

VILLAGE OF BARTLETT
BOARD AGENDA
JULY 2, 2019
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 Minutes – June 18, 2019

*7. BILL LIST: July 2, 2019

8. TREASURER'S REPORT: None

9. PRESIDENT'S REPORT: None

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

11. TOWN HALL: (Note: Three (3) minute time limit per person)

12. STANDING COMMITTEE REPORTS:

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

- *1. Resolution Approving and Directing the Execution of the Public Improvement Completion Agreement for the MJB's Gerber Road Resubdivision

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA

1. Ordinance Granting a Special Use Permit to Allow Live Entertainment (Indoor Only) at 113 W. Railroad Avenue (Bartlett Tap)

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

1. None

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN REINKE

- *1. Ordinance Amending Certain Definitions and Sections of Title 5, Chapter 2, of the Bartlett Municipal Code Regulating Animal Control and Dogs

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

1. None

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

- *1. Resolution Approving of the Agreement Between the Village of Bartlett and CAM, LLC for the 2019 Pavement Preservation Treatment Project

13. NEW BUSINESS

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



VILLAGE OF BARTLETT
BOARD MINUTES
June 18, 2019

1. CALL TO ORDER

President Wallace called the regular meeting of June 18, 2019 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 Carbonaro, Deyne, Hopkins, Reinke and President Wallace

ABSENT: Trustees Camerer, Gabrenya

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Planning & Development Services Director Roberta Grill, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Police Chief Patrick Ullrich, 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.

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 Hopkins stated that he would like to add item 1 under Building & Zoning, Ordinance 2019-52, an Ordinance Approving a Site Plan, Granting a Special Use Permit and Granting Variations for Project Oak to the Consent Agenda.

Trustee Carbonaro stated that he would like to add item 1 under Police & Health, Resolution 2019-53-R, a Resolution Authorizing the Execution of an Intergovernmental Police Service Assistance Agreement to Join the DuPage Metropolitan Emergency Response and Investigation Team (MERIT) to the Consent Agenda.



**VILLAGE OF BARTLETT
BOARD MINUTES
June 18, 2019**

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

Trustee Deyne moved to amend the Consent Agenda and that motion was seconded by Trustee Hopkins.

ROLL CALL VOTE TO AMEND THE CONSENT AGENDA AND CONSENT ITEMS THEREIN

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

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

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

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

6. MINUTES

Trustee Deyne moved to approve the Board and Committee Minutes from June 4, 2019 and that motion was seconded by Trustee Carbonaro.

ROLL CALL VOTE TO APPROVE THE BOARD AND COMMITTEE MINUTES FROM JUNE 4, 2019.

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

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



VILLAGE OF BARTLETT
BOARD MINUTES
June 18, 2019

8. TREASURER'S REPORT

Finance Director Todd Dowden stated that this was the April, 2019 Treasurer's Report. He stated that these were preliminary year-end numbers and they will present the final audit in the fall. He then presented the Municipal Sales Tax Report through February, 2019, and stated it totaled \$170,866 and was down \$9,547 from the previous month last year (they have been down \$10-\$15,000 per month over the last 3 months). Motor Fuel Tax distribution through March, 2019 totaled \$77,761 and was down \$2,301 from the previous month last year.

9. PRESIDENT'S REPORT

President Wallace read a Proclamation recognizing Bartlett Fire Chief Michael Falese upon his retirement and offered him many thanks and sincere congratulations.

Chief Falese stated that he was fortunate to be able to work in this community. All of his interactions with previous and current board members and every staff member was the utmost positive and professional manner. It was a blessing to serve the residents.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized the staff birthdays and anniversaries.

Trustee Hopkins stated that he continues to calls from residents on Naperville Road with the truck traffic. He is fully aware that it is a county road but asked what the Village has done to try to work with the county to ban trucks and slow down traffic on Naperville Road.

Village Administrator Paula Schumacher stated that they contacted the county transportation staff and raised their concerns about the truck traffic as well as the speed of the traffic. They asked for a complete speed study and to look at the warrants for a light at Spaulding Road. They have taken a long time to do the study but they have recently completed it. We have not received the results but were told that it was completed. Her plan is to have the village's traffic consultant review it and see if we agree with it. We also have a meeting scheduled with the Cook County representative on July 10 to discuss this as well as some of the maintenance issues on Naperville Road.

Trustee Reinke stated that he got a lot of compliments on the shredding event. It sounded like it went very well.

11. TOWN HALL - None

12. STANDING COMMITTEE REPORTS



VILLAGE OF BARTLETT
BOARD MINUTES
June 18, 2019

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that Ordinance 2019-52, an Ordinance Approving a Site Plan, Granting a Special Use Permit and Granting Variations for Project Oak was covered and approved under the Consent Agenda.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA

President Wallace in the absence of Trustee Gabrenya stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that there was no report.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that Ignite the Courage Road Closure Request and the Fourth of July Carnival License Application were covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that Resolution 2019-53-R, a Resolution Authorizing the Execution of an Intergovernmental Police Service Assistance Agreement to Join the DuPage Metropolitan Emergency Response and Investigation Team (MERIT) and Resolution 2019-54-R, a Resolution Approving the Execution of an Intergovernmental Police Service Assistance Agreement to join the DuPage Metropolitan Emergency Response and Investigation Team (MERIT) were covered and approved under the Consent Agenda.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

In the absence of Trustee Camerer, President Wallace stated that Resolution 2019-55-R, a Resolution Approving of the Second Amendment to the lease for Ruzicka Memorial Park and the purchase of a 2019 John Deere 410L Backhoe Loader were covered and approved under the Consent Agenda.

13. NEW BUSINESS

Trustee Deyne stated that he considers Scott Skrycki the go-to person in this Village. When people ask him questions he calls Scott and he is always the first person to pick up the phone and gives him a direct and definitive answer. If it wasn't for Scott he would not look very good out there. He responds to all of these calls immediately and he can call him on Saturday or Sunday and he is always there to answer his call. He thanked



VILLAGE OF BARTLETT
BOARD MINUTES
June 18, 2019

him from the bottom of his heart and wanted to make sure everyone knew what a great person he is and how responsible he is to the Village of Bartlett and the residents.

Trustee Hopkins asked if they would be discussing the ever-changing marijuana laws in the near future.

Administrator Schumacher stated that the Board looked at some zoning issues with medical marijuana a few years ago and looked at the parameters that they wanted to allow both for dispensaries and growing. They plan on revising that information in light of the new law of the state and it is scheduled for the Committee of the Whole on July 16.

Trustee Hopkins stated that other communities are discussing this with their Board. He asked if there was a way to get feedback from the under communities as well.

Administrator Schumacher stated that they are monitoring those discussions and the conference is also being helpful in that regard. They certainly want to address the issue before they have anything pending.

Attorney Mraz stated that the idea was to get Board direction because the new law gives you quite a bit of authority in terms of not allowing it, much more so than the medical marijuana. They can choose to ban it and if they decide to do that, it would be restricted in the zoning ordinance. There are other things they have to do in the code and he has met with the police department today to talk about amending the local ordinances with respect to possession of cannabis.

Trustee Hopkins asked if they could ask the voters opinion in a referendum question.

