet shall be followed.

C. Findings and Conditions of Approval: The Plan Commission shall review and make recommendations on a Site Plan, subject to the following findings of fact and any other conditions included in their recommendation:

1. That the proposed use is a permitted or special use in the district in which the property is located;
2. That the proposed arrangement of buildings, off-street parking, access lighting, landscaping and stormwater control 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 with the site;
5. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including the 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 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 11, Article A of this title, Landscape Requirements.

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

D. Assurance of Performance: As a condition of approval, the Village Engineer and/or Building Director may recommend that the applicant be required to file with the Village a Performance Guarantee approved by the Village Attorney to ensure completion of approved landscaping, fencing, utilities, parking and loading, storm water control and other items specified by the Village Engineer. The amount of the Performance Guarantee and the required completion date shall be recommended by the Village Engineer based on the Village Engineer's estimate of costs.

If upon inspection of the completed project by the Village Engineer, it is found that the conditions of the Site Plan have been met, the Village Engineer shall write a letter to the applicant and the Performance Bond Guarantee shall be released.

If the applicant does not complete the development of the items specified on the Site Plan within the time specified in its Guarantee, the Village Engineer shall give written notice of the incomplete items to the applicant and the surety or other Guarantor. If the site is not in conformance with the conditions of the Site Plan the Village will not accept the public improvement(s) and will not release the Performance Guarantee.

E. Building Permits: A Building Permit for earthmoving, construction, alteration, or any other purpose shall not be issued for a Site until a Site Plan is approved by the Village Board. Any earthmoving, construction or alteration determined not to be in substantial compliance with the approved Site Plan, in the opinion of the Building Director shall be a violation of this Title.

F. Amendments To An Approved Site Plan: Amendments to an approved Site Plan may be submitted to the Building Department as part of a Building Permit Application and reviewed in accordance with Section 10-13-9A (Administrative Site Plan Review). If a Rezoning, Special Use(s) and/or Variation(s) is/are requested as part of the amendment request, the Site Plan will be reviewed in accordance with Section 10-13-9 (Site Plan Review).

SECTION THREE: That Title 10 of the Bartlett Municipal Code, known as the Bartlett Zoning Ordinance, is further amended by adding thereto the newly created Section 10-13-9A entitled "ADMINISTRATIVE SITE PLAN REVIEW" as follows:

10-13-9A: ADMINISTRATIVE SITE PLAN REVIEW: An Administrative Site Plan Review may be submitted to the Building Department as part of a Building Permit Application if no Rezoning, Special Use(s) and/or Variation(s) is/are requested.

- A. Purpose and Intent:** The purpose and intent of requiring an Administrative Site Plan Review is to ensure that Site Plans are otherwise in conformance with this title, include the compatible arrangement of buildings, off-street parking, lighting, landscaping, ingress and egress and stormwater control of the site, and shall be designed in a manner that will promote safety and convenience for the public and will preserve property values of surrounding properties.
- B. Procedure:** The applicant shall file a Site Plan as part of the required Building Permit Application with all supporting documents and fees. Once the Building Director has determined that the Building Permit Application is complete, the review process outlined in Section 9-2-12 in the Building Code shall be followed.
- C. Assurance of Performance:** As a condition of approval, the Village Engineer and/or Building Director may recommend that the applicant be required to file with the Village a performance guarantee in the form of a surety bond or letter of credit or cash bond (the "Performance Guarantee") and approved by the Village Attorney to ensure completion of, and payment for, the approved landscaping, fencing, utilities, parking and loading, storm water control and other items specified by the Village Engineer. The amount of the Performance Guarantee and the required completion date shall be recommended by the Village Engineer based on the Village Engineer's approval of the estimate of costs.

If upon inspection of the completed project by the Village Engineer it is found that the conditions of the Site Plan have been met, the Village Engineer shall write a letter to the applicant, and the Performance Guarantee shall be released.

If the applicant does not complete the development of the items specified on the Site Plan and/or engineering plans within the time specified in its Performance Guarantee, the Village Engineer shall give written notice of the incomplete items to the applicant, and if a performance and payment bond was furnished as the Performance Guarantee, to the surety on said bonds, or if a letter of credit was furnished as the Performance Guarantee, to the issuer thereof. If the site is not in conformance with the conditions of the Site Plan, the approved engineering plans, the building permit, and/or the Performance Guarantee, the Village will not accept the public improvement(s) and will not release the Performance Guarantee, but may take action against the applicant and the surety on any surety bond, or draw upon any letter of credit, or cash bond, and may withhold the issuance of any occupancy permit.

- D. Building Permits:** A building permit for earthmoving, construction, alteration, or any other purpose shall not be issued for a Site until a Site Plan is approved by the Zoning Administrator, engineering plans have been approved by the Village Engineer (if applicable), and building plans have been approved by the Building Director, and a Performance Guarantee in form approved by the Village Attorney, has been posted or deposited with the Village. Any earthmoving, construction or alteration determined not to be in substantial compliance with the approved Site Plan, engineering plans, building plans, and/or the building permit(s), or any of them, in the opinion of the

Building Director, shall be a violation of this Chapter and cause for revocation of the building permit and entitle the Village to take action on the Performance Guaranty.

E. Amendments To An Approved Administrative Site Plan: Amendments to an Approved Administrative Site Plan may be submitted as part of a Building Permit Application and reviewed in accordance with this section (Administrative Site Plan Review). If a Rezoning, Special Use(s) and/or Variation(s) is/are requested, then the plans will be reviewed in accordance with Section 10-13-9 (Site Plan Review).

SECTION FOUR: That Title 10 of the Bartlett Municipal Code, known as the Bartlett Zoning Ordinance, Chapter 9, Section 10-9-10 entitled “Final Development Plan”, is hereby repealed as follows:

“10-9-10: FINAL DEVELOPMENT PLAN:”

SECTION FIVE: That Title 10 of the Bartlett Municipal Code, known as the Bartlett Zoning Ordinance, is further amended by adding thereto and in place of the title to Section 10-9-10 repealed by Section Four of this Ordinance, the new title to Section 10-9-10 as follows:

“10-9-10: FINAL PUD PLAN:”

SECTION SIX: That Title 10 of the Bartlett Municipal Code, known as the Bartlett Zoning Ordinance, is further amended by adding thereto the newly created Section 10-9-10A 10 entitled “MINOR AMENDMENTS TO APPROVED FINAL PUD PLANS”, as follows:

10-9-10A: MINOR AMENDMENTS TO APPROVED FINAL PUD PLANS: A Minor Amendment (as determined by the Zoning Administrator) to an Approved Final PUD Plan may be submitted to the Building Department as part of a Building Permit Application if no Rezoning, Special Use(s) and/or Variation(s) is/are requested, and/or any such amendment or required modification to an Approved Final PUD Plan is of such size and scope that it would not require rezoning, a special use permit or variation if the subject property fell within a traditional zoning classification, or varies less than 10% from the dimensions on the Approved Final Site Plan.

SECTION SEVEN: That Title 10 of the Bartlett Municipal Code, as amended, known as the Bartlett Zoning Ordinance, Chapter 2, Section 2: Definitions, is hereby amended to repeal the following definition:

“PLANNED UNIT DEVELOPMENT PLAT: A drawing or map made to measurable scale upon which is presented a description and definition of the way in which the design requirements of the planned unit development are to be met and intended for recording with the recorder of deeds of DuPage or Cook County or the registrar of titles of Cook County.”

SECTION EIGHT: That Title 10 of the Bartlett Municipal Code, known as the Bartlett Zoning Ordinance, is further amended by adding thereto and in place of the provision repealed in Section Seven of this Ordinance, the following new definition to Chapter 2, Section 2: Definitions, as follows:

PLANNED UNIT DEVELOPMENT PLAT/PLAN: A drawing or map made to measurable scale upon which is presented a description and definition of the way in which the design requirements of the planned unit development are to be met and intended for recording with the recorder of deeds of DuPage, Kane or Cook County or the registrar of titles of Cook County.

SECTION NINE: 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 TEN: 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 ELEVEN: EFFECTIVE DATE. This Ordinance shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: **October 17, 2017**

APPROVED: **October 17, 2017**

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

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

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2017-_____ enacted on October 17, 2017 and approved on October 17, 2017 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name Zoning Ordinance Update - Chapters 3 & 5 Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Chapter 5 - OR Office/Research District

- Condensed from 6 pages to 3 with the utilization of charts.

Policy Issues:

- Churches/Religious Institutions/Places of Assembly have been incorporated into this updated OR Office/Research Zoning District similar to what was approved in the Residential Zoning Districts regarding size and whether it is a permitted or special use.

Chapter 3 - Accessory Uses, Buildings and Structures

Housekeeping Issues- Section 10-3-5 (REGULATIONS FOR SPECIFIC STRUCTURES AND USES)

- A modification and deletion of repeated language regarding commercial vehicles which was updated as part of Chapter 4A (Residential Districts)

The **Zoning Board of Appeals** reviewed the proposed Text Amendments, conducted the public hearing and recommended **approval** at their September 7, 2017 meeting.

The **Village Board Committee** reviewed the Text Amendments at their meeting on October 3, 2017. The Committee forwarded the Petition on to the Village Board for a final vote.

ATTACHMENTS (PLEASE LIST)

CD Memo and Ordinance with amended language

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance- Move to approve Ordinance #2017-____ An Ordinance Amending the Bartlett Zoning Ordinance Chapter 5: OR Office/Research District and Chapter 3: Accessory Uses, Buildings and Structures
- Motion

Staff: Jim Plonczynski, Com Dev Director Date: 10/6/2017

COMMUNITY DEVELOPMENT MEMORANDUM
17-213

DATE: October 6, 2017

TO: Paula Schumacher, Village Administrator

FROM: Jim Plonczynski, Community Development Director

RE: **Zoning Ordinance Updates – Chapter 5 – OR Office/Research District
Chapter 3 – Accessory Uses, Buildings
and Structures (Housekeeping)**

CHAPTER 5 – OR OFFICE/RESEARCH DISTRICT

Attached for your review is the draft Ordinance for Chapter 5 of the Zoning Ordinance. ***The previous chapter was 6 pages in length; the revised Chapter 5 has been condensed to just 3 pages.*** Charts are now being utilized to be more user friendly and categories are being condensed, thereby simplifying the Ordinance.

POLICY ISSUES

Staff updated this Section to match the regulations regarding Places of Assembly, Religious Institutions and Lodges (fraternal and civic) within the Residential Zoning Districts previously approved by the Zoning Board of Appeals and Village Board.

In this revised ordinance, Places of Assembly, Religious Institutions, Lodges (fraternal and civic), equal or less than 10,000 sq. ft. would be permitted by right in the OR Office/Research Zoning District, and as a Special Use if greater than 10,000 sq. feet,

Staff believes this revised ordinance more closely meets the Religious Land Use and Institutionalized Persons Act requirements.

CHAPTER 3- ACCESSORY USES, BUILDINGS AND STRUCTURES

HOUSKEEPING ISSUES- Section 10-3-5 (REGULATIONS FOR SPECIFIC STRUCTURES AND USES)

Chapter 4A (Residential Zoning Districts) was approved by Ordinance #2017-24 (*An Ordinance Amending the Bartlett Zoning Ordinance Chapter 4A: Residential Districts and Chapter 2: Rules and Definitions*) on March 21, 2017, however two sections in Chapter 3 regarding Commercial Vehicles need to be officially modified and repealed by an Ordinance for codification purposes.

The following is to be **modified** from Section 10-3-5.E.14:

14. Any commercial vehicle in connection with the home occupation which is stored or parked on the lot must be in accordance with ~~subsection L of this section.~~ **the regulations in Chapter 4A of this title.**

The following is to **be deleted** from Section 10-3-5.L of the Zoning Ordinance:

- ~~L. Vehicles, Commercial: Commercial vehicles, including those that contain equipment racks to carry commercial equipment and those that have signage and lettering on any side, front or rear of the vehicle, may be parked or stored on a residential zoning lot if located within a fully enclosed garage; or if visible from adjacent rights of way or properties, shall meet all of the following requirements:~~
- ~~1. The commercial vehicle must display an A, B or D license plate; provided, however, a commercial vehicle with a D license plate shall not exceed a height of eight feet six inches (8'6") tall measured from the existing grade to the top of the vehicle roof;~~
 - ~~2. The commercial vehicle must be parked on a paved surface at least ten feet (10') from the side or rear property line of the zoning lot;~~
 - ~~3. The equipment and materials stored in the bed of a pickup or flatbed truck must be covered by a commercially manufactured bed cap, cover (e.g., tonneau cover) or tarp; and~~
 - ~~4. The commercial vehicle must be owned or legally controlled by one of the owners or occupants of the principal use.~~

RECOMMENDATION

1. Staff recommends **approval** of the proposed Text Amendments to Chapters 5 and 3 of the Zoning Ordinance.
2. The **Zoning Board of Appeals** reviewed the proposed Text Amendments, conducted the public hearing and recommended **approval** at their September 7, 2017 meeting.
3. The **Village Board Committee** reviewed the Text Amendments at their meeting on October 3, 2017. The Committee forwarded the Petition on to the Village Board for a final vote.
4. The Ordinance approving with amended language is attached for your review and consideration.

ORDINANCE 2017 - _____

**AN ORDINANCE AMENDING THE BARTLETT ZONING ORDINANCE
CHAPTER 5: OR OFFICE/RESEARCH DISTRICT AND CHAPTER 3: ACCESSORY
USES, BUILDINGS AND STRUCTURES**

WHEREAS, the Village of Bartlett regulates development under authority of its Zoning Ordinance and related ordinances; and

WHEREAS, the Bartlett Village Board amends these ordinances from time to time in the public interest; and

WHEREAS, the Bartlett Zoning Board of Appeals reviewed the Petition (Case #17-20) with respect to the Text Amendment and conducted the required public hearing on September 7, 2017 and has recommended to the corporate authorities that the Text Amendment for Chapter 5 and Chapter 3 be granted; and

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

SECTION ONE: That Title 10, Chapter 5 Article A. OR Office/Research District, and Sections 10-5A-1, 10-5A-2, 10-5A-3, 10-5A-4, 10-5A-5, 10-5A-6 and 10-5A-7 of the Bartlett Municipal Code, as amended, known as the Bartlett Zoning Ordinance, are hereby repealed in their entirety.

SECTION TWO: That Title 10, Chapter 5 of the Bartlett Municipal Code, known as the Bartlett Zoning Ordinance, is further amended by adding thereto and in place of Article A repealed in Section One of this Ordinance, new Chapter 5 entitled "OR OFFICE/RESEARCH DISTRICT" and new Sections 10-5-1, 10-5-2, 10-5-3 and 10-5-4 as follows:

CHAPTER 5 OR OFFICE/RESEARCH DISTRICT

Organization:

- 10-5-1: Uses in the OR Office/Research District
- 10-5-2: Additional Development Standards for Specific Uses
- 10-5-3: Special Requirements in the OR Office/Research District
- 10-5-4: Area, Bulk, Density and Setback Requirements

10-5-1: USES IN THE OR OFFICE/RESEARCH DISTRICT:

A. Permitted Uses:

Uses identified with a “P” in Table 5-1 are permitted as of right in the OR Office/Research District, provided that uses comply with all other applicable standards of this Ordinance. No building or premises improved or unimproved shall be used, and no building shall be hereafter erected, converted, enlarged, reconstructed, or structurally altered, except for a purpose permitted in the district in which the building or land use is located as shown in Table 5-1, except for: Uses lawfully established prior to the effective date of this Ordinance or in accordance with Chapter 10, Nonconforming Lots, Buildings and Uses, of this Ordinance.

B. Special Uses: Uses identified with an “S” in Table 5-1 are considered special uses and may be permitted in the subject district only after review and approval in accordance with Chapter 13 (Administration and Enforcement) of this Ordinance.

C. Prohibited Uses: Uses listed in Table 5-1 and not identified with a “P” or “S” are expressly prohibited in the subject district. Uses not listed in Table 5-1 are also prohibited; however, the Village Board, upon recommendation from the Plan Commission, may permit a use that is not listed in accordance with Section 10-1-3.F of this Ordinance.

D. Accessory Uses: Accessory Uses are permitted in the OR Office/Research District as regulated in Chapter 3 (Accessory Uses, Buildings and Structures) of this Ordinance.

**TABLE 5-1
USES IN THE OR OFFICE/RESEARCH DISTRICT**

USE	OR	Additional Standards
RESIDENTIAL USES		
Community Residence	S	10-5-2
Residential Rehab/ Personal Care Facility	S	
Residential uses on the second floor & above	P	
Senior Housing	S	
NONRESIDENTIAL USES		
Day Care, Center (Adult or Child)	S	
Financial institutions	P	
Fitness/Recreation facilities	S	
Hospitals	S	
Medical and dental clinics	P	
Motor Vehicle service stations	S	10-5-2

USE	OR	Additional Standards
Offices, business and professional, including research facilities and tech centers or laboratories	P	
Places of Assembly, Religious Institutions, Lodge (fraternal and civic) equal or less than 10,000 sq. ft.	P	
Places of Assembly, Religious Institutions, Lodge (fraternal and civic) greater than 10,000 sq.ft.	S	10-5-2
Public/Government Facility	P	
Restaurants (including outdoor seating)	P	
Restaurants with Liquor	S	
Schools (Professional, colleges or universities) Private or Public (Nonboarding)	P	
Urgent Care Facilities	P	
MISCELLANEOUS USES		
Accessory Uses/Structures	P	10-5-2
Planned Unit Development (Plan)	S	10-9
Utilities (Private), Cellular Tower	S	

10-5-2: ADDITIONAL DEVELOPMENT STANDARDS FOR SPECIFIC USES IN THE OR OFFICE/RESEARCH DISTRICT:

A. Community Residence:

1. A Community Residence shall have a maximum of eight (8) unrelated persons residing in it, with a minimum of one but not more than three (3) paid professional support staff provided by the sponsoring agency, either living with the residents on a twenty four (24) hour basis, or present whenever residents are present at the dwelling to provide supervision and support.
2. The Community Residence is located at least (1,200') feet, measured in all directions, from any other building used as a Community Residence pursuant to this Title, or a "Community Residence " as defined pursuant to any adjacent jurisdiction's Zoning Ordinance.
3. Services, including, but not limited to, counseling and other treatment shall be provided for only persons residing at the Community Residence.

B. Motor Vehicle Service Stations:

1. No major repair, body and fender work.
2. No painting of vehicles.
3. No storage of vehicles.
4. No rental of cars, trucks or trailers.
5. All work shall be conducted within a completely enclosed building.

C. Places of Assembly, Religious Institutions and Lodges (Fraternal and Civic): A Traffic Impact Study shall be required for all places of assembly, religious institutions, lodges (fraternal and civic) greater than 10,000 square feet.

10-5-3: SPECIAL REQUIREMENTS IN THE OR OFFICE/RESEARCH DISTRICT:

A. Office/Research Uses: All uses, including storage, shall be conducted within completely enclosed buildings, unless otherwise stated in this Title.

- B. **Underground Utilities:** All utilities shall be located underground.
- C. **Traffic Analysis:** If required, the traffic analysis shall be prepared by a qualified traffic engineer and subject to review and approval by the Village Board.
- D. **Site Plan Review:** A Site Plan Review or Administrative Site Plan Review and approval in accordance with the regulations in Chapter 13 of this Title shall be required prior to the approval of a building permit for any property in the OR District, or prior to the rezoning of property to an OR District.
- E. All uses shall conform to the applicable requirements set forth in this Title.

10-5-4: AREA, BULK, DENSITY AND SETBACK REQUIREMENTS:

- A. **Scope and Applicability of Requirements:** Except as may be provided elsewhere in this Ordinance, the provisions of this Chapter shall establish the minimum and maximum requirements of area, bulk, density, and setbacks for the OR Office/Research District. No building or structures shall be erected, converted, enlarged, reconstructed, or structurally altered in violation of the requirements of this Chapter.

**TABLE 5-2
OR OFFICE/RESEARCH DISTRICT BULK REGULATIONS**

Minimum Contiguous Area		2 Acres
Minimum Lot Area		Sufficient Area to Accommodate the Use
Minimum Lot Width		60'
Maximum Building Height		50' ⁽¹⁾
Maximum Lot Coverage (including accessory buildings)		30%
Maximum Floor Area Ratio		0.5
Required Yards	Front Yard	30'
	Side Yard	15'
	Corner Side Yard	30'
	Side Yard adjacent to a Residential District	30'
	Rear Yard	30'
Parking Setbacks	Front Yard	20'
	Side Yard	10'
	Corner Side Yard	20'
	Rear Yard	15'
Open Space Requirement		20%
⁽¹⁾ Any structure exceeding the height shall require a Special Use Permit.		