Attorney Mraz stated that it would take so long to get on the referendum and you would be way behind everyone else. The answer is "yes" but the way the election cycle works it would be way too many months down the road.

Trustee Deyne stated that he is still getting complaints on the brush pickup. He stated that they need to publicize something to get the message out to the residents.

Administrator Schumacher stated that they have this information on the website. In the last week, they have received a couple of calls as well as GO requests from residents who said they like the program and wondered why they were talking about changing it. She understood that change is always hard.

Public Works Director Dan Dinges stated that he has talked to his contractors that do work in town and they have given him estimates on the cost of a 4X8 pile. His staff has referrals for contractors that have done work in town and will inform the residents that they can call any contractor. He will post the estimated cost on the website.



**VILLAGE OF BARTLETT
BOARD MINUTES
June 18, 2019**

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None
15. ADJOURN TO EXECUTIVE SESSION

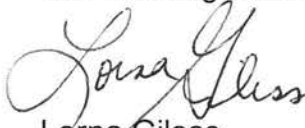
President Wallace stated that since there were no agenda items for discussion on the Committee of the Whole Agenda, the Board would be going into Executive Session to Discuss Pending or Imminent Litigation Pursuant to Section 2(c)1 of the Open Meetings Act immediately following the close of this meeting.

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

ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned at 7:24 p.m.


Lorna Gilles
Village Clerk

VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/2/2019

10000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - JULY 2019	15,598.32
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - JULY 2019	116.50
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES - 07/19	866.55
INVOICES TOTAL:		16,581.37

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	176.75
INVOICES TOTAL:		176.75

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTUMN CONSULTING LLC	EMARKETING SEMINAR	750.00
1 LOOPNET	ADVERTISING	69.00
INVOICES TOTAL:		819.00

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER	21.76
1 WAREHOUSE DIRECT	CREDIT - RETURN	-190.63
INVOICES TOTAL:		-168.87

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PROSHRED NORTH	CLEAN-UP WEEK SHREDDING SERVICES	1,500.00
1 TOWN & COUNTRY GARDENS	FLOWERS/MEMORIAL DAY	725.00
INVOICES TOTAL:		2,225.00

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TERRENCE LYNCH	BALANCE DUE/APOLLO 11 PRESENTATION	175.00
INVOICES TOTAL:		175.00

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	7,073.75
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	525.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	300.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/2/2019**

1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
		INVOICES TOTAL: 8,823.75

1210-LIABILITY INSURANCE

544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	MAY DEDUCTIBLE	2,825.47
		INVOICES TOTAL: 2,825.47

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	92.15
		INVOICES TOTAL: 92.15

522950-ORDINANCE CODIFICATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STERLING CODIFIERS INC	ORDINANCE SUPPLEMENTS	1,016.00
		INVOICES TOTAL: 1,016.00

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SHI	MICR-TONER CARTRIDGE	355.00
1 WAREHOUSE DIRECT	STAMP	33.00
1 WAREHOUSE DIRECT	TONER	114.56
1 WAREHOUSE DIRECT	DESK PADS/LABELS	88.96
		INVOICES TOTAL: 591.52

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 KANE COUNTY RECORDER	RECORDING FEES	80.00
		INVOICES TOTAL: 80.00

1500-COMMUNITY DEVELOPMENT

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	EQUIPMENT MAINTENANCE SUPPLIES	28.99
** 1 WEX BANK	FUEL PURCHASES	117.70
		INVOICES TOTAL: 146.69

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	WIRELESS PRINTER/SCANNER	129.99

** Indicates pre-issue check.

VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/2/2019

INVOICES TOTAL: 129.99

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PLANNING ASSOCIATION	CONFERENCE REGISTRATION	350.00
		<u>INVOICES TOTAL: 350.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY RECORDER	RECORDING FEES	44.50
		<u>INVOICES TOTAL: 44.50</u>

1600-BUILDING

526005-PLAN REVIEW SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KESLIN ENGINEERING INC	PLAN REVIEW SERVICES	19,749.60
1 KESLIN ENGINEERING INC	PLAN REVIEW SERVICES	1,947.11
		<u>INVOICES TOTAL: 21,696.71</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	178.62
		<u>INVOICES TOTAL: 178.62</u>

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	77.29
1 KONICA MINOLTA BUSINESS	CREDIT	-207.88
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	36.86
1 VERIZON WIRELESS	WIRELESS SERVICES	772.32
		<u>INVOICES TOTAL: 678.59</u>

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	BLUETOOTH WIRELESS ADAPTERS	29.33
		<u>INVOICES TOTAL: 29.33</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AFTERMATH INC	BIO-HAZARD CLEAN-UP SERVICES	105.00
1 ARMY TRAIL TIRE & SVC CENTER	VEHICLE MAINTENANCE	317.20
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	124.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	208.20
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	90.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/2/2019**

1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	804.12
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	124.00
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
INVOICES TOTAL:		1,793.42

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EMD BUSINESS FORMS & LABELS INC	WARNING CITATIONS	1,640.61
1 PORTER LEE CORPORATION	WHITE BARCODE LABELS	86.00
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	216.70
INVOICES TOTAL:		1,943.31

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STREICHER'S INC	UNIFORM APPAREL/ACCESSORIES	687.87
1 STREICHER'S INC	NAMEPLATES	15.98
1 STREICHER'S INC	RADIO MIC STRAP	6.99
1 STREICHER'S INC	UNIFORM ACCESSORIES	79.97
1 STREICHER'S INC	UNIFORM ACCESSORIES	29.99
1 STREICHER'S INC	UNIFORM ACCESSORIES	29.99
1 STREICHER'S INC	UNIFORM ACCESSORIES	29.99
INVOICES TOTAL:		880.78

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS - WEST	MONTHLY SUBSCRIPTION	201.65
INVOICES TOTAL:		201.65

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	8,600.39
INVOICES TOTAL:		8,600.39

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JASON AMORE	TRAINING EXPENSES	67.20
1 JASON AMORE	TRAINING EXPENSES	45.60
1 VICTORIA M ANDERSON	LODGING/SPECIAL OLYMPICS	244.16
1 VICTORIA M ANDERSON	D.A.R.E. CONFERENCE EXPENSES	565.14
1 TRACEY DENDINGER	TRAINING EXPENSES	45.60
1 TRACEY DENDINGER	TRAINING EXPENSES	36.60
1 MICHAEL KMIECIK	TRAINING EXPENSES	50.40
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	200.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	510.00
1 GEOFFREY T PRETKELIS	FBI NA EXPENSES	262.00
** 1 SECRETARY OF STATE	NOTARY RENEWAL/J DURBIN	10.00
** 1 SECRETARY OF STATE	NOTARY RENEWAL/G PRETKELIS	10.00
** 1 SECRETARY OF STATE	NOTARY RENEWAL/S YARWOOD	10.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 7/2/2019

INVOICES TOTAL: 2,056.70

542000-PLANNING & RESEARCH

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 IACP	ANNUAL SERVICE AGREEMENT	1,225.00
		<u>INVOICES TOTAL: 1,225.00</u>

544001-PRISONER DETENTION

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

545100-EMERGENCY MANAGEMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMCAST	CABLE SERVICE	135.73
		<u>INVOICES TOTAL: 135.73</u>