SECTION THREE: That Title 10, Chapter 3, Section 10-3-5:E.14 under 'Regulations for Specific Structures and Uses: Home Occupation' of the Bartlett Municipal Code, known as the Bartlett Zoning Ordinance, is hereby repealed.

SECTION FOUR: That Title 10 of the Bartlett Municipal Code, known as the Bartlett Zoning Ordinance, is further amended by adding thereto and in place of the provision repealed in Section Three of this Ordinance, new section 10-3-5:E.14, as follows:

14. Any commercial vehicle in connection with the home occupation which is stored or parked on the lot must be in accordance with the regulations in Chapter 4A of this title.

SECTION FIVE: That Title 10, Chapter 3, Section 10-3-5:L of the Bartlett Municipal Code, known as the Bartlett Zoning Ordinance, is hereby repealed.

SECTION SIX: 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 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 upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: **October 17, 2017**

APPROVED: **October 17, 2017**

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

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

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2017-_____ enacted on October 17, 2017 and approved on October 17, 2017 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name Brewster Creek TIF General Subaccount, Payout #5 Committee or Board Board

Budget Impact

<i>Amount:</i>	\$94,097.55	<i>Budgeted</i>	\$94,097.55
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<i>List what fund</i>	Brewster Creek TIF Project
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Executive Summary

Attached is a resolution and several documents to approve the 5th payout request from the Brewster Creek TIF General Subaccount. The total request is \$94,097.55. The attachments are various documents required by the Village's redevelopment agreement.

Attachments (please list)

Finance Department Memo
Resolution
Requests for Payment
Owner's Sworn Statement
Village Engineer letter

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution Number 2017-_____ A Resolution Approving of Disbursement Request for Payout No. 5 from the General Subaccount, Totaling \$94,097.55 for costs of improvements for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

Staff: Todd Dowden, Finance Director

Date: October 9, 2017

**Village of Bartlett
Finance Department Memo
2017 - 33**

DATE: October 9, 2017
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: Brewster Creek TIF Payout Request

Attached is a resolution and several documents to approve the 5th payout request from the General Subaccount. The total request is \$94,097.55. The attachments are various documents required by the Village's redevelopment agreement. The attachments include:

1. Resolution Approving of Disbursement Request
2. Request for Payment of Costs from General Subaccount
3. Owner's Sworn Statement
4. Village Engineer letter concurring with Disbursement Request

Upon approval of the resolution, these funds will be paid to Chicago Elmhurst Stone from the General Subaccount in the amount of \$94,097.55.

MOTION: I move to approve Resolution Number 2017-_____ A Resolution Approving of Disbursement Request for Payout No. 5 from the General Subaccount Totaling \$94,097.55 for costs of improvements for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

RESOLUTION 2017 - _____

**A RESOLUTION APPROVING OF DISBURSEMENT REQUEST FOR
PAYOUT NO. 5 FROM THE GENERAL SUBACCOUNT, TOTALING \$94,097.55 FOR
COSTS OF IMPROVEMENTS FOR THE ELMHURST CHICAGO STONE
BARTLETT QUARRY REDEVELOPMENT PROJECT**

WHEREAS, ECS has submitted an owner's sworn statement, general contractor's sworn statement, waivers of lien, invoices and other documentation (the "Supporting Documentation") concerning the Bartlett Quarry Redevelopment Project in support of its Memorandum of Payment Request No. 5, which is attached hereto as Exhibit A, which is in the total amount of \$94,097.55 in accordance with Section 12-1 of the Redevelopment Agreement to support eligible Project Costs which documentation has been reviewed and approved by the Village Engineer, and he has concurred with the Developer's Engineer that the work has been completed and materials are in place as indicated by the Memorandum of Payment Request No. 5; and

WHEREAS, pursuant to the Redevelopment Agreement dated as of November 1, 1999 between the Village and Elmhurst Chicago Stone Company ("ECS"), the Village agreed to issue tax increment revenue bonds from which certain TIF eligible expenses related to the Bartlett Quarry Redevelopment Project (the "Project Costs") are to be reimbursed according to certain procedures for payment; and

WHEREAS, the Village currently has on hand the sum of \$94,773.57 in the General Subaccount, said monies being limited incremental property taxes remaining to the credit of the Public Redevelopment Projects Account of the special Tax Allocation Fund as provided in the FIRST SUPPLEMENTAL INDENTURE OF TRUST dated September 1, 2016 between the Village of Bartlett and Wells Fargo, N.A. concerning the Bartlett Quarry Redevelopment Project (the "2016 Supplemental Indenture"); and

WHEREAS, ECS has delivered to the Village its fifth Request for Payment of Costs of Improvements for the Bartlett Quarry Redevelopment Project Area from the General Subaccount attached hereto as Exhibit B, requesting disbursement of \$94,097.55 to pay eligible TIF expenses; and

WHEREAS, ECS' Memorandum of Payment Request No. 5 and the supporting documents and Request for Payment are in accord with the terms of the Redevelopment Agreement;

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

SECTION ONE: The Memorandum of Payment No. 5 of Elmhurst Chicago Stone Company requesting payment in the sum of \$94,097.55 attached hereto as Exhibit A is hereby approved.

SECTION TWO: The Request for Payment of Costs of Improvements for the Bartlett Quarry Redevelopment Project Area from the General Subaccount appended hereto as Exhibit B requesting disbursement of \$94,097.55 is hereby approved.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED

APPROVED

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, 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 appeared from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

MEMORANDUM OF PAYMENT REQUEST NO. 5

Pursuant to the **REDEVELOPMENT AND FINANCING AGREEMENT** (the "Agreement") between the **VILLAGE OF BARTLETT** (the "Village") and **ELMHURST-CHICAGO STONE COMPANY** (the "Developer"), dated November 4, 1999, the Developer hereby submits a signed Memorandum of Payment pursuant to Section 12-2 of said Agreement. Attached to this Memorandum of Payment is the following:

1. Documentation which authorizes and requests partial payment; and
2. Documentation which sets forth payments by the Developer of the invoices for which partial payments is being requested; and
3. Such other documentation as is required by Section 12-1.C of the Agreement.
4. Developer requests payment in the sum of \$ 94,097.55 (payable from the General Subaccount Fund).

ELMHURST-CHICAGO STONE COMPANY

By: Kenneth J. Palmer

Dated: 10-3-17

**REQUEST FOR PAYMENT OF COSTS
OF IMPROVEMENTS FOR THE BARTLETT QUARRY REDEVELOPMENT
PROJECT AREA FROM THE GENERAL SUBACCOUNT**

TO: Village of Bartlett
228 South Main Street
Bartlett, Illinois, 60103
Attention: James Plonczynski

RE: Disbursement from the \$1,258,657 balance of all Limited Incremental Property Taxes remaining to the credit of the Public Redevelopment Projects Account of the Special Tax Allocation Fund on deposit in the General Subaccount as provided in the FIRST SUPPLEMENTAL INDENTURE OF TRUST dated September 1, 2016 between the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois and Wells Fargo Bank, N.A. (Bartlett Quarry Redevelopment Project)

Amount Requested: \$ 94,097.55
Request No.: 5
Total Disbursements to Date: 4

1. Elmhurst-Chicago Stone Company (the "Developer") hereby requests that the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Village") pursuant to the First Supplemental Indenture of Trust dated September 1, 2016 (the "2016 Supplemental Indenture") disburse the Amount Requested above from the General Subaccount. All capitalized terms herein shall have the meanings assigned to them in the Ordinance.

2. In connection with the requested disbursement, the Village and the Developer hereby certifies as follows:

(a) This written requisition is for payment of Costs of Project in connection with the issuance of the above-referenced Bonds or reimbursement for the Costs of the Project as detailed in Schedule 1.

(b) The Developer has complied with all requirements under the Act and the Ordinance relating to the disbursement request.

(c) The Village Engineer has inspected the work for which payment is requested and has confirmed that the work for which payment is requested has been completed and payment therefor should be approved.

(d) Payment instructions sufficient to make the requested payment of \$ 94,097.55 are set forth in Schedule 2.

(e) No portion of the disbursement was set forth in any previous request for payment.

(f) The Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.

VILLAGE OF BARTLETT, COOK, DUPAGE
AND KANE COUNTIES, ILLINOIS

ELMHURST-CHICAGO STONE COMPANY,
a Delaware corporation

By: _____
Its: _____

By: *Kenneth J. Lohman*
Its: *VP*

SCHEDULE 1

Cost of the Improvements

Martam Construction	Lot 12 A, B & C Mass Grading	\$ 94,097.55
	Total	<u>\$ 94,097.55</u>

**BREWSTER CREEK BUSINESS PARK
DEVELOPER NOTE
OWNER'S SWORN STATEMENT
9/11/2017**

Commitment No.

State of Illinois, County of DuPage

THE AFFIANT, Kenneth J. Lahner, being duly sworn on oath deposes and says that he is Vice President of Elmhurst Chicago Stone Company, 400 West 1st Street, Elmhurst, IL 60126, owner for the premises known as in DuPage County, Illinois

That, for the purposes of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for and have done or re doing labor on said improvement. That there is due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of such persons, the amounts paid and the amount due or to become due to each.

Description of Public Redevelopment Project	Original Developer Note Eligible Dollars	Name & Address	Original Contracted Amounts	Extras to Contract	Current Contracted Amounts	Gross Billings to Date	Retention	Net Amount Previous Payments	Net Amount This Payment
Design & Permitting	\$ 365,000.00		\$ 222,915.00	\$ 18,638.00	\$ 241,553.00				\$ -
Lot 12 A, B & C Topographic Survey		V3 Companies 7325 Janes Ave Woodridge, IL 60517	\$ 9,750.00	\$ -	\$ 9,750.00	\$ 10,250.00	\$ -	\$ 10,250.00	\$ -
Lot 12 A, B & C Land Planning		V3 Companies 7325 Janes Ave Woodridge, IL 60517	\$ 1,462.50	\$ -	\$ 1,462.50	\$ 1,462.50	\$ -	\$ 1,462.50	\$ -
Lot 12 A, B & C Mass Grading & Munger Road Turn		V3 Companies 7325 Janes Ave Woodridge, IL 60517	\$ 65,000.00	\$ 750.00	\$ 65,750.00	\$ 65,750.00	\$ -	\$ 65,750.00	\$ -
Lot 12A Soil Borings		Geo Services Inc 805 Amherst Court, Suite 204 Naperville, IL 60565	\$ 21,870.00	\$ 3,675.00	\$ 25,545.00	\$ 25,545.00	\$ -	\$ 25,545.00	\$ -
Lot 12 B & C Soil Borings		Geo Services Inc 805 Amherst Court, Suite 204 Naperville, IL 60565	\$ 19,655.00	\$ -	\$ 19,655.00	\$ 19,655.00	\$ -	\$ 19,655.00	\$ -
General Engineering/Survey Services		V3 Companies 7325 Janes Ave Woodridge, IL 60517	\$ 5,177.50	\$ 14,213.00	\$ 19,390.50	\$ 19,390.50	\$ -	\$ 19,390.50	\$ -
Preliminary Cook County Mass Grading Plans		V3 Companies 7325 Janes Ave Woodridge, IL 60517	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -
Spitzer Road Design		V3 Companies 7325 Janes Ave Woodridge, IL 60517	\$ 60,000.00	\$ -	\$ 60,000.00	\$ 60,000.00	\$ -	\$ 60,000.00	\$ -
Dry Utility Coordination Spitzer Road		V3 Companies 7325 Janes Ave Woodridge, IL 60517	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 4,242.50	\$ -	\$ 4,242.50	\$ -
Construction Management	\$ 810,000.00		\$ 250,000.00	\$ -	\$ 250,000.00				\$ -
Lot 12 A, B & C Construction Management		V3 Companies 7325 Janes Ave Woodridge, IL 60517	\$ 160,000.00	\$ -	\$ 160,000.00	\$ 75,000.00	\$ -	\$ 75,000.00	\$ -
Spitzer Road Construction Management		V3 Companies 7325 Janes Ave Woodridge, IL 60517	\$ 90,000.00	\$ -	\$ 90,000.00	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -

Earthwork	\$ 6,551,460.00		\$ 1,818,493.15	\$ 187,003.70	\$ 2,005,496.85				\$ 94,097.55
Lot 12 A, B & C Earthwork		Martam Construction 1200 Gasket Drive Elgin, IL 60120	\$ 1,768,396.15	\$ 187,003.70	\$ 1,955,399.85	\$ 889,675.03	\$ 88,967.50	\$ 706,609.98	\$ 94,097.55
Lot 12 B & C Materials Testing		Geo Services Inc 805 Amherst Court, Suite 204 Naperville, IL 60565	\$ 50,097.00	\$ -	\$ 50,097.00	\$ 11,065.00	\$ -	\$ 11,065.00	\$ -
Roadways & Paths	\$ 1,372,980.00		\$ 996,675.99	\$ -	\$ 996,675.99				\$ 0.00
Spitzer Road Construction		Martam Construction 1200 Gasket Drive Elgin, IL 60120	\$ 996,675.99	\$ -	\$ 996,675.99	\$ 58,306.59	\$ 5,830.66	\$ 52,475.93	\$ 0.00
Sanitary Sewers	\$ 60,000.00		\$ -	\$ -	\$ -				\$ -
Miscellaneous	\$ 1,460,000.00		\$ 46,200.00	\$ -	\$ 46,200.00				\$ -
Minador Wetland Maintenance		V3 Companies 7325 Janes Ave Woodridge, IL 60517	\$ 46,200.00	\$ -	\$ 46,200.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -
Contingency	\$ 2,019,652.00		\$ -		\$ 465,744.35				
OVERALL TOTAL	\$ 12,639,092.00		\$ 3,334,284.14	\$ 205,641.70	\$ 3,539,925.84				\$ 94,097.55

It is understood that the total amount paid to date plus the amount requested in the application shall not exceed 100% of the cost of work completed to date.

I agree to furnish Waivers of Lien for the materials under my contract when demanded

Kenneth J. Larson

Subscribed and sworn before me this 3rd day of October, 2017

The above Sworn Statement should be obtained by the owner before each and every payment

Eric H. Larson
Notary



October 6, 2017

Mr. Todd Dowden, Director of Finance

RE: **2016 GENERAL SUBACCOUNT FUND REQUEST #5 – RELATIVE TO THE REDEVELOPMENT AND FINANCING AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND ELMHURST CHICAGO STONE COMPANY**

Dear Todd:

We are herein submitting information relative to the above referenced payment request for the redevelopment of the Elmhurst Chicago Stone Company property in Bartlett. Included as part of the documentation is:

- The **2016 General Subaccount Fund Request #5** from Elmhurst Chicago Stone Company requesting payment in the amount of **\$94,097.55** to reimburse itself for monies spent on the project for the period of **August 31, 2017** through **September 30, 2017**;
- An Owner's Sworn Statement listing the contractors and material suppliers with the total contract price, amounts previously paid, amount to be paid this request and the balance due on each respective contract.

We have also reviewed:

- Executed contracts, agreements for services and purchase orders;
- Contractor invoices, work completion and amounts paid or retained;
- Partial or final waivers of lien and sworn statements for each contractor or vendor receiving payment on this draw.

All documentation provided and reviewed meets the requirements of Section 12-1 of the Redevelopment and Financing Agreement between the Village of Bartlett and Elmhurst Chicago Stone Company.

We have also reviewed the certification of Martam Construction, stating that the work has been completed and materials are in place as indicated on the **2016 General Subaccount Fund Request #5**. Based on periodic field observations and review of the supporting documents submitted, we concur with the opinion of Martam Construction, that the work has been completed and materials are in place as indicated in the **2016 General Subaccount Fund Request #5**, covered by the dates August 31, 2017 through September 30, 2017.

Please contact our office if there are any questions.

Bartlett Village Engineer

A handwritten signature in black ink, appearing to read "R. Allen", written in a cursive style.

Robert Allen, P.E.

cc: Dan Dinges, P.E., Director of Public Works
Kenneth Lahner, Elmhurst Chicago Stone Company
Bryan Mraz, Village Attorney



Agenda Item Executive Summary

Item Name Brewster Creek TIF Developer Note #4, Payout #2 Committee or Board Board

BUDGET IMPACT

Amount: \$440,600 *Budgeted* \$440,600

List what fund Brewster Creek TIF Project

EXECUTIVE SUMMARY

Brewster Creek Public Improvements - TIF Developer Note #4, Payout #2

ATTACHMENTS (PLEASE LIST)

Finance Memo
Resolution
Memorandum of Payment
Schedule of Costs
Village Engineer letter

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution Number 2017-_____ A Resolution Approving of Disbursement Request for Payout No. 2 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

Staff: Todd Dowden, Finance Director

Date: October 9, 2017

Village of Bartlett
Finance Department Memo
2017 - 32

DATE: October 9, 2017

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director

SUBJECT: Brewster Creek TIF Developer Note #4 Payout Request #2

In September 2016, the Board authorized the Village to issue Developer Note #4, not to exceed \$11,500,000 to Elmhurst Chicago Stone for continuing the public improvements in the Brewster Creek TIF. Elmhurst Chicago Stone advances funds from their own sources and receives a note from the Village to get reimbursement if and when there is sufficient tax increment to do so and after all other TIF obligations are paid.

Attached is a resolution and several documents to approve the 2nd developer note #4 payout request for the Brewster Creek TIF development. The total amount is \$440,600. The attachments are various documents required by the Village's redevelopment agreement. The attachments include:

1. Resolution Approving of Disbursement Request
2. Memorandum of Payment
3. Schedule of Costs
4. Village Engineer letter concurring with Disbursement Request

Upon approval of the resolution, the note will be executed and the amount tracked for payment as increment becomes available.

MOTION: I move to approve Resolution Number 2017-_____ A Resolution Approving of Disbursement Request for Payout No. 2 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

RESOLUTION 2017-

A RESOLUTION APPROVING OF DISBURSEMENT REQUEST FOR PAYOUT NO. 2 FROM THE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES 2016 FOR THE ELMHURST CHICAGO STONE BARTLETT QUARRY REDEVELOPMENT PROJECT

WHEREAS, pursuant to the Redevelopment Agreement dated as of November 1, 1999 between the Village and Elmhurst Chicago Stone Company (“ECS”), the Village agreed to issue subordinate lien tax increment revenue notes from which certain TIF eligible expenses related to the Bartlett Quarry Redevelopment Project (the “Project Costs”) are to be reimbursed according to certain procedures for payment; and

WHEREAS, the Village passed an Ordinance providing for the issue of certain Subordinate Lien Tax Increment Revenue Notes, Series 2016, in an amount not to exceed \$11,500,000 (the “Series 2016 Subordinate Note”); and

WHEREAS, ECS has delivered to the Village its second Memorandum of Payment requesting that it be reimbursed the sum of \$440,513.01 in Project Costs for Payout No. 2 from the Subordinate Lien Tax Increment Revenue Note; and

WHEREAS, ECS has submitted an owner’s sworn statement, general contractor’s sworn statement, waivers of lien, invoices and other documentation (the “Supporting Documentation”) in support of its second Memorandum of Payment request in accordance with Section 12-1 of the Redevelopment Agreement to support eligible Project Costs which documentation has been reviewed and approved by the Village Engineer, and he has concurred with the Developer’s Engineer that the work has been completed and materials are in place as indicated by the second Memorandum of Payment request; and

WHEREAS, The Series 2016 Subordinate Note requires advances to be in even increments of \$100,

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

SECTION ONE: The Memorandum of Payment No. 2 of Elmhurst Chicago Stone Company requesting reimbursement from the Series 2016 Subordinate Note in the sum of \$440,600.00 is hereby approved.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED October 17, 2017

APPROVED October 17, 2017

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

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

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2017- , enacted on October 17, 2017 and approved on October 17, 2017, as the same appeared from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

DEVELOPER NOTE #4

MEMORANDUM OF PAYMENT NO. 2

Pursuant to the **REDEVELOPMENT AND FINANCING AGREEMENT** (the "Agreement") between the **VILLAGE OF BARTLETT** (the "Village") and **ELMHURST-CHICAGO STONE COMPANY** (the "Developer"), dated November 4, 1999, the Developer hereby submits a signed Memorandum of Payment pursuant to Section 12-2 of said Agreement. Attached to this Memorandum of Payment is the following:

1. Documentation which authorizes and requests partial payment; and
2. Documentation which sets forth payments by the Developer of the invoices for which partial payments is being requested; and
3. Such other documentation as is required by Section 12-1.C of the Agreement.
4. Developer requests payment in the sum of \$ 440,513.01 bearing an interest rate at 7.0% per annum.

ELMHURST-CHICAGO STONE COMPANY

By: Kenneth J. Lahmer

Dated: 10-5-17

SCHEDULE 1

COST OF THE IMPROVEMENTS

Martam Construction	Lot 12 A, B & C Mass Grading	\$	384,516.51
V3	Lot 12 A, B & C Construction Management	\$	30,000.00
V3	Spitzer Road Construction Management	\$	5,000.00
V3	Dry Utility Coordination	\$	1,657.50
V3	Minador Wetland Maintenance	\$	5,000.00
Gep Services	Lot 12 A, B & C Material Testing	\$	14,339.00
	Total	\$	<u>440,513.01</u>

October 6, 2017

Mr. Todd Dowden, Director of Finance

RE: **DEVELOPER NOTE # 4 MEMORANDUM
OF PAYMENT # 2 – RELATIVE TO THE
REDEVELOPMENT AND FINANCING
AGREEMENT BETWEEN THE VILLAGE
OF BARTLETT AND ELMHURST CHICAGO
STONE COMPANY**

Dear Todd:

We are herein submitting information relative to the above referenced payment request for the redevelopment of the Elmhurst Chicago Stone Company property in Bartlett. Included as part of the documentation is:

- The **Developer Note # 4 Memorandum of Payment # 2** from Elmhurst Chicago Stone Company requesting payment in the amount of **\$ 440,513.01** to reimburse itself for monies spent on the project for the period of **July 30, 2017** through **September 30, 2017**;
- An Owner's Sworn Statement listing the contractors and material suppliers with the total contract price, amounts previously paid, amount to be paid this request and the balance due on each respective contract.

We have also reviewed:

- Executed contracts, agreements for services and purchase orders;
- Contractor invoices, work completion and amounts paid or retained;
- Partial or final waivers of lien and sworn statements for each contractor or vendor receiving payment on this draw.

All documentation provided and reviewed meets the requirements of Section 12-1 of the Redevelopment and Financing Agreement between the Village of Bartlett and Elmhurst Chicago Stone Company.

We have also reviewed the certification for V3 Companies, stating that the work has been completed and materials are in place as indicated on the **Developer Note # 4 Memorandum of Payment # 2**. We have also included invoices from V3 Companies and Martam Construction for professional services. Based on periodic field observations and review of supporting documents submitted, including the invoices for professional services, we concur with the opinion of V3 Companies and Martam Construction that the work has been completed and materials are in place as indicated in the **Developer Note # 4 Memorandum of Payment # 2**, covered by the dates July 30, 2017 through September 30, 2017.

Please contact our office if there are any questions.

Bartlett Village Engineer

A handwritten signature in black ink, appearing to read 'R. Allen', written in a cursive style.

Robert Allen, P.E.

cc: Dan Dinges, P.E., Director of Public Works
Kenneth Lahner, Elmhurst Chicago Stone Company
Bryan Mraz, Village Attorney

Memorandum

To: Scott Skrycki, Assistant to the Administrator
From: Sam Hughes, Management Analyst
Date: 9/28/2017
Re: Bartlett Heritage Days Halloween Parade

The Bartlett Heritage Days Committee is requesting a parade permit for the Halloween Parade on Saturday, October 28th at 10:00 a.m. The parade will be limited to walking groups, pulled wagons and strollers. Participants will line up in the Village Hall parking lot at 9:30 a.m. The parade will begin at Village hall, heading north on Main St, ending at Banbury Fair. The Police Department is aware of the route and has no concerns.

The appropriate certificate of insurance has not been submitted by Bartlett Heritage Days Committee, however, approval of the parade can be granted pending the submittal and approval of the certificate of insurance. A copy of the parade route is attached.

Motion

I move to approve the parade permit request submitted by the Bartlett Heritage Days Committee for the Halloween Parade on October 28, 2017.



Bartlett Heritage Days NFP
PO Box 8463, Bartlett IL 60103
Email: heritagedays@att.net
www.bartlettheritagedays.com
[Facebook.com/BHeritageDays](https://www.facebook.com/BHeritageDays)

Dear Village of Bartlett,

This letter is to formally request a brief road closure during the Annual Halloween Parade sponsored Bartlett Heritage Days (BHD).

Sat., October 28, 2017; 10 - 10:45 am

Main Street Closed from Village Hall parking lot to

Railroad Ave Closed to Banbury Fair

Please refer to map below (parade route designated with blue arrows).

Proof of insurance is forthcoming.

Thank you for your support,

BHD Committee

Dale Ann Kasuba, Secretary

heritagedays@att.net

630-319-8616





Agenda Item Executive Summary

Item Name BAPS Fireworks Display Committee or Board Village Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Prabin Patel (BAPS) is requesting to hold a fireworks display on Thursday, October 19th. The show is expected to occur between 7:30 p.m. and 9:30 p.m. and last 15-20 minutes.

ATTACHMENTS (PLEASE LIST)

- Memorandum dated 9/29/17
- Insurance
- BFPD permit
- Federal Explosives permit
- Pyrotechnic license/operators licenses
- Map

ACTION REQUESTED

- For Discussion Only _____
- Resolution _____
- Ordinance _____
- Motion: X

MOTION: I move to approve BAPS request to hold a fireworks display on Thursday, October 19th between 7:30 and 9:30 p.m.

Staff: Samuel Hughes, Management Analyst Date: 9/29/2017

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Sam Hughes, Management Analyst
Date: 9/29/2017
Re: BAPS Fireworks Display

Prabin Patel (BAPS) will be hosting a Diwali and Hindu New Year celebration in October. BAPS is requesting permission to have a 15-20 minute fireworks display on Thursday, October 19st as part of the celebration. The show is expected to occur between 7:30 p.m. and 9:30 p.m.

The contractor, Planet Productions, has received the appropriate permit from the Bartlett Fire Protection District regarding the fireworks display and the certificate of insurance has been approved by the Village attorney. The certificate of insurance, BFPD permit, federal explosives license, operator's licenses and map of the display area are attached for your approval.

Motion

I move to approve BAPS request to hold a fireworks display on Thursday, October 19st between 7:30 p.m. and 9:30 p.m.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/29/2017

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).

PRODUCER Church Mutual Insurance Company 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	CONTACT NAME: Kathleen A Johnson PHONE (A/C, No, Ext): 1-800-554-2642 Option 1 E-MAIL ADDRESS: kjohnson@churchmutual.com	FAX (A/C, No): 855-264-2329
	INSURER(S) AFFORDING COVERAGE	
INSURED BOCHASANWASI SHRI AKSHAR PURUSHOTTAM SWAMINARAYAN SANSTHA INC 81 SUTTONS LN PISCATAWAY NJ 08854-5723	INSURER A: Church Mutual Insurance Company NAIC #: 18767	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

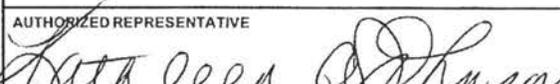
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		0166632-02-939075	01/01/2017	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED 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 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CMIC ID # 0173465 (Bochasanwasi Shri Akshar Purushottam Swaminarayan Sanstha Midwest Inc)... Evidence of Liability Insurance for Diwali and New Year Celebrations on October 19, 2017 and October 20, 2017 at 1851 S Rt 59 and Army Trail Rd., Bartlett, IL 60103. Commercial General Liability Additional Insured = Village of Bartlett subject to the coverage provided by the referenced policy. 248 A220.2

CERTIFICATE HOLDER**CANCELLATION**

Village of Bartlett 228 S Main St Bartlett IL 60103-4421	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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OFFICIAL PERMIT COPY



Bartlett Fire Protection District
Fire Prevention Bureau
234 N. Oak Avenue
Bartlett, IL 60103
(630)837-3701 Fax (630)837-4052

Fire Prevention Permit #: 17-006

Date Issued: October 6, 2017

Expiration Date: October 20, 2017

Event Date: October 19, 2017

Time: 7:30pm—9:30pm

Installation of: Fire Alarm System [] Sprinkler System [] Ansul System []
Above Ground Tank [] Other []

Activity: Fireworks Display [] Bon Fire [] Other []

Activity: B.A.P.S. New Years Celebration Fireworks Display

Location: B.A.P.S.
Address: 1851 S. IL 59
Town: Bartlett, Illinois 60103

Applicant: Randy McCasland - Mad Bomber Fireworks Productions / Planet Productions
IL License #IL06-OP-00029
Address: 3999 Hupp Road, P.O. Box 418
Town: Kingsbury, IN 46345-0418

The applicant hereby certifies to the correctness of all submitted information and agrees to perform the above activity in strict compliance of the Bartlett Fire Protection District Fire Prevention Code, NFPA Standards and Local Ordinances.

It is necessary to call for all inspections, including final inspection. Call the Fire Prevention Bureau at (630)837-3701. Inspections must be arranged by the applicant with the Fire Prevention Bureau 48 hours prior to the day the inspection is desired. When scheduling inspections, refer to the lot number if available, the address and the business name.

Proof of a current operator's license (Randy McCasland) issued by the Office of the Illinois State Fire Marshal has been provided along with Proof of Insurance, notification of Registered Assistants and a site plan. On site storage of fireworks shall be secured and supervised following ATF requirements and other applicable codes and standards.

For the safety of all people including spectators, staff, and pyrotechnic operators, the Bartlett Fire Protection District strongly encourages the use of electronic firing over manual ignition for all fireworks displays.

Bartlett Fire Protection District personnel on site immediately prior to the display reserve the right to postpone or cancel the fireworks display based on unfavorable wind conditions that may pose a threat to audience or property.

Approved: 

Mike Heimbecker
Fire Marshal

Applicant Copy



STATE OF ILLINOIS
OFFICE OF THE STATE FIRE MARSHAL
DIVISION OF FIRE PREVENTION
1035 Stevenson Drive • Springfield, IL 62703-4259



Pyrotechnic Distributor License

Planet Productions
3999 Hupp Road P. O. Box 418
Kingsbury, IN 46345-0418

IL06-OP-00029

License #

05/15/2018

EXPIRATION DATE

A handwritten signature in black ink, appearing to read "Matt Perez".

OP

CLASSIFICATION

Matt Perez
STATE FIRE MARSHAL

This license may be revoked by the Office of the State Fire Marshal for failure to comply with the lawful rules regulating this program.

James E Schiffer
Planet Productions
3999 E Hupp Road Building R-3-1
La Porte, IN 46350

	Illinois Office of the State Fire Marshal Division of Fire Prevention
	THIS IS TO CERTIFY THAT
	James E Schiffer
	<u>Pyrotechnic Operator License</u>
	Has completed all the requirements under the Pyrotechnic Distributor and Operator Act 225 ILCS 227 and is employed by
License # IL09-O-00029-00342 Expires: 07/01/2018	Planet Productions  Matt Perez STATE FIRE MARSHAL

Michael Gardner
Planet Productions
3999 E Hupp Road Building R-3-1
La Porte, IN 46350

	<p>Illinois Office of the State Fire Marshal Division of Fire Prevention THIS IS TO CERTIFY THAT Michael Gardner <u>Pyrotechnic Operator License</u></p> <p>Has completed all the requirements under the Pyrotechnic Distributor and Operator Act 225 ILCS 227 and is employed by</p> <p>Planet Productions</p> <p> Matt Perez STATE FIRE MARSHAL</p>
<p>License # IL06-O-00029-00262 Expires: 10/15/2018</p>	

Randall McCasland
Planet Productions
3999 E Hupp Road Building R-3-1
La Porte, IN 46350



License #
IL06-OP-00029-00280
Expires: 09/15/2018

Illinois Office of the State Fire Marshal
Division of Fire Prevention
THIS IS TO CERTIFY THAT

Randall McCasland
Pyrotechnic Operator License

Has completed all the requirements under the
Pyrotechnic Distributor and Operator Act 225
ILCS 227 and is employed by

Planet Productions


Matt Perez
STATE FIRE MARSHAL

BAPS Temple

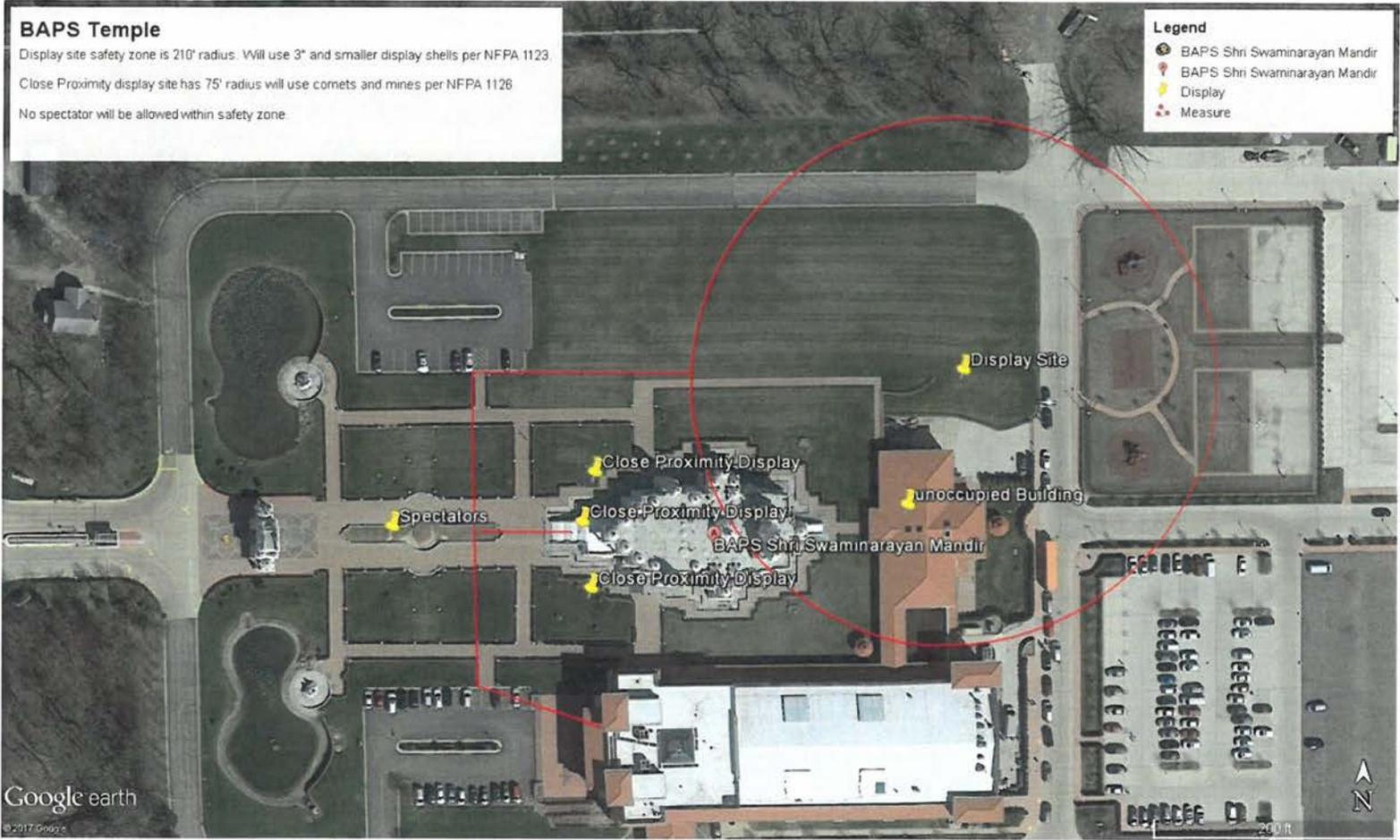
Display site safety zone is 210' radius. Will use 3" and smaller display shells per NFPA 1123

Close Proximity display site has 75' radius will use comets and mines per NFPA 1126

No spectator will be allowed within safety zone.

Legend

-  BAPS Shri Swaminarayan Mandir
-  BAPS Shri Swaminarayan Mandir
-  Display
-  Measure





Agenda Item Executive Summary

Item Name Award Of Certain Trade Contracts In Connection Committee
 With New Police Facility or Board Board

BUDGET IMPACT

Amount:	\$320,839.52	Budgeted	Yes
List what fund	Municipal Building Fund		

EXECUTIVE SUMMARY

Attached is a resolution awarding deferred trade contracts in connection with the new police facility – Bid Package #2.

ATTACHMENTS (PLEASE LIST)

Police Department Memo
Resolution
Exhibit A - FQC Deferred Bid Award Recommendation Letter
FQC Bid Results Summary
FQC Guaranteed Maximum Price Memo

ACTION REQUESTED

- Resolution
- Motion

MOTION: I move to approve the passage of Resolution 2017 - _____, a Resolution Awarding Certain Trade Contracts In Connection With New Police Facility.

Staff: Patrick Ullrich, Chief of Police

Date: October 9, 2017

Geoffrey Pretkelis, Deputy Chief of Police

POLICE DEPARTMENT MEMORANDUM
17-71

DATE: October 9, 2017
TO: Paula Schumacher, Village Administrator
FROM: Patrick B. Ullrich, Chief of Police 
RE: Award of Deferred Trade Contracts – Bid Package #2

On August 7, 2017, the Village's Construction Manager, Frederick Quinn Corporation (FQC), announced it would be accepting sealed bids for the Village of Bartlett's new police facility work. The deadline to submit sealed bids was Thursday, August 31, 2017 at 2:00 p.m. A public bid opening was held in the Village Hall Training Room on August 31st at 2:00 p.m. FQC publicly opened and announced each qualifying bid.

On September 19, 2017, the Village Board approved Resolution 2017-120—R (Option 3), awarding 28 of the 31 bid packages from Bid Package #2. The remaining three (3) bid award packages were deferred by FQC to allow additional time for review. These bids are: #2-10c – Carports, #2-11 – Shooting Range Equipment, and #2-32d – Fencing & Gates.

On October 4, 2017, FQC submitted a letter recommending the award of the three (3) remaining bid packages to the low responsive and responsible bidder for each trade package and is seeking the Village's authorization to award the contracts. These bid amounts were included in the original Bid Tabulation, as well as in FQC's calculation of the Guaranteed Maximum Price (GMP) of \$17,211,192.00.

The total amount of the recommended deferred trade contracts is \$320,839.52.

I am requesting that the Village Board pass the corresponding Resolution for the award of these deferred trade contracts.

MOTION: I move the passage of Resolution 2017 - _____, a Resolution Awarding Certain Trade Contracts In Connection With New Police Facility.

PBU/hma

RESOLUTION 2017 - _____

**A RESOLUTION AWARDING CERTAIN TRADE CONTRACTS
IN CONNECTION WITH NEW POLICE FACILITY**

WHEREAS, on or about November 15, 2016, the Village of Bartlett (the "Village") and Frederick Quinn Corporation ("FQC" or the "CMC") entered into a certain Agreement Between Owner and Construction Manager as Constructor With a Guaranteed Maximum Price (the "CMC Agreement") for the demolition of the existing Bartlett Police Department building (in phases) and the construction of a New Police Facility (in phases) (the "Project Work") as more fully set out in the CMC Agreement, to be built in accordance with certain plans prepared by Williams Architects (the "Architect") and its sub-consultants (the "Plans"); and

WHEREAS, the Project Work was bid out in two series of trade packages, the first of which included 12 trade packages (the "Initial Trade Packages") and the second included 31 trade packages (the "Second Set of Trade Packages"); and

WHEREAS, the Initial Trade Packages were approved by the Village corporate authorities on June 18, 2017, and 28 of the Second Set of Trade Packages were awarded by the Village corporate authorities on September 19, 2019 by the passage of Resolution 2017-120R, with the award of three of the trade packages deferred to allow FQC more time to complete its scope review, and complete its review of bidder qualifications and/or alternate construction methods with respect to:

1. Bid package #2-10c carports,
2. Bid package #2-11 shooting range equipment, and
3. Bid package #2-32d fencing and gates;

(collectively and alternatively referred to herein as the "Deferred Trade Packages" or the "Deferred Bid Awards"); and

WHEREAS, the Deferred Bid Awards which total \$320,839.52 were included in the Guaranteed Maximum Price for the Project Work of \$17,211,192, which the Village corporate authorities approved on September 19, 2017; and

WHEREAS, FQC has issued a letter to the Village dated October 4, 2017, with respect to the Deferred Trade Packages, and has recommended the Village award the bids on the Deferred Bid Awards to the lowest responsible and responsive bidders (the "CMC 10/4/17 Deferred Bid Award Recommendation Letter"); and

WHEREAS, the CMC Agreement provides that FQC, as the Construction Manager Constructor, will take an assignment of contracts from the Owner or enter into subcontracts with each of the lowest responsible and responsive trade contractors/subcontractors meeting the minimum prequalification standards set forth in the bidding

requirements established before the Initial Trade Packages and the Second Set of Trade Packages were awarded; and

WHEREAS, FQC and the Village staff are recommending to the Village Board that it award the bids on the Deferred Trade Packages portion of the Project Work to the respective lowest responsible and responsive bidders as set forth in the CMC 10/4/17 Deferred Bid Award Recommendation Letter, and authorize FQC to enter a subcontract with each trade contractor/subcontractor awarded its respective portion of the Deferred Trade Packages portion of the Project Work;

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

SECTION ONE: That the Corporate Authorities hereby accept the recommendation of Frederick Quinn Corporation ("FQC"), the Construction Manager Constructor, as set forth in the CMC 10/4/17 Deferred Bid Award Recommendation Letter attached hereto as Exhibit A, and authorize and direct the Village Administrator to sign the said CMC 10/4/17 Deferred Bid Award Recommendation Letter on behalf of the Village.