1800-STREET MAINTENANCE

524120-UTILITIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	89.97
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	9.73
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,600.85
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	3,252.67
		<u>INVOICES TOTAL: 4,953.22</u>

526000-SERVICE TO MAINTAIN VEHICLES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BUNGE'S TIRE & AUTO BARTLETT	FLAT TIRE REPAIRS	115.19
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	491.93
1 POMP'S TIRE SERVICE INC	FLAT TIRE REPAIRS	232.75
		<u>INVOICES TOTAL: 839.87</u>

527100-SERVICES TO MAINTAIN STREETS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HAMPTON LENZINI AND RENWICK INC	BRIDGE INSPECTIONS	1,496.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
		<u>INVOICES TOTAL: 1,706.00</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/2/2019**

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL/STREET LIGHT MAINT	341.00
INVOICES TOTAL:		341.00

527112-SERVICE TO MAINTAIN STR LIGHTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMUND & NELSON CO	STREET LIGHT BASE INSTALLATION	6,940.00
1 ELMUND & NELSON CO	STREET LIGHT MAINTENANCE	1,880.00
INVOICES TOTAL:		8,820.00

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE - JUNE 2019	5,925.00
1 NORTHERN ILLINOIS IRRIGATION	IRRIGATION SYSTEM REPAIRS	485.50
1 RUSSO'S POWER EQUIPMENT INC	AIR FILTER	9.38
1 RUSSO'S POWER EQUIPMENT INC	CHAIN SAW MAINTENANCE	50.20
1 SEBERT LANDSCAPING CO	JUNE 2019 - LAWN MAINTENANCE	1,272.00
1 SEBERT LANDSCAPING CO	JUNE 2019 - LAWN MAINTENANCE	2,251.29
INVOICES TOTAL:		9,993.37

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHN HOJNACKI	PUBLIC SIDEWALK REPLACEMENT	319.00
INVOICES TOTAL:		319.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	181.43
1 PAUL DUDESEK	REIMBURSEMENT/DAMAGED MAILBOX	93.69
1 GRAINGER	MATERIALS & SUPPLIES	26.74
1 JET VAC ENVIRONMENTAL	ROOT CUTTING EQUIPMENT	2,730.00
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING FLAGS/PAINT	277.50
INVOICES TOTAL:		3,309.36

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	GLOVES/SAFETY VESTS	716.00
INVOICES TOTAL:		716.00

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	3,605.48
INVOICES TOTAL:		3,605.48

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/2/2019**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	CALCULATOR/PENS	6.06
1 WAREHOUSE DIRECT	INK CARTRIDGE	98.64
1 WAREHOUSE DIRECT	PAPER TOWELS/SUPPLIES	178.91
INVOICES TOTAL:		283.61

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	EQUIPMENT MAINTENANCE SUPPLIES	1,282.97
1 BERRYMAN EQUIPMENT COMPANY	EQUIPMENT REPAIRS	989.84
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	149.59
1 HAWK FORD OF ST CHARLES	EQUIPMENT MAINTENANCE SUPPLIES	566.75
1 INTERSTATE BILLING SERVICE INC	ALTERNATOR	185.00
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	23.96
1 NAPA AUTO PARTS	EQUIPMENT MAINTENANCE SUPPLIES	251.21
INVOICES TOTAL:		3,449.32

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M COMPANY	SIGN MAKING MATERIALS	423.15
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	86.64
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	386.90
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	2,152.36
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,999.00
1 WELCH BROS INC	WOODEN STAKES	99.60
INVOICES TOTAL:		5,147.65

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	98.91
1 WASCO NURSERY & GARDEN CENTER	BALANCE DUE/FLOWER BASKETS	5,537.50
INVOICES TOTAL:		5,636.41

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	DOOR PANIC BAR REPAIRS	320.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	106.42
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	69.00
1 UNIFIRST CORPORATION	MATS	17.86
1 UNIFIRST CORPORATION	MATS	53.59
INVOICES TOTAL:		566.87

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	CREDIT - RETURN	-1,118.14

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/2/2019**

1 WELCH BROS INC	MAINTENANCE SUPPLIES	191.80
		INVOICES TOTAL: -926.34

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	SEMINAR FEES	59.50
		INVOICES TOTAL: 59.50

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VULCAN CONSTRUCTION MATERIALS LLC	MAINTENANCE MATERIALS	341.62
1 VULCAN CONSTRUCTION MATERIALS LLC	MAINTENANCE MATERIALS	113.46
1 VULCAN CONSTRUCTION MATERIALS LLC	MAINTENANCE MATERIALS	449.72
1 WELCH BROS INC	GRAVEL PURCHASE	84.00
1 WELCH BROS INC	GRAVEL PURCHASE	413.25
1 WELCH BROS INC	MAINTENANCE SUPPLIES	825.36
1 WELCH BROS INC	MAINTENANCE SUPPLIES	369.33
		INVOICES TOTAL: 2,596.74

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARLINGTON POWER EQUIPMENT INC	EQUIPMENT PURCHASE	499.99
		INVOICES TOTAL: 499.99

2200-MFT EXPENDITURES

583005-MFT MAINTENANCE PROGRAM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SCHROEDER ASPHALT SERVICES INC	2019 MFT VARIOUS STREETS PROJECT	392,557.10
		INVOICES TOTAL: 392,557.10

4200-MUNICIPAL BLDG PROJECTS EXP

585058-2016 POLICE STATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 FREDERICK QUINN CORPORATION	POLICE STATION PAYOUT #23	141,306.00
1 WILLIAMS ASSOCIATES ARCHITECTS LTD	POLICE STATION	1,935.49
		INVOICES TOTAL: 143,241.49

5000-WATER OPERATING EXPENSES

520025-ELGIN WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CITY OF ELGIN	ELGIN WATER BILL	94,396.73
		INVOICES TOTAL: 94,396.73

** Indicates pre-issue check.

VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/2/2019

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE - JUNE 2019	800.00
	INVOICES TOTAL:	800.00

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MAY/JUNE 2019 BILLING	1,459.40
	INVOICES TOTAL:	1,459.40

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	81.81
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	39.97
	INVOICES TOTAL:	121.78

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	GRAVEL PURCHASE	152.25
	INVOICES TOTAL:	152.25

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	MOP/BROOM HOLDERS	20.70
	INVOICES TOTAL:	20.70

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	1,134.62
	INVOICES TOTAL:	1,134.62

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	CALCULATOR/PENS	27.48
1 WAREHOUSE DIRECT	PAPER TOWELS/SUPPLIES	139.63
	INVOICES TOTAL:	167.11

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	JUNE BILLS POSTAGE	2,524.27
	INVOICES TOTAL:	2,524.27

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	EQUIPMENT MAINTENANCE SUPPLIES	358.97
1 CORE & MAIN LP	EQUIPMENT MAINTENANCE SUPPLIES	2,165.21

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/2/2019**

1 CORE & MAIN LP	EQUIPMENT MAINTENANCE SUPPLIES	1,638.13
1 CORE & MAIN LP	EQUIPMENT MAINTENANCE SUPPLIES	445.56
1 CORE & MAIN LP	EQUIPMENT MAINTENANCE SUPPLIES	510.60
1 CORE & MAIN LP	EQUIPMENT MAINTENANCE SUPPLIES	131.60
1 CORE & MAIN LP	EQUIPMENT MAINTENANCE SUPPLIES	485.18
1 CORE & MAIN LP	EQUIPMENT MAINTENANCE SUPPLIES	1,024.20
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	23.96
	<u>INVOICES TOTAL:</u>	<u>6,783.41</u>

534600-BUILDING MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	106.43
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	69.00
1 UNIFIRST CORPORATION	MATS	17.86
	<u>INVOICES TOTAL:</u>	<u>193.29</u>

541600-PROFESSIONAL DEVELOPMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SOUTHERN IL UNIVERSITY-EDWARDSVILLE	WATER COURSE REGISTRATION FEES	300.00
	<u>INVOICES TOTAL:</u>	<u>300.00</u>

543101-DUES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMERICAN WATER WORKS ASSOCIATION	MEMBERSHIP FEE	83.00
	<u>INVOICES TOTAL:</u>	<u>83.00</u>

546900-CONTINGENCIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CO.LOGO INC	TUMBLERS W/LOGOS	964.64
	<u>INVOICES TOTAL:</u>	<u>964.64</u>

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BEN CABRERA	REFUND/WATER BILL OVERPAYMENT	68.85
1 SUE K JOHNSON	REFUND/WATER BILL OVERPAYMENT	113.94
	<u>INVOICES TOTAL:</u>	<u>182.79</u>

5090-WATER CAPITAL PROJECTS EXP

581035-WATER SYSTEM MODELING

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 INDEPENDENT MECHANICAL INDUSTRIES INC	LAKE STREET PUMP STATION UPGRADES	197,067.20
	<u>INVOICES TOTAL:</u>	<u>197,067.20</u>

** Indicates pre-issue check.

VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/2/2019

581037-DWC PUMP STA,STORAGE,LAND

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	DWC RECEIVING STATION FACILITY	12,915.40
	INVOICES TOTAL:	12,915.40

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE - JUNE 2019	1,660.00
	INVOICES TOTAL:	1,660.00

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MAY/JUNE 2019 BILLING	1,459.40
	INVOICES TOTAL:	1,459.40

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	239.90
	INVOICES TOTAL:	239.90

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRAWFORD MURPHY & TILLY	BREWSTER CREEK LIFT STATION	217.50
	INVOICES TOTAL:	217.50

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	119.25
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	223.71
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	12.89
	INVOICES TOTAL:	355.85

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	5,090.00
	INVOICES TOTAL:	5,090.00

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 FRIENDLY FORD	PUBLIC WORKS TRUCK REPAIRS	2,892.60
	INVOICES TOTAL:	2,892.60

527120-SVCS TO MAINT MAINS/STORM LINE

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

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/2/2019

1 WELCH BROS INC	GRAVEL PURCHASE	84.00
1 WELCH BROS INC	GRAVEL PURCHASE	336.00
1 WELCH BROS INC	GRAVEL PURCHASE	87.00
INVOICES TOTAL:		507.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	181.43
1 CALCO LTD	DEMINERALIZER	113.00
1 ENZ USA INC	ROTODRILL NOZZLE	630.66
INVOICES TOTAL:		925.09

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	2,741.88
1 HAWKINS INC	CHEMICAL SUPPLIES	3,175.37
1 HAWKINS INC	CHEMICAL SUPPLIES	410.41
1 HAWKINS INC	CHEMICAL SUPPLIES	242.97
INVOICES TOTAL:		6,570.63

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	1,145.34
INVOICES TOTAL:		1,145.34

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	JUNE BILLS POSTAGE	2,524.26
INVOICES TOTAL:		2,524.26

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	EQUIPMENT MAINTENANCE SUPPLIES	44.34
1 BUCK BROS INC	EQUIPMENT MAINTENANCE SUPPLIES	33.33
1 COLUMBIA PIPE & SUPPLY CO	EQUIPMENT MAINTENANCE SUPPLIES	19.52
1 CORE & MAIN LP	EQUIPMENT MAINTENANCE SUPPLIES	240.00
1 GASVODA & ASSOCIATES INC	PUMP CONTROLLER REPLACEMENT	4,550.00
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	23.97
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENT	589.18
1 STANDARD EQUIPMENT COMPANY	EQUIPMENT MAINTENANCE SUPPLIES	14.90
1 STANDARD EQUIPMENT COMPANY	STREET SWEEPER MATERIALS	1,218.19
1 WEST SIDE ELECTRIC SUPPLY INC	EQUIPMENT MAINTENANCE SUPPLIES	146.14
INVOICES TOTAL:		6,879.57

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	106.43

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/2/2019**

1 UNIFIRST CORPORATION	MATS	17.87
		<u>INVOICES TOTAL: 124.30</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	SEMINAR FEES	29.75
		<u>INVOICES TOTAL: 29.75</u>

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	19.26
1 UNIFIRST CORPORATION	MATS	19.26
		<u>INVOICES TOTAL: 38.52</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	94.42
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	142.67
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	497.07
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	72.69
		<u>INVOICES TOTAL: 806.85</u>

570200-BLDG & GROUNDS IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAN ELECTRIC INC	FOUNTAIN MAINTENANCE/START-UP	532.20
		<u>INVOICES TOTAL: 532.20</u>

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	108.64
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - MAY 2019	275.62
		<u>INVOICES TOTAL: 384.26</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW BURRIS	PLUMBING SERVICES	400.00
1 CINTAS FIRE PROTECTION	LEAK REPAIRS	2,462.23
		<u>INVOICES TOTAL: 2,862.23</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	38.68

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/2/2019**

INVOICES TOTAL: 38.68

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DE LAGE LANDEN PUBLIC FINANCE LLC	GOLF CART FLEET PURCHASE	49,957.64
		<u>INVOICES TOTAL: 49,957.64</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	HAND TOWELS/SOAP	90.93
1 THE HOME DEPOT PRO	RESTROOM SUPPLIES	285.57
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	28.85
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	56.02
		<u>INVOICES TOTAL: 461.37</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	TONER CARTRIDGE	25.50
1 WAREHOUSE DIRECT	PAPER/BATTERIES/SUPPLIES	10.00
		<u>INVOICES TOTAL: 35.50</u>

5510-GOLF MAINTENANCE EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PENDELTON TURF & POND INC	MAINTENANCE SUPPLIES	117.50
		<u>INVOICES TOTAL: 117.50</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	INNERTUBE	8.99
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	695.00
1 O'REILLY AUTOMOTIVE INC	EQUIPMENT MAINTENANCE SUPPLIES	134.25
		<u>INVOICES TOTAL: 838.24</u>

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BTSI	MAINTENANCE SUPPLIES	265.86
1 L & M GREENHOUSES	FLOWER PURCHASE	2,897.80
1 PENDELTON TURF & POND INC	MAINTENANCE SUPPLIES	128.50
		<u>INVOICES TOTAL: 3,292.16</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMPERAGE ELECTRICAL SUPPLY INC	LIGHTING MATERIALS	179.88
		<u>INVOICES TOTAL: 179.88</u>