SECTION TWO: That the bids for the Deferred Trade Packages portion of the Project Work are hereby awarded to the following bidders/trade contractors as the lowest responsible and responsive bidders at the price set opposite said bidder/trade contractor's name:

	<u>Bid Package Description</u>	<u>Bid Package #</u>	<u>Bidder/Trade Contractor</u>	<u>Contract Sum</u>
1.	Carports	#2-10c	Ross and Barr, Inc.	\$ 46,100.00
2.	Shooting Range Equipment	#2-11	Meggitt Training Systems, Inc.	165,234.52
3.	Fencing	#2-32d	Action Fence Contractors, Inc.	<u>109,505.00</u>
	Deferred Trade Contract Bids Awarded			\$320,839.52

SECTION THREE: That Frederick Quinn Corporation is authorized and directed to enter into a subcontract with each of the lowest responsible and responsive bidders/trade contractors awarded the bid in Section Two of this Resolution, at the Contract Sum set forth opposite its name in said Section Two.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

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

Lorna Giles

October 4, 2017

Geoff Pretkelis – Deputy Chief
Bartlett Police Department
228 S. Main Street
Bartlett, IL 60103

RE: New Bartlett Police Facility
FQC #507

Dear Deputy Chief Pretkelis:

Since our past Board Meeting of 9.19.17 we have had additional conversations with the deferred Bid Package #2 bidders for the North Carport, Shooting Range Equipment and Fencing. FQC is recommending award of these trade contracts to the low responsive and responsible bidders as indicated below. The summary which follows provides details of the factors determining responsiveness and responsibility. Additionally, the summary details any irregularities in the bidding process that were considered during the bid review and award recommendation process. The summary and award recommendations are as follows:

1. Bid Package #2-10c – Carports: One (1) bid was received. Ross and Barr Inc., of Warren, MI is the low responsive and responsible bidder. There are no irregularities with the bid presented. **We recommend that award of BP #2-10c be awarded to Ross & Barr for the amount of FORTY-SIX THOUSAND ONE HUNDRED DOLLARS AND NO/100 (\$46,100.00)** which includes the base scope of work.
2. Bid Package #2-11 – Shooting Range Equipment: One (1) bid was received. Meggitt Training Systems, Inc. of Suwanee, GA is the low responsive and responsible bidder. The letter of qualification included with the bid provided has been reviewed and we expect to reach agreement on a subcontract. **We therefore recommend that the award of BP #2-11 be awarded to Meggitt Training Systems for the amount of ONE HUNDRED SIXTY-FIVE THOUSAND TWO HUNDRED THIRTY-FOUR DOLLARS AND 52/100 (\$165,234.52)** which includes the base scope of work.
3. Bid Package #2-32d – Fencing: One (1) bid was received. Action Fence Contractors, Inc., of Mundelein, IL., is the low responsive and responsible bidder. There are no irregularities with the bid presented. We have reviewed potential alternate fencing with Williams Architects. The proposed alternate was determined to not meet project requirements. We do not anticipate that rebidding the same scope of work will result in a cost reduction for this work. **We therefore recommend that BP #2-32d be awarded to Action Fence Contractors Inc., for the amount of ONE HUNDRED NINE THOUSAND FIVE HUNDRED FIVE DOLLARS AND NO/100 (\$109,505.00)** which includes the base scope of work.

We request approval of the award recommendations as noted above. The value of these awards was included in GMP amount approved by the Village of Bartlett on September 19, 2017. Please sign and return one copy of this correspondence indicating your acceptance. Upon receipt of your approval, Frederick Quinn Corporation will enter contracts with the approved trade contractors.

Sincerely,

FREDERICK QUINN CORPORATION


Frederick J. Marano
Executive Vice President / Estimating

CC: Patrick Ullrich / Bartlett Police Department
Paula Schumacher / Village of Bartlett
Bryan Mraz / Village Attorney
Jack Hayes / FQC
John Eallonardo / FQC
File / FQC

ACCEPTANCE: _____ Date: _____

Frederick Quinn Corporation

Village of Bartlett
New Police Facility
Budgeted Bid Results Summary BP#2

8.31.17

6.12.17 8.31.17

BP#2	Building & Site	CD progress budget	Bids	Variance	Apparent Low Bidder
2-04	Masonry & Stone	\$1,327,700	\$1,286,000	\$41,700	Iwanski Masonry
2-06a	Carpentry	\$185,141	\$263,321	(\$78,180)	Hargrave Construction
2-06b	Millwork / Casework	\$267,820	\$284,159	(\$16,339)	JC Harris
2-07a	EIFS	\$29,964	\$39,900	(\$9,936)	Kole Construction
2-07b	Roofing & Sheet Metal	\$261,200	\$337,774	(\$76,574)	Metalmaster
2-07c	Sealants	\$93,000	\$53,750	\$39,250	Seager
2-08a	HM / W/d. Drs. / FRP / Hrdwr.	\$240,569	\$163,265	\$77,304	Chicago Doorways
2-08b	Sectional & Coiling Doors	\$30,000	\$33,624	(\$3,624)	House of Doors
2-08c	Aluminum Glass & Glazing	\$271,070	\$338,138	(\$67,068)	McHenry County Glass
2-08d	Detention Equip., Drs. & Hardware	\$235,425	\$254,146	(\$18,721)	Valley Detention
2-09a	Drywall & Metal Framing	\$642,949	\$766,431	(\$123,482)	Hargrave Construction
2-09b	Ceramic Tiling	\$325,000	\$229,500	\$95,500	Lowery Tile
2-09c	Acoustical Ceilings	\$235,500	\$167,331	\$68,169	Just Rite Acoustics
2-09d	Resilient Flooring & Carpet	\$220,250	\$206,215	\$14,035	TSI Commercial Flooring
2-09e	Painting & Wallcovering	\$136,650	\$138,000	(\$1,350)	K & J Painting
2-09f	Terrazzo	\$80,000	\$71,580	\$8,420	Rockford Central Tile
2-09g	Resinous Flooring	\$97,958	\$170,800	(\$72,842)	CCI
2-10a	Folding Partition	\$37,000	\$33,700	\$3,300	Modernfold
2-10b	Lockers	\$177,472	\$192,900	(\$15,428)	WLT - Ellis (Tiffin)
2-10c	Carpools	\$48,216	\$46,100	\$2,116	Ross & Bar
2-11	Shooting Range Equipment	\$182,656	\$165,234	\$17,422	Meggit
2-12	Window Treatments	\$19,134	\$21,300	(\$2,166)	Shadeology
2-21	Fire Protections	\$145,000	\$160,000	(\$15,000)	SJ Carlson
2-22	Plumbing	\$753,000	\$764,300	(\$11,300)	Jensen's
2-23	HVAC	\$1,486,000	\$1,640,000	(\$154,000)	Acitelli
2-26	Electrical & Low Voltage	\$1,919,000	\$1,668,400	\$250,600	Valley Electric
2-28	Detention Security & CCTV	\$604,000	\$527,000	\$77,000	Midco

Frederick Quinn Corporation

2-32a	Asphalt Paving	\$51,824	\$39,690	\$12,134	Accu-Pave
2-32b	Permeable Paving	\$87,000	\$76,600	\$10,400	CR Schmidt
2-32c	Landscaping	\$116,150	\$105,000	\$11,150	Woodland
2-32d	Fencing	\$65,550	\$109,505	(\$43,955)	Action
TRADE TOTAL		\$10,372,198	\$10,353,663	\$18,535	
Available Subcontractor Bond Allowance		\$116,065	In Above	\$116,065	
TOTAL Available Funds		\$10,488,263	\$10,353,663	\$134,600	

Savings 1.3%

The matrix above compares the CD progress budget estimate for trade work packages to the actual bids received for BP# 2. Variations in the cost of the bid packages are attributable to a number of factors. These factors relate to trade package bids being above or below the design development budget. Examples of these factors are described below. The evolution of this information is anticipated in the CD progress budget and as such a budgeted design and construction contingency accounts for the variation in cost. The results of bidding for the project notwithstanding the variations in the cost of specific bid packages, are under the total amount budgeted in the CD progress budget.

Some variations in the estimated cost of trade work at the time of CD progress budgeting versus the bid cost of trade work are a result of additional information provided in bidding documents versus budgeting documents. Bidding documents finalize what products and systems will be used in the project and detail the connections between systems and assemblies. During the budgeting process products, systems and connections are not finalized. Budgets are created making assumptions with regards to these details. A specific example of this on this project can be seen in the budget versus bid values of BP# 2-09g Resinous Flooring. The low bid amount for this bid package is 74% higher than the CD progress estimate. In this case the increase in cost is specifically because resinous floor sealer for non-epoxy areas has been upgraded from a spray applied product to a two-part fluid applied product. The upgraded two-part product is a more expensive material, requires more preparation of the concrete floor and takes more manpower to install. The benefits of this product are increased durability and lifespan.

In some instances the difference in price can be attributed to the specialty nature of a product and the effect of public bidding on the cost of work. The variance in the cost of specialty trade work is demonstrated in the bid results for 2-08a Hollow Metal Frames, Wood Doors, FRP Doors & Finish Hardware. The low bid amount for this bid package is 32% lower than the CD progress budget. In this case trade contractors are able to bid lower than the budget due to their expertise a particular area of work. This is also demonstrated by the bids received for BP # 2-09f Terrazzo Flooring where the low bid amount is 10% lower than the CD progress budget.



CONSTRUCTION MANAGEMENT

September 12, 2017

Geoff Pretkelis – Deputy Chief
Bartlett Police Department
228 S. Main Street
Bartlett, IL 60103

RE: New Bartlett Police Facility
FQC #507

Dear Deputy Chief Pretkelis:

On June 7, 2017, bids were received for twelve (12) trade packages for BP #1 and on August 31, 2017, bids were received for thirty-one (31) trade packages for BP # 2 for the New Bartlett Police Facility. At this time FQC is required by contract to present a Guaranteed Maximum Price(GMP) for approval by the Village of Bartlett. The purpose of this letter is to provide documentation of and request approval of the GMP.

Attached please find a spreadsheet detailing the costs included in the GMP. Below is a summary of the cost components detailed on the attached. Breakdown as follows:

BP # 1 Trade Awards	\$4,493,979.00
BP # 2 Trade Awards	\$9,839,924.00
General Requirements	\$418,600.00
Not Let Trades	\$602,439.00
FQC – General Conditions, Fee, Insurance & Bond	\$1,156,250.00
Contingency	<u>\$700,000.00</u>
Guaranteed Maximum Price	\$17,211,192.00

If the above meets with your approval, please sign and return one copy of this correspondence indicating your acceptance. Upon receipt of your approval, Frederick Quinn Corporation will prepare a formal guaranteed price contract amendment for execution.

For information FQC has attached a project master budget which reflects the GMP amount. This project master has also been updated to reflect the current estimated costs for utility relocation, earth retention and material testing. The total project budget is \$19,811,252.00 which is \$ 188,748.00 under the project budget limit of \$ 20,000,000.00 set by the Village of Bartlett.

Sincerely,

FREDERICK QUINN CORPORATION

Frederick J. Marano
Executive Vice President / Estimating

CC: Patrick Ullrich / Bartlett Police Department
Paula Schumacher / Village of Bartlett
Bryan Mraz / Village Attorney
Jack Hayes / FQC
John Eallonardo / FQC
File / FQC

ACCEPTANCE: Paula Schumacher Date: 9/20/17



Agenda Item Executive Summary

Item Name: Waste Hauler Contract with Groot Industries
Committee or Board: Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Attached for your consideration is a contract with Groot Industries. Groot Industries recently purchased the Village's route from Republic Services and is our current waste hauler. The current contract expires December 31, 2017. The Village posted an RFP on August 23rd, and gave potential vendors until September 21st to submit their proposals. Three vendors responded to the RFP, and the results were submitted to the Committee of the Whole on October 3rd. A contract is attached which includes e-recycling. Should the Board chose to contract out brush collection with Groot, staff has also attached two addendums, one is an unlimited pick-up program starting at \$0.45 per month and the second is a sticker program starting at \$2.50 per bundle.

Recommendation: Given the cost savings, as well as the value added services that public works will be able to provide by no longer managing the brush program, staff is recommending the option which includes weekly unlimited brush collection provided by the waste-hauler. The Contract and Addendum #1 are attached and outline the recommendation.

Savings: Single family residents with added e-recycling and waste-hauler provided brush collection will save \$52.44 in 2018 compared to current pricing and multi-family units will save \$46.08. In addition, the Village will see savings on wear and tear of equipment as well as an increase in service levels from public works. These savings are highlighted in a memo from Dan Dinges that is attached.

ATTACHMENTS (PLEASE LIST)

Staff Memo dated 10/10/17
Staff Memo dated 10/5/17
Resolution
Contract
Addendum #1 - Brush Collection Monthly Fee
Addendum #2 - Brush Collection Sticker Program

ACTION REQUESTED

Resolution

Motion: I move to approve Resolution 2017-___ A resolution approving of the contract for the exclusive franchise for residential refuse, recyclable materials, yard waste and e-recycling collection and disposal services between the Village of Bartlett and Groot Industries, Inc. of Elk Grove Village as well as Addendum # ____.

Staff: Scott Skrycki

Date: October 10, 2017

Assistant Village Administrator

Memorandum

To: Paula Schumacher, Village Administrator
From: Scott Skrycki, Assistant Village Administrator
Date: 10/10/2017
Re: Waste Hauler Contract

The Village of Bartlett’s waste hauler contract with Republic Services, which is now Groot Industries, is set to expire on December 31, 2017. On May 16, 2017 at the Village Committee of the Whole Meeting, the President and Village Board directed staff to send out an RFP for the next contract. The RFP was posted on the Village’s website on August 23rd and was due on September 21st.

The proposals came to the Village Board at the Committee of the Whole for discussion on October 3, 2017. Based on the direction of the Board, staff has attached an agreement from Groot Industries, which keeps that current program in place with the addition of electronic recycling. Senior citizens will continue to receive a 10% discount on refuse and recycling.

In light of discussions regarding the brush program, staff and Groot discussed additional brush collection options. An additional option that was discussed is an unlimited weekly collection with a small fee added to the base price, giving the Village a total of three options. The first being to keep brush collection in-house, the second, to create a waste-hauler sticker program and the last option is to have a waste-hauler unlimited program. The unlimited program starts at \$0.45 per month, increasing \$.02 per month, each year of the contract. Below is a chart with proposed prices, including the brush option.

Service Type	Monthly Service	Price 2018	Price 2019	Price 2020	Price 2021	Price 2022	Price 2017
Single family refuse/ recycling	w/e-recycling	\$18.90	\$19.38	\$19.87	\$20.47	\$21.09	\$23.72
	brush-unlimited	\$19.35	\$19.85	\$20.36	\$20.98	\$21.62	
	brush-sticker	\$2.50	\$2.75	\$3.00	\$3.25	\$3.50	
Multi-family refuse/ recycling	w/e-recycling	\$17.06	\$17.49	\$17.94	\$18.48	\$19.04	\$21.35
	brush-unlimited	\$17.51	\$17.96	\$18.43	\$18.99	\$19.57	
	brush-sticker	\$2.50	\$2.75	\$3.00	\$3.25	\$3.50	
Multi-family centralized refuse/ recycling	w/e-recycling	\$13.31	\$13.65	\$ 14.00	\$ 14.42	\$ 14.86	\$12.81

Recommendation: Given the cost savings, as well as the value added services that Public Works will be able to provide by no longer managing the brush program, staff is recommending the option which includes weekly unlimited brush collection provided by the waste-hauler. The Agreement and Addendum #1 are attached and outline the recommendation.

Savings: Single family residents with added e-recycling and waste-hauler provided brush collection will save \$52.44 in 2018 compared to current pricing and multi-family units will save \$46.08. In addition, the Village will see savings on wear and tear of equipment as well as an increase in service levels from public works. These savings are highlighted in a memo from Dan Dinges that is attached.

Motion

I move to approve Resolution 2017-___ A resolution approving of the contract for the exclusive franchise for residential refuse, recyclable materials, yard waste and e-recycling collection and disposal services between the Village of Bartlett and Groot Industries, Inc. of Elk Grove Village as well as Addendum # _____.

PUBLIC WORKS MEMO

DATE: October 5, 2017

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Brush Collection

At the October 3rd Committee meeting regarding the Solid Waste Hauling proposals there was much discussion about the brush collection program and the pros & cons of having someone else perform brush collection versus the Public Works crews doing it.

Currently we split the Village up into 2 zones and collect brush in each zone two times a month. This requires 1 or 2 crews to drive all streets within the zone regardless whether there is brush placed at the curb or not. It typically takes those crews ~3 days to complete a zone. Brush is collected from April - November. We average 2,300+ hours per year on brush collection and generate ~2,100 cubic yards of woodchips each year. This does not include the time we spending delivering woodchips to residents or hauling wood chips for disposal. We estimate that our cost for performing brush collection is \$150,000 – \$200,000 per year including costs for disposal of woodchips.

Within the last couple of years I have talked to contractors that are performing brush collection for other municipalities and had them provide me cost estimates for brush collection in Bartlett (See attached). Kramer Tree Service and Trees-R-Us costs for 2 pickups per month range from ~\$325,000 - \$400,000 per year (~\$32-\$40/yr per customer). This would need to be funded through the General Fund.

We also discussed the concerns with picking up brush and the high worker comp. issues that result from picking up brush. Outsourcing brush collection not only reduces our worker comp exposure but it also enables us to maintain our infrastructure. The 2,300+ hours crews spend picking up brush would allow them to focus more attention on asphalt patching of streets and bike paths, perform routine tree trimming program, and storm sewer maintenance. We believe this is a more economical and beneficial use of our crews' time resulting in a savings to the Village.

In regards to Groots' proposal, we were able to discuss the brush collection program with Groot and they offered a monthly fee of \$0.45/month per customer (\$5.40/yr) for unlimited weekly brush collection. The brush would need to be bundled but no stickers are required. We believe this is a reasonable option for the residents and recommend this option.

RESOLUTION 2017 - _____

A RESOLUTION APPROVING OF THE CONTRACT FOR THE EXCLUSIVE FRANCHISE FOR RESIDENTIAL REFUSE, RECYCLABLE MATERIALS, YARD WASTE AND E-RECYCLING COLLECTION AND DISPOSAL SERVICES BETWEEN THE VILLAGE OF BARTLETT AND GROOT INDUSTRIES, INC. OF ELK GROVE VILLAGE, IL

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 Contract for the Exclusive Franchise for Residential Refuse, Recyclable Materials, Yard Waste and E-Recycling Collection and Disposal Services in the Village of Bartlett, including Addendum #1-Brush Collection Monthly Fee, dated October 17, 2017, between the Village of Bartlett and Groot Industries, Inc. of Elk Grove Village, IL, (the "Contract"), 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 Contract 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: October 17, 2017

APPROVED: October 17, 2017

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, 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 October 17, 2017, and approved on October 17, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

**CONTRACT FOR THE EXCLUSIVE FRANCHISE FOR
RESIDENTIAL REFUSE, RECYCLABLE MATERIALS, YARD
WASTE AND E-RECYCLING COLLECTION AND DISPOSAL SERVICES IN
THE VILLAGE OF BARTLETT**

This Contract is made and entered into at Bartlett, Illinois, as of the 17th day of October, 2017 (the "Agreement" or this "Contract"), by and between the VILLAGE OF BARTLETT, a home rule municipal corporation of Cook, DuPage and Kane counties, Illinois (the "Village") and GROOT INDUSTRIES, INC. OF ELK GROVE VILLAGE, IL, authorized to do business in the State of Illinois (the "Contractor" or "Residential Scavenger").