** Indicates pre-issue check.

VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/2/2019

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SERVICE	19.00
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	50.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - MAY 2019	36.19
INVOICES TOTAL:		105.19

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	6.45
INVOICES TOTAL:		6.45

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	HAND TOWELS/SOAP	90.94
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	51.30
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	31.26
1 SYSCO FOOD SERVICES - CHICAGO	DIGITAL THERMOMETERS	53.31
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	56.02
INVOICES TOTAL:		282.83

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	159.50
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	171.90
1 ELGIN BEVERAGE CO	BEER PURCHASE	160.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	346.61
1 EUCLID BEVERAGE LLC	BEER PURCHASE	188.02
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	77.77
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	109.22
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	53.47
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	55.32
1 LAKESHORE BEVERAGE	BEER PURCHASE	93.25
1 LAKESHORE BEVERAGE	BEER PURCHASE	79.59
1 MIDWEST FOODS	FOOD PURCHASE	109.82
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	80.01
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	98.40
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	119.04
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	75.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	502.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	247.52
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	447.77
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	627.02
1 TEC FOODS INC	COFFEE PURCHASE	48.10

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/2/2019

INVOICES TOTAL: 3,849.33

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALSCO	LINEN SERVICES	276.00
1 ALSCO	LINEN SERVICES	303.72
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - MAY 2019	36.19
<u>INVOICES TOTAL:</u>		<u>615.91</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	6.45
<u>INVOICES TOTAL:</u>		<u>6.45</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	HAND TOWELS/SOAP	90.94
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	51.30
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	31.27
1 SYSCO FOOD SERVICES - CHICAGO	DIGITAL THERMOMETERS	53.31
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	266.80
<u>INVOICES TOTAL:</u>		<u>493.62</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/BATTERIES/SUPPLIES	60.28
<u>INVOICES TOTAL:</u>		<u>60.28</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	356.20
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	459.71
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	291.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	109.50
1 EUCLID BEVERAGE LLC	BEER PURCHASE	413.12
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	258.46
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	483.63
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	53.47
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	162.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	93.25
1 LAKESHORE BEVERAGE	BEER PURCHASE	79.59
1 MIDWEST FOODS	FOOD PURCHASE	335.41
1 MLA WHOLESALE INC	FLOWERS	60.00
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	80.01
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	455.54

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 7/2/2019

1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	3,059.11
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	439.56
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	4,296.92
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	859.48
1 TEC FOODS INC	COFFEE PURCHASE	138.40
INVOICES TOTAL:		12,484.36

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	51.30
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	25.00
INVOICES TOTAL:		76.30

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	109.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	175.70
1 ELGIN BEVERAGE CO	BEER PURCHASE	234.86
1 EUCLID BEVERAGE LLC	BEER PURCHASE	250.20
1 EUCLID BEVERAGE LLC	BEER PURCHASE	135.42
1 EUCLID BEVERAGE LLC	BEER PURCHASE	686.40
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	32.02
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	53.47
1 LAKESHORE BEVERAGE	BEER PURCHASE	38.20
1 LAKESHORE BEVERAGE	BEER PURCHASE	257.02
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	80.02
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	144.72
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	179.11
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	295.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	101.02
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	290.02
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	307.42
1 TEC FOODS INC	COFFEE PURCHASE	48.10
INVOICES TOTAL:		3,417.70

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	274.13
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	2,773.75
INVOICES TOTAL:		3,047.88

522700-COMPUTER SERVICES

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

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/2/2019**

1 NETSUPPORT INCORPORATED	ANNUAL MAINTENANCE RENEWAL	127.50
	<u>INVOICES TOTAL:</u>	<u>127.50</u>

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CREEKSIDE PRINTING	JUNE/JULY BARTLETTER	4,102.00
	<u>INVOICES TOTAL:</u>	<u>4,102.00</u>

523001-PERSONNEL TESTING

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

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	228.16
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	575.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - MAY 2019	3,752.00
1 UNIFIRST CORPORATION	MATS	73.80
1 UNIFIRST CORPORATION	MATS	73.80
	<u>INVOICES TOTAL:</u>	<u>4,702.76</u>

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALL ONE	TELEPHONE BILL	213.37
1 COMCAST	TELEPHONE BILL	4,045.49
	<u>INVOICES TOTAL:</u>	<u>4,258.86</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	131.94
	<u>INVOICES TOTAL:</u>	<u>131.94</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	188.16
1 WAREHOUSE DIRECT	PAPER TOWELS	48.45
1 WAREHOUSE DIRECT	PAPER/PAPER TOWELS/KLEENEX	797.89
1 WAREHOUSE DIRECT	COFFEE CREAMER	34.53
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	188.62
	<u>INVOICES TOTAL:</u>	<u>1,257.65</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW BURRIS	DRINKING FOUNTAIN INSTALLATION	5,500.00
1 GRIMCO INC	MAINTENANCE SUPPLIES	315.31

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 7/2/2019

1 L.E.D. RITE LLC	LIGHTING MATERIALS	3,907.27
		INVOICES TOTAL: 9,722.58

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	APC UPS BATTERY	283.53
1 TOWN & COUNTRY GARDENS	FLOWERS/MEMORIAL DAY	357.96
		INVOICES TOTAL: 641.49

7000-POLICE PENSION EXPENDITURES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REIMER & DOBROVOLNY PC	LEGAL SERVICES	1,132.15
		INVOICES TOTAL: 1,132.15

GRAND TOTAL: 1,121,234.98

GENERAL FUND		125,284.35
MOTOR FUEL TAX FUND		392,557.10
MUNICIPAL BUILDING FUND		143,241.49
WATER FUND		319,266.59
SEWER FUND		30,621.19
PARKING FUND		1,377.57
GOLF FUND		79,565.88
CENTRAL SERVICES FUND		28,188.66
POLICE PENSION FUND		1,132.15
GRAND TOTAL		1,121,234.98

** Indicates pre-issue check.



Agenda Item Executive Summary

Public Improvements Completion Agreement
Item Name MJB's Gerber Road Resubdivision Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Village ordinance requires a Public Improvement Completion Agreement (PICA) for all subdivisions.

Attached is the PICA for the development known as MJB's Gerber Road Resubdivision. This serves as an agreement between the Village and Frank Mandarino and Kathy Mandarino (owners) and M.J. & B. Contractors, Inc. (developer). This agreement has been reviewed and approved by the Village Attorney.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Public Improvements Completion Agreement

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move the passage of Resolution 2019- _____, a Resolution authorizing the execution of a Public Improvements Completion Agreement between the Village of Bartlett and Frank Mandarino and Kathy Mandarino (owners) and M.J. & B. Contractors, Inc. (developer).

Staff: Dan Dinges, Director of Public Works

Date: 06/25/19

Memo

DATE: June 25, 2019

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Public Improvements Completion Agreement
MJB's Gerber Road Resubdivision

Village ordinance requires a Public Improvement Completion Agreement (PICA) for all subdivisions.

Attached is the PICA for the development known as MJB's Gerber Road Resubdivision. This serves as an agreement between the Village and Frank Mandarino and Kathy Mandarino (owners) and M.J. & B. Contractors, Inc. (developer). This agreement has been reviewed and approved by the Village Attorney.