RECITALS:

WHEREAS, the corporate authorities of the Village have determined that it is in the best interest of the Village to protect the public health, welfare and safety, and to conserve valuable resources by requiring that refuse, recyclable materials, and yard waste generated by its residents be collected and disposed of in a safe, environmentally responsible manner; and

WHEREAS, the corporate authorities of the Village have determined that it is in the best interest to provide a uniform system for the collection of refuse, recyclable materials, yard waste and e-recycling, from all residences within the present and future corporate limits of the Village, and for the same in an environmentally responsible manner approved by the Village, at uniform prices for all Village residents, and to limit such collection services to one day each week to minimize the safety hazards inherent in the use of streets in residential neighborhoods by waste collection trucks;

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein contained and for the other good and valuable consideration, the receipt and sufficiency is hereby irrevocably acknowledged, it is agreed by and between the parties as follows:

1.0 Exclusive Franchise. It is the intent of the Village to award the Contractor the sole exclusive franchise contract, license, and privilege to collect refuse, recyclable material, yard waste and e-recycling from every residence in the Village, except the apartment complexes excluded in section 2.2. The term of the awarded franchise contract will be five (5) years with a two (2) year renewal option. The Contractor shall be an independent contractor as to the work, notwithstanding that in certain respects the Contractor is required to follow the direction of the Village. The Contractor is in no respect an agent, servant or employee of the Village.

2.0 General Description of the Service. The Contractor shall collect refuse, recyclable materials, yard waste and e-recycling once each week from every residence in the Village, including single family homes, clustered single family homes, townhomes, and condominiums without regard to the number of refuse containers; and from

condominium, townhome PUD and apartment complexes with centralized collection facilities (the "Complex or Complexes"), and dispose of the same in an environmentally safe and responsible manner in accordance with all applicable federal, state, county and local laws, codes, regulations and ordinances and the provisions of this Contract (the "Services").

2.1 Additional Pick Up for Complexes. In the event a Complex requires and uses multiple services such as 2x or 3x a week service, the rate will increase for each pick up at ½ of the rate for regular pick up. Services in complexes shall not include yard waste collection unless the management of a complex specifically requests and contracts for that service.

2.2 Exclusions. The exclusive franchise contract will exclude refuse, recycling, yard waste, and e-recycling collection for complexes with a minimum of 144 units and where all individual units are classified as apartments. Apartments are defined as dwelling units within a multi-unit building where each unit's tenant leases the dwelling and does not individually pay property taxes, nor where there is no established home owner association overseeing property maintenance. This exclusion includes the following apartment complexes.

- 1) Bartlett Terrace Apartments – 144 units
- 2) Bartlett Lake Apartments – 192 units

3.0 Term of Contract.

3.1 Initial Term. The initial term of the franchise contract shall be for five (5) years commencing on January 1, 2018 and ending December 31, 2022, unless terminated at an earlier date by either party by written notice (120 days prior notice) to the other party as to the effective date of termination by certified mail, return receipt requested.

3.2 Renewal Term. Not later than six (6) months prior to the expiration of the initial term, the Contractor may submit a proposal for the renewal of the franchise contract for a two (2) year renewal term on terms proposed by the Contractor. If the Village and the Contractor are unable to agree on mutually acceptable terms for such two (2) year renewal term, the Village shall be free to solicit bids or requests for proposals from other contractors for a new exclusive franchise contract, and the Contractor shall be free to bid for such contract or submit its proposal, as the case may be.

4.0 Village Compensation.

4.1 Franchise Fee. The Contractor will pay the Village a franchise fee in an amount equal to five percent (5%) of the Contractor's total quarterly billings for the service for refuse, recycling yard waste and e-recycling collection, payable quarterly to the Village on January 1, April 1, July 1, and October 1 of each year during the term, and any renewal term in the event this Franchise Agreement is extended.

5.0 Contractor Scope of Services.

5.1 General Scope of Services. The Contractor shall furnish at its expense and without liability to the Village, all labor, equipment, vehicles, implements, materials and transportation necessary and proper to provide an adequate, uninterrupted and sanitary scavenger and curbside collection service for the removal and disposal of all refuse, recyclable materials, yard waste and e-recycling and the other services set forth in this Section 5, which are sometimes hereinafter collectively referred to as the "Services," during the term of the Franchise Agreement and in accordance with the methods and procedures specified herein, and with all of the terms and conditions set forth in the Agreement.

5.2 Service Implementation. All aspects of the refuse, recycling, yard waste and e-recycling collection service selected by the Village must be implemented by January 1, 2018.

5.3 Vehicles. All vehicles shall be maintained in good working order and appearance, free of rust, and shall be clean at the start of each collection day. The Contractor shall provide and maintain a sufficient number of vehicles which shall be fully enclosed, leak proof, and operated in such a way that no refuse, recyclables, or yard waste can leak, spill or blow off a vehicle. The Contractor shall be responsible for the immediate collection and clean up of any litter that is caused by the failure to properly secure materials.

Vehicle operators shall carry valid State of Illinois driver's licenses for the class of vehicle operated. Vehicle operators shall obey all traffic regulations.

The Contractor shall prohibit the drinking of any alcoholic beverages or the ingestion of any illegal narcotics by its vehicle operators and crew members while on duty or in the course of performing their duties under the terms of the franchise contract.

The Village reserves the right to inspect the Contractor's equipment and vehicles solely for the purpose of determining compliance with the franchise contract. Contractor shall maintain vehicles and equipment in good and operating condition. The Contractor shall notify the Village if there is any change in the number of vehicles being used or if there are any modifications affecting the volume or compaction ratio of vehicles being utilized.

5.4 Point of Collection. Refuse, recyclable materials, yard waste and e-recycling materials shall be collected from receptacles placed at the curb (or edge of pavement where there is no curb) of the public street in front of the residence to be served, except in clustered single-family, townhouse, apartment and condominium units located in PUDs and other complexes where receptacles for the centralized collection of such materials are provided by the Contractor and excepting the Excluded Complexes.

In Complexes, refuse, recyclable materials, yard waste and e-recycling, shall be collected from receptacles placed in a centrally located, reasonably accessible location (the "Designated Place") designated by the management of each such Complex. If e-

recycling does not fit into a receptacle, it shall be placed on the ground in the Designated Place. Residents shall be responsible for placing refuse in dumpsters and other Village-approved receptacles at the Designated Place in a manner consistent with the Bartlett Municipal Code. Recyclable materials will be placed by residents in an appropriate receptacle provided by the Contractor and located at the Designated Place. Yard waste, if collected, shall be placed in appropriate yard waste bags with the approved yard waste sticker attached or other receptacles as negotiated between the Contractor and the Complex.

5.5 No Spilled Refuse or Other Materials. The Contractor shall not allow garbage, refuse, recyclable materials, yard waste and e-recyclables to scatter nor spread as a result of the scavenger's service provided within the Village. Any garbage, refuse, recyclable materials, yard waste or e-recyclables spilled on the yard or street shall be picked up prior to leaving the site of collection. The Contractor shall carry on each collection vehicle not less than one broom and shovel to clean up any garbage, refuse, recyclable materials, yard waste or e-recyclables spilled. The Contractor shall be responsible for any real and/or personal property damage caused by its employees, and or agents. Garbage containers shall be replaced to the same locations as found after emptying and shall be replaced in the same condition. Garbage containers, which have been substantially damaged through the fault of the Contractor, shall be replaced by the Contractor.

5.6 Hours of Collection. No refuse, recyclable materials, yard waste or e-recyclable pickups shall be collected prior to 7:00 a.m. (Chicago time), nor later than 6:00 p.m., with the exceptions of delays due to inclement weather or heavy volumes such as during the leaf collection season. In those cases all efforts will be made to complete the routes within a reasonable amount of time on the same collection day.

5.7 Same Day Service. Contractor shall pick up garbage throughout the Village on the same day of the week, which shall be Tuesday of each week, as of the date of this Agreement (the "Schedule"). The Schedule shall not be changed without the consent of the Village nor without giving a minimum of thirty (30) days written notice to all affected residents by enclosing a copy of such notice with the mailing of the Contractor's last invoice immediately preceding such Schedule change and by publishing the Schedule change three (3) times in a newspaper of general circulation in the Village.

5.8 Holidays. No refuse, recycling, yard waste or e-recycling collection shall be provided by the Contractor on:

- New Years Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

In the event that any such recognized holiday falls on a weekday, refuse, recycling, yard waste and e-recycling collection services shall be delayed one day after the recognized holiday.

5.9 Refuse Collection.

5.9.1. General Service. The Contractor is required to provide refuse collection once each week from every residence in the Village (excepting the Excluded Complexes) without regard to the number of refuse containers and dispose of the same in an environmentally safe and responsible manner in accordance with the provisions of this Contract (the "Refuse Service").

In the event that a Complex requires and uses multiple services such as 2x or 3x a week service, the rate will increase for each pick up at ½ of the rate for regular pick up. Services in Complexes shall not include yard waste collection unless the management of a Complex specifically requests that service.

5.9.2 Refuse Receptacles.

a. The Contractor will provide each residence, except for Complex's which have centralized pick up locations and Excluded Complexes, with a single 95 gallon toter (receptacle with lid and wheels) at no additional charge. Any household that is eligible for a senior discount shall receive a smaller 65 gallon toter from the Contractor. Upon request; however, residents may exchange the refuse toter they receive for a smaller size at no additional charge within the first 120 days of the start of the Agreement; after which an exchange fee may apply. Any residents opening a new account with the Contractor will also get 120 days to exchange their refuse toter at no additional charge; after which an exchange fee shall apply.

b. The Contractor shall be responsible for providing receptacles for the centralized collection of refuse in Complexes. The Contractor shall consult the Village in selecting the type, model, color and logo of refuse receptacles to implement the refuse program in Complexes. The ownership of those refuse containers shall remain in the Contractor.

c. Refuse which is not readily storable in refuse containers shall be collected by the Contractor if it is stacked neatly alongside of refuse containers on regular refuse collection days.

5.9.3 Unlimited Pick-Up. The customer shall be permitted to put an unlimited number of trash containers out for pick-up as long as this material is the result of weekly accumulation or weekend cleanup projects. This material must be properly contained in cans or bags, and is not to exceed 35 gallons in size or 70 pounds in weight per can or bag, or large items that cannot be containerized, unless placed in the optional 96 gallon toters furnished by the Contractor.

5.9.4 White Goods. The Contractor will pick up any large domestic appliances, which include, but are not limited to; refrigerators, freezers, stoves, ranges, trash compactors, washers, dryers, dishwashers, furnaces, hot water heaters, air conditioners, humidifiers, dehumidifiers, microwaves and water softeners at no additional cost to the customer.

5.9.5 Construction Material. The Contractor shall pick up small amounts of construction material that is in proper containers, not to exceed 35 gallons, weighing less than 70 pounds (unless placed in the optional 96 gallon toter furnished by the Contractor) or bundled into 4-foot bundles not exceeding the 70 pounds, and secured on both sides. This debris from the small remodeling projects cannot exceed 2 cubic yards, the equivalent of 10 normal trash containers. This material will be picked up at no additional charge to the customer.

In the event large amounts of construction materials are placed at the curb, which exceeds 2 cubic yards, the customer shall be responsible to arrange a special pick-up for the removal and disposal of those materials. The charge for a special pick-up by the Contractor shall be negotiated between the Contractor and the customer requesting the service. The Contractor will provide the customer with an estimate upon said terms if requested by the customer, and if the customer so elects, the Contractor shall provide said service.

5.9.6 Christmas Tree Recycling. The Contractor shall run a special truck for the pick-up and recycling of Christmas trees on the regular pick-up day for a three-week period following Christmas at no additional charge. Trees that have decorations or that are put out for disposal after this time period will be picked up but not recycled.

5.9.7 Additional Service. On request, the Contractor shall provide the residents of the Village with any additional disposal service beyond that herein described for all types of refuse material including earth, sod, rocks, concrete, excavations and other materials (except for poisonous and toxic materials and large quantities of liquid requiring tanker truck disposal equipment) at a rate negotiated between the Contractor and the resident.

5.10 Recycling Collection.

5.10.1 General Service. The Contractor shall be required to provide comingled recycling collection once each week from every residence in the Village (excepting the Excluded Complexes) with pick up on the regular garbage pick up date each week.

5.10.2 Minimum Recyclable Materials to be Collected. The minimum recyclable materials to be collected shall include:

- a) Paper Items:
 - (i) Magazines and Catalogs
 - (ii) Telephone Directories
 - (iii) Generic Brown Paper Bags

- (iv) Junk Mail
 - (v) Mix Papers
 - (vi) Paperboard (Chipboard)
 - (vii) Wet Strength Carrier Stock
- b) Aseptic Packaging:
 - (i) Milk Cartons
 - (ii) Juice Boxes
 - c) Plastic:
 - (i) PET (#1) Plastic Bottles and Containers
 - (ii) HDPE (#2) Plastic Bottles and Containers
 - (iii) Plastic 6 & 12 Pack Rings
 - d) Metal:
 - (i) Aluminum Cans, Foil, Baking Trays/Pie Plates
 - (ii) Steel or Tin Cans
 - (iii) Aerosol Cans
 - e) Glass:
 - (i) Bottles and Jars
 - (ii) Brown, Green, Blue and Clear Glass

5.10.3 Recycling Receptacles. The Contractor shall provide each account, except for Complexes with centralized pick up locations and Excluded Complexes, with a 65 gallon toter for recycling at no additional charge. Any household that is eligible for a senior discount as provided in Section 6 or where the head of household is physically disabled, shall be able to receive a smaller 35 gallon toter from the Contractor upon request. Upon request; however, residents may exchange the recycling toter they receive for a 35 or 65 gallon toter at no additional charge within the first 120 days of the start of the agreement; after which an exchange fee may apply. Any residents opening a new account with the Contractor will also get 120 days to exchange their recycling toter at no additional charge; after which an exchange fee may apply. The Contractor shall be responsible to replace any toters which have been substantially damaged during the term of the Franchise Agreement. The Contractor shall consult the Village in selecting the type, model, color and logo for recycling toters. The ownership of the recycling toters shall remain in the Contractor.

The Contractor shall be responsible for providing receptacles for the centralized collection of recyclable materials in Complexes. The Contractor shall consult the Village in selecting the type, model, color and logo of recycling receptacles to implement the recycling program in Complexes. The ownership of those recycling containers shall remain in the Contractor.

5.10.4 Non-Conforming Recycling Receptacles. Ordinarily there will be no more than a single recyclable material container placed at the curb by the occupants of each residence. However, residents will be allowed to supplement the single container

with a generic container if the receptacle provided by the Contractor is not large enough to accommodate a resident's needs. Recyclable material packed in such generic containers shall be collected by the Contractor on regular recycling collection days with all other recyclable material; at no additional charge.

5.10.5 Recyclable Material Disposition. The Contractor shall, at least once a month, transport all recyclable material collected from recycling totes to a recyclable material processing facility which is actually engaged in the business of reusing or recycling such materials. Any and all recyclable material processing facilities which may receive recyclable material collected through the service herein described, and the intended use of the processed material, shall be subject to approval by the Village.

5.11 Yard Waste Collection.

5.11.1 General Yard Waste Service. The Contractor shall be required to provide yard waste collection once each week on the regular refuse collection date during the yard waste season set forth in Section 5.11.2. Yard waste collection and disposal services shall be provided at no direct charge to Village residents, who will pay for such services solely through the purchase of yard waste stickers. All approved yard waste bags set forth in Section 5.11.3, with appropriate yard waste stickers set forth in Section 5.11.5, will qualify to be collected by the Contractor.

5.11.2 Yard Waste Season. Yard Waste will be required to be collected only during the designated yard waste season. The Village is requesting a yard waste season beginning April 1st and ending between November 30th and December 15th. If the yard waste disposal facility used by the Contractor closes for the season in December, the yard waste collection season will extend into December. Otherwise, the season will end November 30th of each year.

5.11.3 Yard Waste Receptacles. Residents shall purchase regular yard waste bags constructed of one-ply 50# natural generic paper and one-ply 50# wet strength paper with a capacity of 30 gallons for their yard waste receptacles.

5.11.4 Yard Waste Sticker Distribution. The Contractor shall be responsible for the printing, distribution and sale of an ample supply of yard waste disposal stickers. The Contractor shall arrange for a minimum of six (6) retail outlets located in the Village to aid in the sale of the stickers. The Village also agrees to act as a sticker retailer for the Contractor. The Contractor shall also make disposal stickers available through the mail. The Contractor shall be authorized to add the cost of postage only to the cost of disposal stickers sold through the mail. The Village shall not incur any liability for payment or other obligations to the Contractor for the stickers. The Contractor shall be solely responsible for collection of sticker sale proceeds. Residents shall have the right to purchase stickers in as small a quantity as one (1) sticker at a time.

The Contractor shall be permitted to sell stickers to retailers on a billable basis only. The Contractor shall not charge retailers or the Village for storage, handling, delivery, or

any other services associated with the distribution of yard waste stickers. Retailers will be required to pay the Contractor for any previous order of disposal stickers before additional sticker orders are filled except in cases where the retailer works on a thirty (30) day billing cycle. The Contractor shall have the right to cease supplying stickers to any retailer who becomes more than thirty (30) days in arrears in making payments on its account. The Contractor shall notify the Village of the names of retailers to which the supply of stickers has been suspended as soon as the suspension occurs.

5.11.5 Sticker Design and Accountability. The Village reserves the right to approve the form, design, and wording of the yard waste disposal stickers before their fabrication. Disposal stickers shall be produced on paper and have an elongated rectangular form meeting approval of the Village. The front of the disposal sticker shall be of a bright, neon colored background and bear the Contractor's name and phone number and the Village's logo, and shall not include an expiration date. The stickers will expire once the contract expires. If an agreement can be made and the Contractor's services are request for two (2) more years after the initial 5 year period, the stickers will stay valid during the full term in which the Contractor provides yard waste collection services. The back of the sticker shall list instructions for proper use of the stickers.

The Contractor is responsible for all accounting of stickers. The Village recommends the use of serial numbers to aid in accounting and deter counterfeiting. The Village shall not be held liable for any counterfeiting of stickers that may occur.

Stickers shall have a pressure sensitive adhesive which will effectively adhere to disposal unit containers in all weather conditions.

5.11.6 Honoring All Stickers. The Contractor shall agree to honor all yard waste stickers purchased by residents throughout the term of the Agreement regardless of the price at which the disposal sticker was purchased. The Contractor shall provide the same level of service for previously purchased stickers as is provided for stickers sold at an adjusted sale price. For this reason, stickers shall be produced without a price printed on them.

5.11.7 Sticker handling Fees. The Village reserves the right to allow retailers to charge a markup (handling fee) to prevent loss of revenue from credit card purchases. This mark-up will be limited to 2% above the Contractor's quoted waste sticker price. Such a mark-up shall be added only at the retail level by the retailer and shall be retained by the retailer.

5.11.8 Sticker Display. The Contractor shall be responsible for producing a tasteful sticker display system and negotiating with store owners for their placement in such retail outlets. At a minimum the display must include a company logo and inform residents of the law prohibiting the mixing of yard waste with refuse, clearly identify the need to purchase the designated yard waste stickers and inform residents that yard waste which is not appropriately bagged and marked with a sticker, will not be collected.

5.11.9 Fall Leaf Pick-Up. In addition to the regular yard waste pick up, the Village is requesting a fall leaf pick-up beginning October 1st and ending between November 30th and December 15th. If the yard waste disposal facility used by the Contractor closes for the season in December, the yard waste collection season will extend into December. Otherwise, the season will end November 30th of each year. The leaves shall only be contained in generic yard waste bags. There will be no limit in the number of bags. Leaves will be collected at no additional charge and a sticker is not required.

5.11.10 Yard Waste Disposal. The Contractor shall transport all yard waste materials to a yard waste composting site which meets the requirements of the specifications and provisions of all applicable laws.

5.11.11 Trees, Tree Branches or Brush. The Contractor shall not be required to collect trees, tree branches and brush. Large logs and tree stumps, in excess of 6 inches in diameter and other material which is not conducive to composting shall not be collected by the contractor, unless the parties mutually agree on brush collection as evident by an addendum signed by both parties attached to this agreement.

5.12 Service to Village.

5.12.1 Municipal Facilities. The Contractor will provide the services hereinabove described, at all Village facilities, including the collection and recycling of mixed office paper and other recyclables, together with the collection and disposal of bar screen and grit chamber wastes generated by the Village sewage treatment plants, as well as roll-off containers for yard waste collected at Public Works at no charge to the Village. Below is a list of services the Contractor will provide at the facilities maintained by the Village.

- a) Village Hall and Police Department, 228 Main Street, two 2 yard refuse containers serviced twice a week, plus two 2 yard recycle containers serviced once a week.
- b) Public Works, 1150 Bittersweet Drive, two 2 yard refuse containers and a ten yard recycling container serviced once a week.
- c) Public Works Street Department, 1150 Bittersweet Drive, one 20 yard roll off container for Yard Waste serviced on call, one 10 yard roll off container for Street Sweeping serviced on call (this roll off container would be most serviced during the yard waste season and would most likely be serviced once a week).
- d) Metra Station, 120 E. Railroad Avenue, one 2 yard refuse container serviced once a week.

- e) Bartlett Hills Golf Course, 800 W. Oneida Avenue, two 6 yard refuse containers serviced twice a week, one 6 yard paper recycling container serviced once a week and ten 95 gallon recycling totes serviced once a week.
- f) Various areas of downtown Bartlett, 37 refuse bins, serviced twice each week. (A map is provided in Appendix D)
- g) The intersection of the Bartlett Trail and S. Prospect Ave. One refuse bin, serviced twice each week. (A map is provided in Appendix D)
- h) Pick up added if reasonable and necessary, to additional facilities owned and/or operated by the Village, at no additional cost to the Village.
- i) Refuse and recyclable material from buildings owned and leased by the Village shall be collected from receptacles at a reasonably accessible location designated by the Village Administrator.

5.12.2 Village Recycling Program. The Contractor shall maintain a program to collect and recycle all recyclable materials generated in all buildings owned or leased by the Village. The location of the centrally located recyclable material container(s) shall be agreed upon by the Contractor and the Village. Containers used for the storage of recyclable materials shall exhibit a prominent recycling emblem on the exterior. The office recycling collection program shall be provided at no charge by the Contractor. This service may be performed under subcontract subject to approval of the Village.

5.12.4 Special Events. The Contractor shall provide the necessary services to Bartlett's 4th of July Celebration, the Village's National Night Out Celebration and the Kickstand Classic. These services would include refuse and recycling services as well as providing a sufficient number of portable rest room facilities, including ADA accessible rest rooms as needed, and hand washing stations, at no charge to the Village. The minimum number of portable toilets, hand washing stations and dumpsters for said events shall be as follows:

- a) Bartlett's 4th of July Celebration (up to 5 days)
 - 1. 30 total portable toilets
 - 2. 17 hand wash stations
 - 3. 5 20-yard roll-off dumpsters
- b) National Night Out (1 day)
 - 1. 6 total portable toilets
 - 2. 1 hand wash station
 - 3. 1 20-yard roll-off dumpster
 - 4. 60 event boxes (30 lids, 100 liners)

- c) Kickstand Classic (1 day)
 - 1. 5 total portable toilets
 - 2. 1 hand wash station
 - 3. 20 event boxes

5.12.5 Disaster Clean-Up Service. In the event of a disaster, as declared by the Village President, the Contractor will provide upon request, additional vehicles, equipment and employees to maintain a normal collection schedule or as nearly practicable a schedule agreeable to the Village. The Contractor will be responsible for servicing the Village in a timely manner.

In addition, the Contractor and the Village will negotiate a fee to be paid for any additional services that may be required during an emergency, such as providing emergency Port-o-Lets, roll-off dumpsters and any additional curbside pick-ups. If an agreement cannot be reached between the Contractor and the Village, the Village will be entitled to pursue the necessary services from another company.

6.0 Contractor Compensation. During the period January 1, 2018 through December 31, 2022, the Contractor shall receive compensation for providing the Services as follows:

6.1 Rates. The Contractor agrees to provide, for the term of the Contract, the once-a-week residential refuse, recycling, yard waste and e-recycling collection and the other Services as provided in Section 5 of this Agreement. All charges for services will be billed quarterly to the residents at the following rates:

Single family curbside	1/01/2018 through 12/31/2018	\$18.90
	1/01/2019 through 12/31/2019	\$19.38
	1/01/2020 through 12/31/2020	\$19.87
	1/01/2021 through 12/31/2021	\$20.47
	1/01/2022 through 12/31/2022	\$21.09
Single family curbside Senior citizen	1/01/2018 through 12/31/2018	\$17.06
	1/01/2019 through 12/31/2019	\$17.49
	1/01/2020 through 12/31/2020	\$17.94
	1/01/2021 through 12/31/2021	\$18.48
	1/01/2022 through 12/31/2022	\$19.04
Multi-family curbside	1/01/2018 through 12/31/2018	\$17.06
	1/01/2019 through 12/31/2019	\$17.49
	1/01/2020 through 12/31/2020	\$17.94
	1/01/2021 through 12/31/2021	\$18.48
	1/01/2022 through 12/31/2022	\$19.04
Multi-family curbside senior citizen	1/01/2018 through 12/31/2018	\$15.41
	1/01/2019 through 12/31/2019	\$15.80

	1/01/2020 through 12/31/2020	\$16.20
	1/01/2021 through 12/31/2021	\$16.69
	1/01/2022 through 12/31/2022	\$17.20
Multi-family centralized	1/01/2018 through 12/31/2018	\$13.31
	1/01/2019 through 12/31/2019	\$13.65
	1/01/2020 through 12/31/2020	\$14.00
	1/01/2021 through 12/31/2021	\$14.42
	1/01/2022 through 12/31/2022	\$14.86
Multi-family centralized senior citizen	1/01/2018 through 12/31/2018	\$12.03
	1/01/2019 through 12/31/2019	\$12.34
	1/01/2020 through 12/31/2020	\$12.66
	1/01/2021 through 12/31/2021	\$13.04
	1/01/2022 through 12/31/2022	\$13.44
Yard waste stickers		
Per sticker	1/01/2018 through 12/31/2018	\$2.50
	1/01/2019 through 12/31/2019	\$2.75
	1/01/2020 through 12/31/2020	\$3.00
	1/01/2021 through 12/31/2021	\$3.25
	1/01/2022 through 12/31/2022	\$3.50
Toter exchange fee	1/01/2018 through 12/31/2018	\$30.00
	1/01/2019 through 12/31/2019	\$30.00
	1/01/2020 through 12/31/2020	\$30.00
	1/01/2021 through 12/31/2021	\$35.00
	1/01/2022 through 12/31/2022	\$35.00

6.2 Collection of Charges. All charges for service shall be collected by the Contractor directly from its customers. The Contractor shall not look to the Village, but shall look solely to its customers, for the payment of its charges for collection and disposal pursuant to this Contract.

6.3 Senior Discount. The Contractor shall offer a 10% senior discount. The rates shown in Section 6.1 include a senior discount for each housing type. Each household where the person in whose name the bill is issued is 65 years of age or older, and that person furnishes documentation to the Contractor that verifies that he or she resides at the address to which the bill is sent and the Services are rendered.

6.4 Price Change. The rate changes set forth in Section 6.1 shall be effective on January 1st of each year for Services performed after that date until the next rate change as provided in this Franchise Agreement.

6.5 Changes in Law. The fees provided above in this section shall include any and all charges, taxes and fees for the collection, transportation and disposal of all refuse and yard waste collected and the transportation and processing and disposition of all recyclable materials. The Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against the Village or the contractor in connection with the Contractor's facilities and for all licenses, permits, certificates of authorities, and inspections required for this work. In the event there is a change or addition in new local, state or federal rules, ordinances, regulations, taxes or government charges, that affects the Contractors cost of providing the service, such as a sales tax on services, other than property taxes, the Contractor may adjust the established rates accordingly. Any changes in rates must be supported by documentation. Upon discussion, if an agreement can be reached, then the agreed upon price shall be passed on to the customer.

6.6 Records. The Contractor shall maintain complete and accurate books, records and accounts showing its total quarterly billings for the collection service in the Village, and gross receipts from the sale of recyclable materials during the term, and any renewal term if this Franchise Agreement is extended. Such books and records shall be made available for examination and audit by the Village at any time during business hours.

7.0 Adherence to Schedule. The Contractor shall carefully adhere to the Schedule as set forth in Section 5.7 of this Franchise Agreement. Time shall be of the essence of this Contract. The Schedule shall not be changed without the consent of the Village nor without giving a minimum of thirty (30) days written notice to all affected residents by enclosing a copy of such notice with the mailing of the Contractor's last invoice immediately preceding such Schedule change and by publishing the Schedule change three (3) times in a newspaper of general circulation in the Village. **Failure of the Contractor to adhere to the Schedule shall be a material breach of this Contract and grounds for its immediate termination.**

7.1 Construction No Excuse. The Contractor shall not be excused for failure to comply with the Village-approved Schedule by reason of any street or other construction work performed by the Village or its contractors. The Village reserves the right to construct any improvement or to permit any construction in any street, which may have the effect, for a time, of preventing the Contractor from traveling its accustomed route or routes for collection. The Contractor shall continue to collect the refuse, recyclable material, and yard waste by a reasonably acceptable method to the same extent as though no interference existed upon the streets formerly traversed, without extra cost to Village residents.

7.2 Public Awareness Information. The Contractor shall assist the Village with notifying the residents of their collection days and changes in service schedules due to holidays throughout the duration of this Contract. Contractor shall create, supply and maintain throughout the term of the Franchise Agreement an informational brochure to the Village for distribution to new residents and residents upon request. The brochure shall inform residents of the aspects included in the residential

refuse, recycling and yard waste collection service. The Contractor and the Village shall mutually agree upon the contents of the informational brochure.

7.3 Holiday Notification. The Contractor shall also assist the Village with notifying the residents of their collection days and changes in service schedules due to holidays throughout the duration of the franchise contract.

8.0 No Strike Clause. The Contractor shall continue to provide services in a timely and complete manner, in the event of any labor stoppage or slow down. The contractor shall be obligated to take all reasonable and necessary steps to secure, at its sole expense, replacement employees and or subcontractors to perform its obligations under this Contract.

9.0 Reporting and Customer Service.

9.1 Monthly Reporting Requirements. The Contractor shall provide the Village with the following monthly reports:

- a) Complaints. A report of all resident complaints, the dates and times of such complaints, and the corrective action taken by the Contractor with respect to each complaint, and the dates and time when the corrective action was taken with respect to each complaint, upon request of the Village.
- b) Refuse. A report on the status of the refuse collection program, including an account of the volume of refuse collected each month and the disposition of same.
- c) Recycling. A report on the status of the curbside recycling program, including an account of weekly and monthly participation rates, the volume of recyclable materials collected and deposited at any and all material processing facilities, revenues collected from the material processing facilities, and summaries of any problems encountered with program implementation.
- d) Yard Waste. A report on the status of the yard waste collection program, including the volume of yard waste collected (separated into amounts of leaves and grass) and deposited at each yard waste processing facility, and summaries of problems encountered with program implementation.
- e) E-Recycling. The Contractor will report on the status of the e-recycling program, including an account of the volume of e-recyclables collected each month and summaries of problems encountered with program implementation.

- f) In the event the parties mutually agree on brush collection as set forth by a signed addendum, the Contractor will report on the status of the brush collection program, including an account of the volume of brush collected each month and summaries of problems encountered with program implementation.

9.2 Complaint Response. The Contractor shall maintain an office equipped with sufficient telephones and personnel to provide prompt, courteous and efficient service at which Bartlett customers can pay their bills, to residents wishing to request service, or file complaints by telephone or in person, Monday through Friday (except holidays) from 9:00 a.m. until 4:30 p.m. Every complaint shall be given prompt, courteous attention. In the case of alleged missed collections, the Contractor shall investigate, and, if such allegation is verified, shall make the collection within 24 hours after the complaint is received.

9.3 Contact. The Contractor shall provide a point of contact to the Village to handle any issues relative to the franchise contract as well as any complaints received by the Village regarding the refuse, recycling, yard waste and e-recycling collection services provided by the Contractor.

10.0 General Provisions.

10.1 Compliance with Laws. The Contractor shall covenant and agree to comply at all times with all laws, ordinances, and regulations of the Village of Bartlett, the Counties of Cook, DuPage and Kane, the State of Illinois, and the United States, in the performance of Service under the Agreement, including, but not limited to environmental laws and regulations.

10.2 Notice of Schedule Default Required. If at any time during the course of this Franchise Agreement the Contractor shall collect waste from any zone of the Village on a day other than the scheduled day (except in case of the holidays specified above) the same shall constitute a detail and the Contractor shall immediately notify the Village of the Schedule violation. The failure of the Contractor to notify the Village prior to the anticipated deviation from the Schedule or immediately following Schedule violation shall constitute a "Default" under the Contract. If a similar violation should occur during the three (3) week period immediately following the week of the original Schedule Default violation, it shall constitute a material breach of this Contract and grounds for its immediate termination notwithstanding whether notice thereof was given to the Village on a timely basis.

10.3 Indemnification. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold the Village, its officers, officials, employees, agents, consultants and volunteers harmless from and against any and all liability, claims and attorney's fees, costs and expenses of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the Service or performance of work or failure to perform under the terms of this Contract, including, but not limited

to, any negligent or intentional acts or omissions of Contractor, or any employee, agent, representative or subcontractor of the Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of the Village. This obligation to indemnify shall survive the termination and/or expiration of this Agreement. 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.

10.4 Performance Bond. The Contractor shall furnish an acceptable Performance Bond not later than ten (10) working days following the execution of the Franchise Agreement, executed by a surety company having a policy rating of at least A- and a financial rating of at least VIII in the latest edition of A.M. Best's Insurance Guide and licensed to do business in the State of Illinois, in the penal sum of Five Hundred Thousand (\$500,000.00) Dollars, subject to annual renewal by Continuation Certificate, and subject to thirty (30) days written notice by certified mail to the Village by the surety company of any decision not to issue a Continuation Certificate. Said bond shall indemnify the Village against any loss resulting from any breach or failure of performance by the Contractor.

10.5 Insurance. The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor its agents, representatives, or employees.

10.5.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

10.5.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned) autos, with limit no less than \$5,000,000 per accident for bodily injury and property damage.

10.5.3 Workers' Compensation: Insurance as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

10.5.4 Pollution Liability – Broadened Coverage for Covered Autos: Insurance Services Offices Form Number CA 99 48 03 06 applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

10.5.5 Contractors Pollution Liability applicable to the work being performed with landfill closure coverage with a limit of no less than \$5,000,000 per claim or occurrence or \$5,000,000 aggregate per policy period of one year

10.5.6 If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Village requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Village.

10.5.7 Self-insured retentions must be declared to and approved by the Village. At the option of the Village, the Contractor shall provide coverage to reduce or eliminate such self-insured retentions as respects the Village, its officers, officials, employees, and volunteers; or the Contractor shall provide evidence satisfactory to the Village guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Village in the event of default of the named insured

10.5.8 The General Liability, Automobile Liability, Pollution Liability-Broadened Coverage for Covered Autos, and Contractors Pollution Liability policies are to contain, or be endorsed to contain, the following provisions.

10.5.8.1 **The Village of Bartlett, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance using the following form(s): CG 20 10, or CG 20 26; and CG 20 37 forms if later revisions used.

10.5.8.2 For any claims related to this contract, the **Contractor's insurance coverage shall be primary** coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

10.5.8.3 Each insurance policy required above shall provide that coverage shall not be cancelled, except with thirty (30) days written notice to the Village.

10.5.9 In lieu of the Pollution Liability-Broadened Coverage for Autos, the Automobile Liability policy may alternately be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the Contract, or said equivalent coverage may also be provided on the Contractors Pollution Liability policy.

10.5.10 If Contractors Pollution Liability coverages are written on a claims-made form:

10.5.10.1 The Retroactive Date must be shown, and must be before the date of the Contract or the beginning of contract work.

10.5.10.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.

10.5.10.3 If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion the Contract work.

10.5.10.4 A copy of the claims reporting requirements must be submitted to the Village for review.

10.5.11 Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII,. If Contractors Pollution Liability coverage is not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company shall have an A.M. Best rating of A:X or higher.

10.5.12 Contractor shall furnish the Village with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this Contract. All certificates and endorsements are to be received and approved by the Village before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Village reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

10.5.13 Contractor hereby grants to the Village a waiver of subrogation which any insurer may acquire against the Village, its officers, officials, employees, and volunteers, from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the Village has received a waiver of subrogation endorsement from the insurer.

10.5.14 The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Village for all work performed by the Contractor, its employees, agents, and subcontractors.

10.5.15 Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the Village is an additional insured on insurance required from subcontractors. For all CGL coverage, subcontractors shall provide coverage with a format at least as broad as CB 20 38 04 13.

10.5.16 All insurance required to be written herein shall be placed with insurers licensed to do business in the State of Illinois and licensed by the Illinois Department of Insurance.

10.5.17 The Village reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10.6 Equal Employment Opportunity. Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. paragraph 2000a, et seq.) and the Illinois Human Rights Act (775 ILCS 5/1-101, et seq.) including:

- 1) Refraining from unlawful discrimination in employment and undertake affirmative action to eliminate the effects of any past discrimination.
- 2) Comply with the procedures and requirements of the Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.
- 3) Provide such information with respect to its employees and applicants for employment, as the Department of Human Rights may reasonably request.

10.7 Remedies and Penalties. If the Contractor fails to perform any of its obligations under the Contract to the reasonable satisfaction of the Village, such failure shall constitute a default ("Default"), the Village shall have as such one or more of the following remedies as it may elect:

In the event of Contractor's failure to collect, remove and properly dispose of the refuse, recyclable materials, and yard waste in accordance with the time periods set forth herein for more than 3 consecutive days (excluding Sundays, Saturdays and holidays), the Village Administrator may cause such refuse and other disposable materials to be collected and disposed of by means available to the Village, and any and all expense incurred by the Village for that purpose shall be charged to the Contractor and collected from the Surety under the performance bond submitted pursuant to this Contract.

Except for the violation of those terms and provisions of this Contract which expressly state that the failure constitutes a material breach and grounds for its immediate termination, if Contractor is otherwise in default of this Contract, the Village may notify the Contractor that it is in Default, stating in general terms the nature of the Default, and that the Contractor's rights under the Contract will be terminated in 60 days unless the Contractor cures its Default within 30 days (the "Cure Period"). If the Contractor fails to cure its Default within the 30 day cure period after such notice of default, the Contractor's rights under the Contractor shall cease 60 days after such notice. After such notice of default, the Contractors rights under the Contract shall cease 60 days after such notice. Notwithstanding the foregoing, in the event there is a recurring Default of the same or similar nature defined as two instances of the same or similar default

within a twelve (12) month period, then the Contractor shall forfeit its right to cure such defaults and the Village may elect to terminate the contract on 30 days' notice.

10.8 Independent Contractor Not Employed. The Contractor is and shall be considered as an independent contractor and neither the Contractor nor its employees are or are to be considered as employees or servants of the Village.

10.9 Right of Inspection. The Contractor shall, upon reasonable notice, make accessible for inspection by the Village, every landfill, incinerator, transfer station, recycling facility, and yard waste disposal site which receives waste from the Village as a result of the Contract, and all contracts, records and manifests with respect to each such facility if so requested by the Village.

10.10 Additional Requirements. The Contractor at all times shall maintain access to disposal facilities approved by IEPA, the necessary financial resources, the vehicles, equipment and supplies, personnel, permits and licenses required to perform the Services, all in accordance with the specifications and provisions contained in the Contract.

10.11 Change in Service. If the Village should wish to change the type or scope of service provided during the term of this Franchise Agreement, the Village shall have the option to initiate the change in service by notifying the Contractor in writing at least 30 days prior to when a proposed change in service would begin. The Village and the Contractor agree to negotiate the terms and price of such a change in service in good faith after proper notice has been given. In the event that the Village and Contractor are unable to agree to alternate terms, the existing Franchise Agreement shall remain in force or be terminated, in accordance with the provisions of this Franchise Agreement.

10.12 No Right to Assign. The Contractor shall not have the right to assign this Agreement or any portion thereof, or any disposal operations herein required to be performed by the Contractor without first having obtained the written approval of the Village Administrator and the subletting of the franchise contract or any part thereof, will not relieve the Contractor of any of its liabilities under the terms of this Contract.