Motion: I move the passage of Resolution 2019- _____, a Resolution authorizing the execution of a Public Improvements Completion Agreement between the Village of Bartlett and Frank Mandarino and Kathy Mandarino (owners) and M.J. & B. Contractors, Inc. (developer).

RESOLUTION 2019 - ____

**A RESOLUTION APPROVING AND DIRECTING THE EXECUTION OF THE
PUBLIC IMPROVEMENTS COMPLETION AGREEMENT FOR THE
MJB'S GERBER ROAD RESUBDIVISION**

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

SECTION ONE: That the Public Improvements Completion Agreement dated as of July 2, 2019 between the Village of Bartlett and Frank Mandarino and Kathy Mandarino (owners) and M.J. & B. Contractors, Inc. (developer) pertaining to the MJB's Gerber Road Resubdivision, a copy of which is appended hereto and expressly incorporated herein by this reference (the "Agreement"), is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED July 2, 2019.

APPROVED July 2, 2019.

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2019 - ____, enacted on July 2, 2019, and approved on July 2, 2019, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

PUBLIC IMPROVEMENTS COMPLETION AGREEMENT

MJB'S GERBER ROAD RESUBDIVISION

MADE AND ENTERED as of July 2, 2019 by and among **Frank Mandarino and Kathy Mandarino** (collectively, the "Owner"), **M.J. & B. Contractors, Inc.** (the "Developer"), and the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois ("the Village").

RECITALS:

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

b. The Developer has applied for approval of a final plat of re-subdivision for MJB's Gerber Road Resubdivision ("Subdivision") for the Property.

c. The Owner and the Developer jointly and severally bind and obligate themselves to the obligations of the other as stated herein, but they are, nevertheless, sometimes hereinafter referred to collectively as the "Owner/Developer".

d. The Developer has submitted to the Village for its approval the engineering plans and specifications for the on-site and any off-site public improvements for the Subdivision, including, but not limited to, site grading, soil and erosion control, water distribution system improvements, sanitary sewer improvements, storm sewer improvements, and landscaping and restoration (the "Public Improvements") for the Subdivision prepared by Carradus Land Survey, Inc. dated September 17, 2012, last revised April 2, 2019 (the "Plans"), and the Village Engineer has approved the Plans as of April 2, 2019.

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

f. The Village is willing to execute the final plat of re-subdivision only upon the condition that the Owner and the Developer agree to cause the Public Improvements for such Subdivision to be installed and completed in a good and

workmanlike manner with materials of good quality in strict accordance with the Plans and the Bartlett Subdivision & PUD Ordinance (the "Subdivision Ordinance"), will be fully paid for, and will be maintained by the Developer for a period of from 15 months to 24 months after their completion as determined by the Village Engineer, and such obligations, and those set forth herein, and/or in the Ordinances of the Village, will be properly secured.

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

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

2. The Owner and the Developer jointly and severally promise and agree: (i) to construct the Public Improvements, or cause them to be constructed, in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and the Subdivision Ordinance and to complete each of the seven categories of construction set forth in paragraph 3 on or before the completion dates therein specified; and (ii) to pay to the Contractor, all prime contractors, subcontractors and material suppliers who furnish labor or material, or both, for the installation and construction of the Public Improvements the full amounts due them for such labor and materials; (iii) to maintain the Public Improvements for the Maintenance Period (between 15 and 24 months as determined by the Village Engineer), after the date certified by the Village Engineer as the date on which the last of the Public Improvements were completed, in strict accordance with the Plans therefor and the Subdivision Ordinance (the "Completion Date"). The Developer's maintenance obligations shall include, but are not limited to: (a) maintaining the Public Improvements, (b) repairing any damage to the Public Improvements caused by the Developer, its agents, servants, employees or its successors and assigns, or by any contractor hired by the Developer, its agents, servants, employees, successors or assigns, or any subcontractor hired by such contractor, (c) repairing or replacing any defective workmanship or materials in the Public Improvements, (d) making good and protecting the Village against the results of any defective workmanship or materials appearing to have been incorporated in any part of the Public Improvements which shall have appeared or been discovered within the Maintenance Period or any extension thereof, and (e) paying for the cost of all such maintenance and/or repair work. In the event that any of the Public Improvements are damaged, the burden shall be on the Developer to show that such damage was not caused by the Developer, its agents, servants, employees, successors or assigns, or by any contractor hired by the Developer, its agents, servants, employees, successors or assigns or any subcontractor hired by such contractor.

3. Completion Dates. The Public Improvements shall be completed in accordance with the following Schedule for each of the following categories:

(i) Site grading for Lot 1 shall be completed on or before November 30, 2019. Site grading for Lot 2 shall be completed on or before July 31, 2021.

(ii) Soil and erosion control items for storm sewer work (both lots) and for Lot 1 shall be completed on or before November 30, 2019. Soils and erosion control work for Lot 2 shall be completed on or before July 31, 2021.

(iii) Owner or Developer shall provide verification that a new water connection from the b-box to the residence on Lot 1 per Village requirements therefor was installed not more than seven (7) years ago; otherwise, the same shall be replaced on Lot 1 on or before November 30, 2019. Owner or Developer shall install and complete the water distribution system improvements for Lot 2 on or before July 31, 2021.

(iv) Owner or Developer shall provide verification that a new sanitary sewer service and connection has been installed per Village requirements therefor not more than seven (7) years ago; otherwise, the same shall be replaced on Lot 1 on or before November 30, 2019. Owner or Developer shall install and complete the sanitary sewer improvements for Lot 2 on or before July 31, 2021.

(v) Storm sewer improvements, including without limitation, an inlet with two sump pumps and storm sewers for both Lots 1 and 2 to connect to an existing inlet on adjoining property per easement, shall be installed on or before November 30, 2019, but in any event must be installed before an occupancy permit shall issue for either lot.

(vi) In lieu of installing sidewalk and parkway trees by a date certain, the Owner and/or the Developer shall post a cash bond or a surety bond in the amount of \$15,000 to guaranty the future installation of sidewalk and parkway trees along Gerber Road.

(vii) New or restored driveway apron on Lot 1 and Lot 1 restoration items shall be completed on or before November 30, 2019. New driveway apron and restoration items on Lot 2 shall be completed on or before July 31, 2021.

4. The Owner and Developer further agree to furnish and cause to be maintained at all times proper construction security to guaranty the completion of, payment for, and maintenance of the Public Improvements, and as security for its obligations hereunder and under the Subdivision Ordinance in the amount of **\$27,400.00** to be adjusted for Public Improvements scheduled to be completed more than one (1) year after the date of this Agreement by adding 1.25% per month for each month or fraction thereof by which such scheduled completion date, as determined by the latest date set forth in paragraph 3 hereof exceeds one (1) year up to a maximum of 150% of the estimated cost. Furthermore, it is a condition of Ordinance 2014-22 (hereinafter defined) that "In lieu of installing sidewalks and parkway trees as required in the Subdivision Ordinance, the Developer shall post a cash bond or surety bond for the future installation of sidewalks and parkway trees in the amount of \$15,000", hence the total security amount posted separately or in a combined form of security shall not be less than \$42,400.00. Such construction security shall be in the form of (i) a (1) Subdivision Performance Bond, and (2) a Subdivision Labor and Material Payment Bond, hereinafter sometimes collectively referred to as "Performance and Payment Bonds"; or (ii) a Standby Letter of Credit (Performance and Payment), hereinafter sometimes referred to as a "Performance and Payment Letter of Credit", or (iii) a cash bond held pursuant to an Irrevocable Cash Deposit Agreement, hereinafter sometimes referred to as a "Cash

Bond”, or a combination of such forms of security, but if posted each in form as set forth in the Subdivision Ordinance, except for such deviations and modifications therefrom as approved by the Village Attorney. Said security shall have an outside expiration date no sooner than September 30, 2022.