10.13 Expenses. Except as otherwise expressly set forth in this Contract, each party shall pay and be solely responsible for the expenses incurred by it under or in connection with this Contract, including its own counsel fees.

10.14 Amendment and Waiver. This Contract may be amended only by written agreement between the parties. No waiver by either party of any breach hereunder shall be deemed a waiver of any other or any subsequent breach.

10.15 Entire Agreement. This Contract and the exhibits to this Contract constitute the entire agreement between the Villages and supersede all prior agreements, representations, statements, promises or understandings not specifically

set forth in this Contract and its exhibits, or in the schedules, documents and instruments to be delivered under the terms of this Contract.

10.16 Choice of Law. This Contract shall be governed by, and administered and interpreted in accordance with, the laws of the State of Illinois.

10.17 Severability. Whenever possible, each provision of this Contract and any other statement, instrument or transaction contemplated by or relating to this Contract shall be interpreted in such a manner as to be effective and valid under Illinois law; but, if any provision of this Contract or any other statement, instrument or transaction contemplated by or relating to this Contract shall be held to be prohibited or invalid under Illinois law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract or any other statement, instrument or transaction contemplated by or relating to this Contract.

10.18 Default. This Franchise Agreement may be enforced in law or in equity, including specific performance and injunctive relief. In the event of default of either party, the defaulting party shall be liable for the non-defaulting party's damages and expenses, including its reasonable attorneys' fees.

10.19 Notices. All notices or other communications required or permitted under this Contract shall be in writing and shall be deemed to have been duly given or made (i) upon delivery by hand or transmittal by telecopy provided such telecopy is confirmed by the recipient or (ii) 2 business days after deposit in the United States Mail, certified or registered, postage pre-paid, return receipt requested to the parties at the following addresses:

If to the Village:

Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103
Attn: Paula Schumacher,
Village Administrator
Telephone: 630 - 837-0800
Facsimile: 630 - 837-7168

If to the Contractor:

Groot Industries of Elk Grove Village, IL
2500 Landmeier Road
Elk Grove Village, Illinois, 60007
Attn: John Clifford, Municipal Services
Manager
Telephone: 773-242-1977
Facsimile: 773-601-6639

With a copy to:

Bryan E. Mraz
Bryan E. Mraz & Associates
111 East Irving Park Road
Roselle, Illinois, 60172
Telephone: 630 – 529-2541
Facsimile: 630 – 529-2019

provided, however, that the designation of a change of addressee or address, or both, by notice given hereunder shall not be effective until actually received. Any addressee

designated above to whom copies of notices are designated to be sent shall be provided copies of notices for informational purposes only, any such copies may be sent via regular mail and a failure to give or to receive copies of notices shall not affect the validity of notice given to the parties or otherwise be construed as a failure to give notice.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts, on the day and year first above written.

VILLAGE OF BARTLETT

GROOT INDUSTRIES of Elk Grove
Village, IL

By: _____
Kevin Wallace, Village President

By: _____
District Manager

Attest:

Attest:

Lorna Giless, Village Clerk

Title: _____

Addendum# 1- Brush Collection Monthly Fee

1. In section 1.0, in the third line after “yard waste,” add “brush collection.”
2. In section 2.0, in the second line after “yard waste,” add “brush collection.”
3. In section 4.1, in the third line after “yard waste,” add “brush collection.”
4. In section 5.1, in the fifth line after “yard waste,” add “brush collection.”
5. In section 5.2, in the second line after “waste,” add “brush collection.”
6. In section 5.3, in the fifth line after “waste,” add “brush collection.”
7. In section 5.4, in the first line after “yard waste,” add “brush collection.”
8. In section 5.5, in the second line after “yard waste,” add “brush collection.”
 In section 5.5, in the fourth line after “yard waste,” add “brush collection.”
 In section 5.5, in the seventh line after “yard waste,” add “brush collection.”
9. In section 5.6, in the first line after “yard waste,” add “brush collection.”
10. In section 5.8, in the first line after “yard waste,” add “brush collection.”

11. 6.0 Brush Collection Rates. The chart below identifies the monthly fee residents in single family and multifamily non-centralized units will pay for brush collection services. All Units that fall under these categories will be charged the fee for all 12 months of the year for this service.

Service Type	Unite of Measure	Unit price 2018	Unit Price 2019	Unit Price 2020	Unit Price 2021	Unit price 2022
Single family	Per Month	\$0.45	\$0.47	\$0.49	\$0.51	\$0.53
Multi-family	Per Month	\$0.45	\$0.47	\$0.49	\$0.51	\$0.53

12. 6.1 Rates. The Contractor agrees to provide, for the term of the Contract, the once-a-week residential refuse, recycling, yard waste, brush and e-recycling collection and the other Services as provided in Section 5 of the Waste Hauler Agreement. All charges for services will be billed quarterly to the residents at the following rates:

Single family curbside	1/01/2018 through 12/31/2018	\$19.35
	1/01/2019 through 12/31/2019	\$19.85
	1/01/2020 through 12/31/2020	\$20.36
	1/01/2021 through 12/31/2021	\$20.98
	1/01/2022 through 12/31/2022	\$21.62
Single family curbside Senior citizen	1/01/2018 through 12/31/2018	\$17.51
	1/01/2019 through 12/31/2019	\$17.96
	1/01/2020 through 12/31/2020	\$18.43
	1/01/2021 through 12/31/2021	\$18.99
	1/01/2022 through 12/31/2022	\$19.57
Multi-family curbside	1/01/2018 through 12/31/2018	\$17.51
	1/01/2019 through 12/31/2019	\$17.96
	1/01/2020 through 12/31/2020	\$18.43

	1/01/2021 through 12/31/2021	\$18.99
	1/01/2022 through 12/31/2022	\$19.57
Multi-family curbside senior citizen	1/01/2018 through 12/31/2018	\$15.86
	1/01/2019 through 12/31/2019	\$16.27
	1/01/2020 through 12/31/2020	\$16.69
	1/01/2021 through 12/31/2021	\$17.20
	1/01/2022 through 12/31/2022	\$17.73
Multi-family centralized	1/01/2018 through 12/31/2018	\$13.31
	1/01/2019 through 12/31/2019	\$13.65
	1/01/2020 through 12/31/2020	\$14.00
	1/01/2021 through 12/31/2021	\$14.42
	1/01/2022 through 12/31/2022	\$14.86
Multi-family centralized senior citizen	1/01/2018 through 12/31/2018	\$12.03
	1/01/2019 through 12/31/2019	\$12.34
	1/01/2020 through 12/31/2020	\$12.66
	1/01/2021 through 12/31/2021	\$13.04
	1/01/2022 through 12/31/2022	\$13.44
Yard waste stickers	1/01/2018 through 12/31/2018	\$2.50
Per sticker	1/01/2019 through 12/31/2019	\$2.75
	1/01/2020 through 12/31/2020	\$3.00
	1/01/2021 through 12/31/2021	\$3.25
	1/01/2022 through 12/31/2022	\$3.50
Toter exchange fee	1/01/2018 through 12/31/2018	\$30.00
	1/01/2019 through 12/31/2019	\$30.00
	1/01/2020 through 12/31/2020	\$30.00
	1/01/2021 through 12/31/2021	\$35.00
	1/01/2022 through 12/31/2022	\$35.00

13. In section 7.1, in the seventh line after “yard waste,” add “brush collection.”

14. In section 7.2, in the seventh line after “recycling,” add “brush collection.”

15. In section 9.3, in the third line after “yard waste,” add “brush collection.”

16. **Scope of Brush Services.** The Contractor shall collect brush, provided that the material is cut into sections not less than two (2) feet or more than four (4) feet long and is not more than two (2) feet wide or two (2) feet tall. The brush material must be bundled together with twine and weigh no more than 50 pounds. The bundle(s) shall be stacked neatly on the curb.

17. **Brush Collection Schedule.** Brush collection for each residence will take place the same day they receive refuse, recycling, and yard waste collection.

18. **Brush Collection Season.** Brush collection season will start April 1 and end between November 30th and December 15th. If the brush disposal facility used by the contractor closes for the season in December, the brush collection season will extend into December. Otherwise, the season will end November 30th of each year.

If to the Village:
Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103
Attn: Paula Schumacher,
Village Administrator
Telephone: 630 - 837-0800
Facsimile: 630 - 837-7168

If to the Contractor:
Groot Industries of Elk Grove Village, IL
2500 Landmeier Road
Elk Grove Village, Illinois, 60007
Attn: John Clifford, Municipal Services
Manager
Telephone: 773-242-1977
Facsimile: 773-601-6639

With a copy to:
Bryan E. Mraz
Bryan E. Mraz & Associates
111 East Irving Park Road
Roselle, Illinois, 60172
Telephone: 630 – 529-2541
Facsimile: 630 – 529-2019

provided, however, that the designation of a change of addressee or address, or both, by notice given hereunder shall not be effective until actually received. Any addressee designated above to whom copies of notices are designated to be sent shall be provided copies of notices for informational purposes only, any such copies may be sent via regular mail and a failure to give or to receive copies of notices shall not affect the validity of notice given to the parties or otherwise be construed as a failure to give notice.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts, on the day and year first above written.

VILLAGE OF BARTLETT

GROOT INDUSTRIES of Elk Grove
Village, IL

By: _____
Kevin Wallace, Village President

By: _____
District Manager

Attest:

Attest:

Lorna Giless, Village Clerk

Title: _____

Addendum# 2- Brush Collection Sticker Program

1. In section 1.0, in the third line after “yard waste,” add “brush collection.”
2. In section 2.0, in the second line after “yard waste,” add “brush collection.”
3. In section 4.1, in the third line after “yard waste,” add “brush collection.”
4. In section 5.1, in the fifth line after “yard waste,” add “brush collection.”
5. In section 5.2, in the second line after “waste,” add “brush collection.”
6. In section 5.3, in the fifth line after “waste,” add “brush collection.”
7. In section 5.4, in the first line after “yard waste,” add “brush collection.”
8. In section 5.5, in the second line after “yard waste,” add “brush collection.”
 In section 5.5, in the fourth line after “yard waste,” add “brush collection.”
 In section 5.5, in the seventh line after “yard waste,” add “brush collection.”
9. In section 5.6, in the first line after “yard waste,” add “brush collection.”
10. In section 5.8, in the first line after “yard waste,” add “brush collection.”

11. 6.0 Brush Collection Rates. The chart below identifies the sticker price residents will pay for brush collection services. All Units that fall under these categories will be charged the fee for all 12 months of the year for this service.

Service Type	Unite of Measure	Unit price 2018	Unit Price 2019	Unit Price 2020	Unit Price 2021	Unit price 2022
Brush Collection	Per Sticker	\$2.50	\$2.75	\$3.00	\$3.25	\$3.50

12. 6.1 Rates. The Contractor agrees to provide, for the term of the Contract, the once-a-week residential refuse, recycling, yard waste, brush and e-recycling collection and the other Services as provided in Section 5 of the Waste Hauler Agreement. All charges for services will be billed quarterly to the residents at the following rates:

Single family curbside	1/01/2018 through 12/31/2018	\$18.90
	1/01/2019 through 12/31/2019	\$19.38
	1/01/2020 through 12/31/2020	\$19.87
	1/01/2021 through 12/31/2021	\$20.47
	1/01/2022 through 12/31/2022	\$21.09
Single family curbside Senior citizen	1/01/2018 through 12/31/2018	\$17.06
	1/01/2019 through 12/31/2019	\$17.49
	1/01/2020 through 12/31/2020	\$17.94
	1/01/2021 through 12/31/2021	\$18.48
	1/01/2022 through 12/31/2022	\$19.04
Multi-family curbside	1/01/2018 through 12/31/2018	\$17.06
	1/01/2019 through 12/31/2019	\$17.49
	1/01/2020 through 12/31/2020	\$17.94
	1/01/2021 through 12/31/2021	\$18.48

	1/01/2022 through 12/31/2022	\$19.04
Multi-family curbside senior citizen	1/01/2018 through 12/31/2018	\$15.41
	1/01/2019 through 12/31/2019	\$15.80
	1/01/2020 through 12/31/2020	\$16.20
	1/01/2021 through 12/31/2021	\$16.69
	1/01/2022 through 12/31/2022	\$17.20
Multi-family centralized	1/01/2018 through 12/31/2018	\$13.31
	1/01/2019 through 12/31/2019	\$13.65
	1/01/2020 through 12/31/2020	\$14.00
	1/01/2021 through 12/31/2021	\$14.42
	1/01/2022 through 12/31/2022	\$14.86
Multi-family centralized senior citizen	1/01/2018 through 12/31/2018	\$12.03
	1/01/2019 through 12/31/2019	\$12.34
	1/01/2020 through 12/31/2020	\$12.66
	1/01/2021 through 12/31/2021	\$13.04
	1/01/2022 through 12/31/2022	\$13.44
Brush stickers Per sticker	1/01/2018 through 12/31/2018	\$2.50
	1/01/2019 through 12/31/2019	\$2.75
	1/01/2020 through 12/31/2020	\$3.00
	1/01/2021 through 12/31/2021	\$3.25
	1/01/2022 through 12/31/2022	\$3.50
Yard waste stickers Per sticker	1/01/2018 through 12/31/2018	\$2.50
	1/01/2019 through 12/31/2019	\$2.75
	1/01/2020 through 12/31/2020	\$3.00
	1/01/2021 through 12/31/2021	\$3.25
	1/01/2022 through 12/31/2022	\$3.50
Toter exchange fee	1/01/2018 through 12/31/2018	\$30.00
	1/01/2019 through 12/31/2019	\$30.00
	1/01/2020 through 12/31/2020	\$30.00
	1/01/2021 through 12/31/2021	\$35.00
	1/01/2022 through 12/31/2022	\$35.00

13. In section 7.1, in the seventh line after "yard waste," add "brush collection."

14. In section 7.2, in the seventh line after "recycling," add "brush collection."

15. In section 9.3, in the third line after "yard waste," add "brush collection."

16. **Scope of Brush Services.** The Contractor shall collect brush, provided that the material is cut into sections not less than two (2) feet or more than four (4) feet long and is not more than two (2) feet wide or two (2) feet tall. The brush material

must be bundled together with twine and weigh no more than 50 pounds. The bundle(s) shall be stacked neatly on the curb.

17. **Brush Collection Schedule.** Brush collection for each residence will take place the same day they receive refuse, recycling, and yard waste collection.
18. **Brush Collection Season.** Brush collection season will start April 1 and end between November 30th and December 15th. If the brush disposal facility used by the contractor closes for the season in December, the brush collection season will extend into December. Otherwise, the season will end November 30th of each year.
19. **Refuse Sticker Distribution.** The Contractor shall be responsible for the printing, distribution and sale of an ample supply of brush disposal stickers. The Contractor shall arrange for a minimum of six (6) retail outlets located in the Village to aid in the sale of the stickers. The Village also agrees to act as a sticker retailer for the Contractor. The Contractor shall also make disposal stickers available through the mail. The Contractor shall be authorized to add the cost of postage only to the cost of disposal stickers sold through the mail. The Village shall not incur any liability for payment or other obligations to the Contractor for the stickers. The Contractor shall be solely responsible for collection of sticker sale proceeds. Residents shall have the right to purchase stickers in as small a quantity as one (1) sticker at a time. This price per sticker should be indicated in the chart below. **With the yard waste and brush stickers being the same prices for all five (5) years of the contract, the Contractor shall only be required to produce one (1) type of sticker and residents will be able to use the single type of sticker for brush collection and yard waste collection.**

The Contractor shall be permitted to sell stickers to retailers on a billable basis only. The Contractor shall not charge retailers or the Village for storage, handling, delivery, or any other services associated with the distribution of brush stickers. Retailers will be required to pay the Contractor for any previous order of disposal stickers before additional sticker orders are filled except in cases where the retailer works on a thirty (30) day billing cycle. The Contractor shall have the right to cease supplying stickers to any retailer who becomes more than thirty (30) days in arrears in making payments on its account. The Contractor shall notify the Village of the names of retailers to which the supply of stickers has been suspended as soon as the suspension occurs.

20. **Sticker Design and Accountability.** The Village reserves the right to approve the form, design, and wording of the refuse disposal stickers before their fabrication. Brush stickers shall be produced on paper and have an elongated rectangular form meeting approval of the Village. The front of the disposal sticker shall be of a bright, neon colored background and bear the Contractor's name and phone number and the Village's logo, and shall not include an expiration date. The stickers will expire once the contract expires. If an agreement can be made and the contractor's services are request for two (2) more years after the initial 5 year

period, the stickers will stay valid during the full term in which the contractor provides refuse collection services. The back of the sticker shall list instructions for proper use of the stickers.

The Contractor is responsible for all accounting of stickers. The Village recommends the use of serial numbers to aid in accounting and deter counterfeiting. The Village shall not be held liable for any counterfeiting of stickers that may occur.

Stickers shall have a pressure sensitive adhesive which will effectively adhere to disposal unit containers in all weather conditions.

21. **Honoring All Stickers.** The Contractor shall agree to honor all brush stickers purchased by residents throughout the term of the Agreement regardless of the price at which the brush sticker was purchased. The Contractor shall provide the same level of service for previously purchased stickers as is provided for stickers sold at an adjusted sale price. For this reason, stickers shall be produced without a price printed on them.
22. **Sticker Handling Fees and/or Village Service Charges.** The Village reserves the right to allow retailers to charge a markup (handling fee) to prevent loss of revenue from credit card purchases. This mark-up will be limited to 2% above the Contractor's quoted brush sticker price. Such a mark-up shall be added only at the retail level by the retailer and shall be retained by the retailer.
23. **Sticker Display.** The Contractor shall be responsible for producing a tasteful sticker display system and negotiating with store owners for their placement in such retail outlets. At a minimum the display must include a company logo and inform residents that brush needs to be appropriately twined together and marked with a brush sticker, or it will not be collected.

If to the Village:
Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103
Attn: Paula Schumacher,
Village Administrator
Telephone: 630 - 837-0800
Facsimile: 630 - 837-7168

If to the Contractor:
Groot Industries of Elk Grove Village, IL
2500 Landmeier Road
Elk Grove Village, Illinois, 60007
Attn: John Clifford, Municipal Services
Manager
Telephone: 773-242-1977
Facsimile: 773-601-6639

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

Telephone: 630 – 529-2541
Facsimile: 630 – 529-2019

provided, however, that the designation of a change of addressee or address, or both, by notice given hereunder shall not be effective until actually received. Any addressee designated above to whom copies of notices are designated to be sent shall be provided copies of notices for informational purposes only, any such copies may be sent via regular mail and a failure to give or to receive copies of notices shall not affect the validity of notice given to the parties or otherwise be construed as a failure to give notice.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts, on the day and year first above written.

VILLAGE OF BARTLETT

GROOT INDUSTRIES of Elk Grove
Village, IL

By: _____
Kevin Wallace, Village President

By: _____
District Manager

Attest:

Attest:

Lorna Giles, Village Clerk

Title: _____



Agenda Item Executive Summary

Item Name Acceptance of Public Improvements for
Traffic Control & Protection, Blue Heron
Business Park Committee
or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Attached is an ordinance to accept the public improvements for Traffic Control & Protection, 225 Miles Parkway in the Blue Heron Business Park. The owner, Chicoine Family Limited Partnership, has submitted a Bill of Sale, transferring ownership of the public improvements to the Village. A set of Record Drawings has been received and is on file.

The public improvements consist of an extension of the Village's water main system. Because this water main has been operational and functioning successfully for more than 12 months, Village staff recommends waiving the maintenance period.

ATTACHMENTS (PLEASE LIST)

Memo, PW Letter, Ordinance, Bill of Sale

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I MOVE TO APPROVE ORDINANCE _____, AN ORDINANCE ACCEPTING THE PUBLIC IMPROVEMENTS FOR TRAFFIC CONTROL & PROTECTION AT 225 MILES PARKWAY IN THE BLUE HERON BUSINESS PARK

Staff: Dan Dinges, Director of Public Works

Date: October 17, 2017

MEMORANDUM

To: Paula Schumacher, Village Administrator

From: Dan Dinges, Director of Public Works

Subject: Acceptance of Public Improvements for Traffic Control & Protection,
225 Miles Parkway, Blue Heron Business Park

Date: October 17, 2017

Attached is an ordinance to accept the public improvements for Traffic Control & Protection in the Blue Heron Business Park. The owner, Chicoine Family Limited Partnership, has submitted a Bill of Sale, transferring ownership of the public improvements to the Village. A set of Record Drawings has been received and is on file.

The public improvements consist of an extension of the Village's water main system. Because this water main has been operational and functioning successfully for more than 12 months, Village staff recommends waiving the maintenance period.

Please place this ordinance on the next available agenda.

MOTION: I MOVE TO APPROVE ORDINANCE _____, AN ORDINANCE ACCEPTING THE PUBLIC IMPROVEMENTS FOR TRAFFIC CONTROL & PROTECTION AT 225 MILES PARKWAY IN THE BLUE HERON BUSINESS PARK

October 9, 2017

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

Attn: Dan Dinges, Director of Public Works

**RE: VILLAGE ACCEPTANCE OF PUBLIC IMPROVEMENTS
TRAFFIC CONTROL & PROTECTION
225 MILES PARKWAY, BLUE HERON BUSINESS PARK**

Please be advised that the public improvements have been completed for the Traffic Control & Protection facility, located at 225 Miles Parkway in the Blue Heron Business Park.

All punch list work, for items covered by the Site Plan Completion Letter of Credit, have been successfully completed. The Public Works Department has conducted final reviews and inspections of the public improvements. As a result, it has been determined that the public improvements have been constructed in substantial conformance with the approved Final Engineering Plans and Specifications for the Traffic Control & Protection project.

The owner, Chicoine Family Limited Partnership, has submitted a Bill of Sale, transferring ownership of these public improvements to the Village. A set of reproducible Record Drawings, showing the completed public improvements, has been received. The public improvements consist of an extension of the Village's water main system. Because this water main has been in place and operating without problems for more than 12 months, I recommend that the Maintenance Period be waived.

The installation of the proposed on-site water main has required establishing a Public Utility Easement for the water main and all fire hydrants. The Plat of Easement has been submitted to the Village for their signatures.

I recommend that the Village Board adopt an Ordinance accepting the public improvements for Traffic Control & Protection at 225 Miles Parkway in the Blue Heron Business Park.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Allen".

Robert Allen, P.E.
Village Engineer

Attachment

cc: Lorna Giless, Village Clerk, w/original Bill of Sale
Beth Uργο, Public Works
Brian Goralski, Building Director
Todd Dowden, Director of Finance
Bryan Mraz, Village Attorney
Jim Plonczynski, Community Development Director
Bob Chicoine, Traffic Control & Protection

ORDINANCE 2017-

**AN ORDINANCE ACCEPTING THE PUBLIC IMPROVEMENTS FOR
TRAFFIC CONTROL & PROTECTION, 225 MILES PARKWAY
BLUE HERON BUSINESS PARK**

WHEREAS, the Village Engineer has reported to the corporate authorities that the water distribution system, (“the Public Improvements”) for the site known as Traffic Control & Protection – 225 Miles Parkway, (“the Development”) were completed substantially in accordance with the plans and specifications therefore and the requirements of the Village Subdivision Ordinance on April 1, 2017 (“the Completion Date”) and that Meridian Design Build LLC, the developer of the Subdivision, (“the Developer”) has presented evidence that all of the Public Improvements have been fully paid for; and

WHEREAS, the Owner has submitted a Bill of Sale transferring legal title to the Public Improvements to the Village of Bartlett; and

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

SECTION ONE: That the Village of Bartlett hereby accepts the Public Improvements for Traffic Control & Protection – 225 Miles Parkway, Blue Heron Business Park.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

PASSED

APPROVED

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 October 17, 2017 and approved on October 17, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

BILL OF SALE

FOR THE WATER MAIN INSTALLED
AT THE

Traffic Control & Protection, Inc INDUSTRIAL SITE

LOT NO. Parcel No. 63841 Blue Heron Business Park SUBDIVISION

ADDRESS 225 Miles Parkway, Bartlett, IL 60103

In consideration of the payment of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby expressly acknowledged, Chicoine Family Limited Partnership ("the Seller") do hereby sell, assign, transfer and set over unto the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, the following described property:

The water distribution system, including, but not limited to, water mains and services, valves, valve vaults, fire hydrants, and all structures appurtenant thereto;

("the Property") being the Public Improvements for the Traffic Control & Protection, Inc Industrial Site developed by the Seller in the Village of Bartlett.

The Seller hereby represents and warrants to the Village of Bartlett that the Seller is the absolute owner of the Property; that the Property is free and clear of all liens, charges and encumbrances, including, without limitation, mechanic's liens, mortgages, and chattel mortgage security instruments; and that the Seller has full right, power and authority to transfer title to the Property to the Village of Bartlett, and to execute and deliver this Bill of Sale.

IN WITNESS WHEREOF the Seller has signed and sealed, or caused this Bill of Sale to be signed and sealed, at Bartlett, Illinois on October 6th, 2017.

Signed: _____
: General Partner

Attest: _____
Secretary

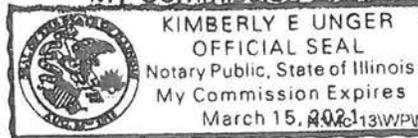
STATE OF ILLINOIS)
)
COUNTY OF Kane) SS:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Chicine and N/A, personally known to me to be the General Partner and Secretary, respectively of Chicine Family Ltd Partnership, ("the Corporation"), and personally known to me to be the same persons whose names are subscribed to the foregoing Bill of Sale, appeared before this day in person and severally acknowledged that they signed the foregoing Bill of Sale as such President and Secretary of the Corporation and caused the seal of the Corporation to be affixed thereto, as their free and voluntary act, and as the free and voluntary act of the Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of October, 2017.

Kimberly E Unger
Notary Public

My Commission Expires: 3/15/21



C-13 - Bill of Sale Form 10-03-06.wpd



Agenda Item Executive Summary

Item Name Acceptance of Public Improvements for Sanzeri's Subdivision Committee or Board Board

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

EXECUTIVE SUMMARY

Attached is an ordinance to accept the public improvements for Sanzeri's Subdivision, 445 and 449 W. Railroad Avenue. The developer, Dana Sanzeri, has submitted the required final documents to the Village. A set of Record Drawings has been received and is on file.

The public improvements for acceptance consist of an extension of multi-use asphalt path. Because the path was constructed to Village standards, Village staff recommends waiving the maintenance period.

ATTACHMENTS (PLEASE LIST)

Memo, PW Letter, Ordinance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I MOVE TO APPROVE ORDINANCE _____ ACCEPTING THE PUBLIC IMPROVEMENTS FOR SANZERI'S SUBDIVISION, 445 AND 449 WEST RAILROAD AVENUE

Staff: Dan Dinges, Director of Public Works Date: October 17, 2017

MEMORANDUM

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: Acceptance of Public Improvements for Sanzeri's Subdivision,
445 and 449 West Railroad Avenue
Date: October 9, 2017

Attached is an ordinance to accept the public improvements for Sanzeri's Subdivision, 445 and 449 West Railroad Avenue. The developer, Dana Sanzeri, has submitted all required final documents to the Village. A set of Record Drawings has been received and is on file.

The public improvements for acceptance consist of an asphalt multi-purpose path. Because the path was constructed according to Village standards, staff recommends waiving the maintenance period.

Please place this ordinance on the next available agenda.

MOTION: I MOVE TO APPROVE ORDINANCE _____ ACCEPTING THE PUBLIC IMPROVEMENTS FOR SANZERI'S SUBDIVISION, 445 AND 449 WEST RAILROAD AVENUE

October 9, 2017

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

Attn: Dan Dinges, Director of Public Works

**RE: VILLAGE ACCEPTANCE OF PUBLIC IMPROVEMENTS
SANZERI'S SUBDIVISION,
445 AND 449 W. RAILROAD AVENUE**

Please be advised that the public improvements have been completed for Sanzeri's Subdivision, located at 445 and 449 West Railroad Avenue.

All punch list work, for items covered by the Site Plan Completion Letter of Credit, have been successfully completed. The Public Works Department has conducted final reviews and inspections of the utilities and other public improvements. As a result, it has been determined that the public improvements have been constructed in substantial conformance with the approved Final Engineering Plans and Specifications for the Sanzeri project.

The developer, Dana Sanzeri, has submitted all required final documents to the Village. A set of reproducible Record Drawings, showing the completed public improvements has been received. The public improvements for acceptance consist of an asphalt multi-purpose path that was constructed according to Village standards. In this case, I recommend that the Maintenance Period be waived.

I recommend that the Village Board adopt an Ordinance accepting the public improvements at Sanzeri's Subdivision, 445 and 449 West Railroad Avenue.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Allen".

Robert Allen, P.E.
Village Engineer

Attachment

cc: Lorna Giles, Village Clerk
Beth Uργο, Public Works
Brian Goralski, Building Director
Todd Dowden, Director of Finance
Bryan Mraz, Village Attorney
Jim Plonczynski, Community Development Director
Dana Sanzeri, Developer

ORDINANCE 2017-

**AN ORDINANCE ACCEPTING THE PUBLIC IMPROVEMENTS FOR
SANZERI'S SUBDIVISION,
445 AND 449 W. RAILROAD AVENUE**

WHEREAS, the Village Engineer has reported to the corporate authorities that the multi-use path, ("the Public Improvements") for the site known as Sanzeri's Subdivision, 445 and 449 W. Railroad Avenue ("the Development") were completed substantially in accordance with the plans and specifications therefore and the requirements of the Village Subdivision Ordinance on August 21, 2017 ("the Completion Date") and that Dana Sanzeri, the developer of the Subdivision, ("the Developer") has presented evidence that all of the Public Improvements have been fully paid for; and

WHEREAS, the Developer has submitted all required documents and drawings to the Village of Bartlett; and

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

SECTION ONE: That the Village of Bartlett hereby accepts the Public Improvements for Sanzeri's Subdivision, 445 and 449 W. Railroad Avenue.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

PASSED

APPROVED

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 October 17, 2017 and approved on October 17, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



State Contract # 4018300

F-550 CAB & CHASSIS

2018 Model

18,000# GVWR

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Email steve.decker@landmarkauto.com

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225/70RX19.5G BSW ALL SEASON
TIRES
GLASS SOLAR TINTED
FRONT BUMPER BLACK PAINTED
MANAULLY TELESCOPING/FOLDING
MIRRORS
INTERVAL INTERMITTENT WIPERS
FRONT AIR CONDITIONING
AM/FM STEREO DIGITAL CLOCK
2.3" PRODUCTIVITY SCREEN DISPLAY
MANUAL WINDOWS & DOOR LOCKS
6 SPEED AUTOMATIC
60" cab to axle

FLOOR COVERING BLACK VINYL
SEAT 40/20/40 VINYL
GRILL BLACK PAINTED
FRONT DOME LAMP W/MAP LIGHTS &
12V POWER POINT
TOW HOOKS FRONT
TRAILER WIRING 7 WIRE HARNESS
POWER STEERING
STEERING -TILT & TELESCOPIC
COLUMN
UPFITTER SWITCHES (4)
ROOF CLEARANCE LIGHTS
UNDER HOOD SERVICE LIGHT
GLOVE BOX
HEADLAMPS QUAD BEAM JEWEL
EFFECT HALOGEN
STABILIZER BARS FRONT&REAR

ORDER CUT OFF Date TBD

ADDITIONAL OPTIONS AND ORDER FORM

PLEASE ENTER THE FOLLOWING

FORD FLEET NUMBER _____

CONTACT NAME Village of Bartlett / Keith Watson

PHONE NUMBER (630) 837-0811

PURCHASE ORDER NUMBER _____

STATE TAX EXEMPT NUMBER _____

Quantity

1

Check desired options

F-450/F-550

Check desired options

<input checked="" type="checkbox"/>	Engine Block Heater 41H	\$69.00		<input checked="" type="checkbox"/>	Payload upgrade package to 19000# F-550 only	\$1155.00
	6.7L power stroke turbo diesel	\$7807.00			Suspension package heavy service	\$285.00
	Cruise Control 60C	\$216.00		<input checked="" type="checkbox"/>	Transmission power take-off provision	280.00
	Extended Cab option	\$2505.00			Power equipment group reg/super cab	915.00
	Crew Cab Option	2764.00			Power equipment group crew cab	1125.00
	4x4 option for regular cab	\$2549.00			Sync voice activated (blue tooth)	\$640.00
	4x4 option for super cab/crew cab	\$3072.00			Remote start system	195.00
	Skid plate package	100.00		<input checked="" type="checkbox"/>	Upfitter interface module	295.00
	Limited Slip Axle required with payload upgrade package X4L	\$332.00			Dual extra heavy alternator	115.00
	Heavy Duty Alternator required with snow plow prep package 67E	\$222.00			Suspension package extra heavy service	125.00
	High Capacity Trailer Tow(reg 6.7 diesel) 535	1080.00		<input checked="" type="checkbox"/>	Spare Tire & wheel	350.00
	Integrated Brake Controller	\$270.00			Rapid heat supplemental cab heater	250.00
	84" cab to axle	\$159.00			Power sliding rear window/ONLY WITH POWER GROUP OPTION	405.00
<input checked="" type="checkbox"/>	Snow plow prep package	79.00			110v/400 watt outlet	75.00
	Undercoat	\$389.00			Rear view camera and prep kit	415.00
	Extra key no remote	\$45.00			XL value package	720.00
<input checked="" type="checkbox"/>	Cab steps regular cab	320.00			Includes chrome front bumper/cruise control/am/fm single CD	
	Cab steps super cab/crew cab	370.00		<input checked="" type="checkbox"/>	Delivery for one unit	\$275.00
	Electronic shift 4x4 N/A with 6.8 engine	185.00			Deliver multiple units	\$225.00
	Fuel tank dual diesel 28.5/40 gallon	625.00			LT225/70R19.5 Traction Tires	\$190.00

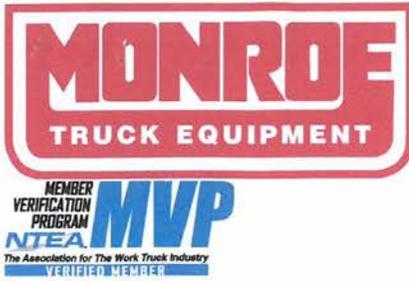
<input type="checkbox"/>	Fuel tank 28.5 gallon mid-ship	125.00	<input checked="" type="checkbox"/>	Daytime running lights	45.00
	Aft/axle frame extensions 169/145 Wheel base only 63c	\$115.00		EXTERIOR COLOR CHOICES	
	Lic & title M-Plate	175.00		Oxford white	Z1
	INTERIOR CHOICES			Race Red	PQ
	Pewter vinyl interior standard			Ingot Silver	UX
<input checked="" type="checkbox"/>	Cloth 40/20/40 seat	100.00		Shadow Black	G1
	Cloth Buckets/with mini console	515.00		Magnetic Gray	J7
	Vinyl buckets/mini console	355.00	<input checked="" type="checkbox"/>	Blue Jeans	N1

PAYMENT REQUIRED AT TIME OF DELIVERY

Exterior Colors

**IF WE HAVE MISSED AN OPTION THAT YOU NEED PLEASE CALL
(800) 798-9912 EXT 253**

CALL ABOUT MUNICIPAL FINANCING
e-mail steve.decker@landmarkauto.com



QUOTATION
 Monroe Truck Equipment
 1051 W 7th Street
 Monroe, WI 53566
 Phone: 608-329-8383
 Fax: 608-329-8521
 Email: treynolds@monroetruck.com
 www.monroetruck.com

Quote Number: 9TRR001459
 Job Order Number:
 Quote Date: 10/2/2017
 Quote valid until: 11/1/2017
 Terms: NET 30
 Salesperson: SZYMCZAK, STEVE
 Quoted By: Tim Reynolds

Customer: BARTLETT,VILL OF, (1652500)
 1150 BITTERSWEET DR
 BARTLETT, IL 60103

Contact: KEITH WATSON
 Phone: 630-837-0811 Fax: 630-837-9043
 Email:

Dealer Code: _____
 P.O. Number: _____

REASSIGN (Required for pool units): Fleet Retail

MSO/MCO (ONLY check if legally required): MSO MCO

Accepted by: _____
 Customer must fill out the information above before the order can be processed.

Date: _____

Chassis Information

Year:	Make: FORD	Model: F-450	Chassis Color: BLUE	Cab Type: REGULAR
Single/Dual: DRW	CA: 60.0	CT:	Wheelbase:	Engine: GAS
			F.O. Number #:	Vin:

Comments:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

DESCRIPTION	AMOUNT
9' CRYSTEEL "E" SERIES GLADIATOR - QUICK-DROP TAILGATE - 50000 PSI YIELD STRENGTH HIGH TENSILE STEEL CONSTRUCTION - 87" ID X 96" OD WIDTH - 20" SIDES AND 26" TAILGATE - 8 GA SIDES AND ENDS - 3/16" AR 400 FLOOR - 40" TAPERED FRONT BULKHEAD WITH INTEGRAL 12" CABSHEILD - FLAME CUT WINDOW IN BULKHEAD - AERODYNAMIC FRONT AND REAR CORNER POSTS - DIRT SHEDDING REAR POSTS AND TAILGATE - TUBULAR WESTERN-STYLE CROSSMEMBERLESS UNDERSTRUCTURE - L.E.D FMVSS108 LIGHTS AND REFLECTORS - RUBBER REAR FLAPS - UNDERCOATED - PAINTED ONE COLOR ENAMEL - ELECTRIC ENGINE HOUR METER - BACKUP ALARM - 6 WAY TRAILER PLUG - SHOVEL HOLDER - STEEL SPLASH GUARDS IN FRONT OF REAR WHEELS (FRAME MOUNTED)	
SUBFRAME HOIST - SCISSOR HOIST RAN OFF CENTRAL HYD SYSTEM - INCLUDES BODY PROP	
TOWING - 2-1/2" RECEIVER IN 1/2" PLATE ** 1800 TONGUE CAPACITY / 18,000 TOWING CAPACITY	
** INSTALL CUSTOMER SUPPLIED SPREADER ** ** TRUCK PORTION PLOW COMPONENTS BUT NO BLADE, SO CUSTOMER CAN USE EXISTING PLOW **	
WHELEN DOT LIGHTING SYSTEM (DOT3502) - INCLUDES L31 LED BEACON LIGHT AND REAR STT AND BACK UP LIGHTS ON REAR POSTS - SELF-LEVELING BRKT FOR STROBE ON CABSHIELD	
ALSO INCLUDED IS (1) L.E.D. WORK/SPREADER LIGHT	

DESCRIPTION**AMOUNT**

MTE/FORCE AMERICA HYDRAULICS PACKAGE TO OPERATE HOIST, SPREADER, AND SUPPLY OIL TO PLOW

STANDARD EQUIPMENT:

- ELECTRIC MANIFOLD VALVE ASSEMBLY
- 13 GALLON CAPACITY HYDRAULIC RESERVOIR/ENCLOSURE WITH INTERNAL FILTER
- FILLER/BREATHING CAP, LEVEL/TEMP SIGHT GLASS, 3/4" MAGNETIC PLUG
- 60 P.S.I. CONDITION INDICATOR
- WEATHER TIGHT COVER
- HYDRAULIC RESERVOIR/ENCLOSURE WILL BE MOUNTED ON FRAME RAIL, POWDER COATED BLACK
- FORCE 5100EX GROUND BASED SPREADER CONTROL
- FEEDBACK HARNESS FOR CLOSED LOOP OPERATION OF SPREADER
- JOYSTICK CONTROL FOR PLOW
- DASH MOUNTED TOGGLE SWITCH FOR HOIST
- FAN BELT KIT FOR V-10 GAS ENGINE
- HINGE POINT MOUNTED MANIFOLD FOR SPREADER QUICK CONNECTION
- MISCELLANEOUS HOSES & FITTINGS
- INSTALLED

ONE-TON HYDRAULICS - RECOMMENDED FOR DIESEL ENGINE APPLICATIONS ONLY. OPERATING PLOW FUNCTIONS WITH A GAS ENGINE MAY CAUSE IT TO STALL

Quote Total: \$29,078.00

Additional Options:**DESCRIPTION****AMOUNT****ADD TO QUOTE
Yes / No****Notes:**

- ◆ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ◆ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- ◆ State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- ◆ Restocking fees may be applicable for cancelled orders.

2018 Ford F550 Cab and Chassis

Base	\$29,789
Block Heater	\$69
Snow Plow Prep	\$79
Cab Steps	\$370
Payload Upgrade	\$1,155
Trans PTO	\$280
Upfitter Module	\$295
Spare Tire	\$350
Running Lights	\$45
Deliver	\$275
Upfitting (Monroe)	<u>\$29,078</u>
Total	<u>\$61,785</u>