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

6. Construction and Maintenance Security.

A. Surety Bonds.

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

ii. Maintenance Bonds. Prior to the acceptance by the Village of the Public Improvements pursuant to this Agreement and the Subdivision Ordinance, the Owner/Developer shall post a Maintenance Bond in the amount of 15% of actual total cost of the Public Improvements based on contracts on file with the Village Clerk, otherwise 15% of the original penal sum on the Subdivision Performance Bond (the “Maintenance Amount”) as security for the performance of the Owner’s/Developer’s maintenance obligations under this Agreement and the Subdivision Ordinance. The Maintenance Bond shall be held by the Village in escrow until the last to occur of (a) the date that is the end of the Maintenance Period as determined by the Village Engineer, or (b) the date that is one (1) year after the proper correction of any defect or deficiency in the Public Improvements of which defect or deficiency the Village notifies the Developer within the Maintenance Period pursuant to this Agreement and payment of the cost of correction. If the Village

is required to draw, make a claim on and/or to bring suit to collect on the Maintenance Bond by reason of the Owner's/Developer's failure to fulfill its maintenance obligations under this Agreement and/or the Subdivision Bond, then the Owner/Developer shall within ten days thereafter cause the Maintenance Bond to be increased to its full original amount.

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

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

and

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

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

(2) "The Surety shall pay a sum of money to the obligee, up to the penal sum of the bond, that represents the reasonable cost to complete the work that exceeds the unpaid balance of the contract sum.

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

Each Surety Bond shall (a) be construed under the laws of Illinois, (b) provide for exclusive jurisdiction in the circuit courts of Illinois and venue in the Circuit Court for the 18th Judicial Circuit of DuPage County, Illinois, and (c) at if any time it will expire within 60 days or any lesser number of days, and if it has not been renewed, or if it has not been replaced by a suitable Surety Bond from a different surety company meeting the minimum requirements set forth in paragraph 4.a.iii., and if any applicable obligation of the Owner/Developer for which it is security remains uncompleted or unsatisfactory to the Village, then the Village may, without notice and without being required to take any further action of any nature whatsoever, make a demand on the Subdivision Performance Bond and file suit on said Bond, and thereafter either hold all damages awarded or proceeds paid as security for the satisfactory completion of the obligations or employ the proceeds to complete the obligations and reimburse the Village for any and all costs and expenses, including without limitation legal fees and administrative costs incurred by the Village, as the Village shall determine, and thereafter use the remaining proceeds, if any, for the payment of subcontractors and/or material suppliers that have furnished labor and/or materials for the Public Improvements that have timely filed and perfected their respective lien rights under Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) (if applicable) and under the Public Construction Bond Act (30 ILCS 550/*et seq.*) and that have not collected under the Subdivision Payment Bond. The aggregate amount of the Subdivision Performance Bond and Subdivision Labor and Material Payment bond may only be reduced to reflect a reduction in the total amount of the deposit required pursuant to paragraph 4 of this Agreement to 110% of the bid amount based on executed contracts on file with the Village Clerk. No Surety Bond shall be released until the Public Improvement work is satisfactorily completed and all of the Owner's/Developer's obligations under this Agreement, the Subdivision Ordinance and

Bartlett Ordinance No. 2014-22, "AN ORDINANCE Approving of the Rezoning from ER-1 to SR-2 Suburban Residential, a Front Yard Variance to Bring the Existing Home Into Conformance and the Final Plat of Resubdivision for MJB's Gerber Road Resubdivision" ("Ordinance 2014-22") (collectively, the "Village Approvals") have been satisfied, and the corporate authorities of the Village have passed an ordinance accepting the Public Improvements for the Subdivision. Further, none of the Surety Bonds shall be released unless and until the Owner/Developer has presented to the Village Attorney owner's sworn statements, contractors' sworn statements, and final waiver s of lien, as may be appropriate, and any additional documentation that the Village Attorney may reasonably request to demonstrate full payment of the Public Improvements and full payment to all contractors, subcontractors, and material suppliers performing such work or furnishing such materials.

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

v. Replacement Surety Bonds. In the event the surety on the Performance and Payment Bonds has issued a notice of expiration of the applicable bond as provided in the underlying Surety Bond, and/or in the event (i) the Owner/Developer has not performed all of its obligations under this Agreement, the Subdivision Ordinance and the other Village Approvals as determined by the Village in its sole discretion prior to the date by which the Village must bring suit on the Performance and Payment Bonds, or either of them to enforce it; and (ii) either (a) the issuer of the Performance and Payment Bond has not issued an extension or retraction of its notice of expiration more than 30 days prior to its expiration date, or (b) the Owner/Developer has not caused another surety company that meets the minimum requirements set forth in paragraph 4.A.iii. above to issue a replacement surety bond in form as prescribed in the Subdivision Ordinance with such deviations and modifications therefrom that are satisfactory to the Village Attorney within said 30 days prior to its expiration date, the Village may make a demand on the Principal and Surety on the Performance and Payment bond and pursue all of its remedies thereunder. If at any time the Village determines that the Surety is no longer licensed by the Illinois Department of Insurance and authorized to issue and execute sureties in Illinois or its FSR has dropped below an A- on any of the specific rating agencies listed in paragraph 4.A.iii., is insolvent, or is in danger of becoming any of the foregoing, or is

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

B. Letters of Credit.

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

ii. Maintenance Letter of Credit. Prior to any required acceptance by the Village of the Public Improvements pursuant to this Agreement and the Subdivision Ordinance, the Owner/Developer shall post a new standby letter of credit in the amount of 15% of the actual total cost of the Public Improvements based on contracts on file with the Village Clerk, otherwise 15% of the original amount of the Performance and Payment Letter of Credit as security for the performance of the Owner's/Developer's maintenance obligations under this Agreement and the Subdivision Ordinance (the "Maintenance Letter of Credit"). The Maintenance Letter of Credit shall be held by the Village in escrow until the last to occur of (a) the date that is the end of the Maintenance Period set forth in this Agreement, or (b) the date that is one (1) year after the proper correction of any defect or deficiency in the Public Improvements of which the defect or deficiency the Village notified the Developer within the Maintenance Period and proof of full payment of the cost of correction. If the Village is required to draw on the Maintenance Letter of Credit by reason of the Owner's/Developer's failure to fulfill its obligations under this Agreement, then the Owner/Developer shall within ten days thereafter cause the Maintenance Letter of Credit to be increased to its full original amount.

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

allow for any right of set off by the issuer thereof as to any amounts due from the Owner/Developer to the issuer, (d) shall be construed under the laws of Illinois, and (e) if at any time it will expire within 60 days or any lesser number of days, and if it has not been renewed, or if it has not been replaced by a suitable Standby Letter of Credit from a different issuer meeting the minimum requirements set forth in Section 11-9-9:A.3 of the Subdivision Ordinance, and if any applicable obligation of the Owner/Developer for which it is security remains uncompleted or unsatisfactory to the Village, then the Village may, without notice and without being required to take any further action of any nature whatsoever, (i) call and draw down the letter of credit and thereafter either hold all proceeds as security for the satisfactory completion of the obligations or employ the proceeds to complete the obligations and reimburse the Village for any and all costs and expenses, including without limitation legal fees and administrative costs incurred by the Village, as the Village shall determine, and thereafter use the remaining proceeds, if any (ii) for the payment of subcontractors and/or material suppliers that have furnished labor and/or materials for the Public Improvements that have timely filed and perfected their respective lien rights under Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) (if applicable) and under the Public Construction Bond Act (30 ILCS 550/*et seq.*). The aggregate amount of the letter of credit may be reduced only for completed categories of the Public Improvements work as those categories and time schedule are described in subparagraphs (i) through (vii) inclusive of paragraph 3 of this Agreement, but only after joint direction by the Developer and the Village, either to reflect a reduction in the total amount of the deposit required pursuant to paragraph 4 of this Agreement to 110% of the bid amount based on executed contracts on file with the Village Clerk, or to reimburse the Owner/Developer for payment of Public Improvement work satisfactorily completed, but in no event shall any such reduction cause remaining balance of the Performance and Payment Letter of Credit be reduced below 150% of the amount certified by a licensed engineer retained by the Developer as to the value of the remaining work as confirmed by the Village Engineer, and in no event below the Maintenance Amount, and further provided that all work that has been completed for which a reduction is sought has been fully paid for based on said engineer's review of owner's sworn statement(s), general contractor's sworn statement(s) and applicable lien waivers, or have been paid through a construction escrow established at an Illinois title company, with copies of interim endorsements issued by the title company and supporting documents furnished to the Village. No reduction for payment of Public Improvement work satisfactorily completed shall be allowed, except after presentation by the Owner/Developer to the Village Attorney of proper owner's sworn statements, contractors' sworn statements, partial or final waivers of lien, as may be appropriate, and any additional documentation that the Village Attorney may reasonably request to demonstrate satisfactory completion of the Public Improvement(s) in question and full payment therefor of all contractors, subcontractors, and material suppliers performing such work or furnishing such materials. The Maintenance Letter of Credit shall not be reduced by reason of any cost incurred by the Owner/Developer to satisfy its obligations under this Agreement.

iv. Replenishment of Letters of Credit. If at any time the Village determines that the Performance and Payment Letter of Credit is not, or may not be, sufficient to pay in full the remaining unpaid cost of all Public Improvements and all unpaid Village fees, or that the funds remaining in the Maintenance Letter of Credit are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Public Improvements, then, within ten days after a demand by the Village, the Owner/Developer shall cause the issuer to increase the amount of the appropriate letter of credit to an amount determined by the Village to be sufficient to cover said deficiency and pay the unpaid costs and fees, or shall deposit said sum with the Village pursuant to an Irrevocable Cash Deposit agreement in form as set forth in the Subdivision Ordinance, otherwise the Village may draw down the entire remaining balance of the applicable letters of credit and pursue any deficiency from such Owner/Developer.

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

C. Cash Bonds.

i. A cash bond paid by the Owner/Developer pursuant to an Irrevocable Cash Deposit Agreement shall be held by the Village Treasurer in escrow by the Village to guaranty the Owner's/Developer's obligations under this Agreement, the Subdivision Ordinance, and the Village Approvals, including the Owner's/ Developer's Maintenance Obligations. Upon satisfaction of the Owner's/ Developer's other obligations required for acceptance of the Public Improvements

by the Corporate Authorities under the Subdivision Ordinance, the Cash Bond may be reduced to 15% of the actual total cost of the Public Improvements based on contracts on file with the Village Clerk, otherwise 15% of the original Cash Bond amount (the "Maintenance Amount") as security for the performance of the Owner's/Developer's maintenance obligations under this Agreement and the Subdivision Ordinance (the "Maintenance Cash Bond"). The Maintenance Cash Bond shall continue to be held by the Village in escrow until the last to occur of (a) the date that is the end of the Maintenance Period set forth in this Agreement, or (b) the date that is one (1) year after the proper correction of any defect or deficiency in the Public Improvements pursuant to this Agreement and payment of the cost of correction. If the Village is required to draw on the Maintenance Cash Bond by reason of the Owner's/Developer's failure to fulfill its obligations under this Agreement, then the Owner/Developer shall within ten (10) days thereafter cause the Maintenance Cash Bond to be increased to its full original amount. In the event the Owner/Developer has posted a Cash Bond and the Owner and the Developer, or either of them, fails to perform each of their respective or joint or and several obligations under this Agreement, the Subdivision Ordinance and the Village Approvals, or under any of them, the Village shall provide a notice of such default to the Owner/Developer, and the Owner/Developer shall have thirty (30) days (the "Cure Period") to cure any such default. In the event any and all defaults set forth in the notice of default are not cured within the Cure Period, the Village may use the funds held pursuant to the Irrevocable Cash Deposit Agreement to pay for the completion and maintenance of the Public Improvements, and after completion thereof, for the payment of labor and material provided by contractors other than the Developer, subcontractors and material suppliers with respect to the Public Improvements.

ii. Form of Cash Bond. The Cash Bond shall be paid and held pursuant to the terms of the Irrevocable Cash Deposit Agreement shall be in a form prescribed in the Subdivision Ordinance except for such deviations and modifications therefrom that are satisfactory to the Village Attorney. The Cash Bond (a) shall be irrevocably pledged as security to the Village to secure the Owner's/Developer's joint and several obligations and shall not be cancelled or subject to withdrawal without the prior consent of the Village, (b) shall not require the consent of the Owner/Developer prior to any draw on it by the Village, (c) shall not be subject to claims of any creditor of the Owner/Developer or either of them, or to levy, garnishment or hypothecation. If any applicable obligation of the Owner/Developer for which it is security remains uncompleted or unsatisfactory to the Village, then the Village may, without notice other than the notice of default and without being required to take any further action of any nature whatsoever, (i) draw down the cash bond and use the proceeds as security for the satisfactory completion of the obligations or employ the proceeds to complete the obligations and reimburse the Village for any and all costs and expenses, including without limitation legal fees and administrative costs incurred by the Village, as the Village shall determine, and thereafter use the remaining proceeds, if any (ii) for the payment of contractors other than the Developer, subcontractors and/or material suppliers that have furnished labor and/or materials for the Public

Improvements that have timely filed and perfected their respective lien rights under the Public Construction Bond Act (30 ILCS 550/et seq.). The aggregate amount of the Cash Bond may be reduced only for completed categories of the Public Improvements work as those categories and time schedule are described in subparagraphs (i) through (viii) inclusive of paragraph 3 of this Agreement, but only after joint direction by the Developer and the Village, either to reflect a reduction in the total amount of the deposit required pursuant to paragraph 4 of this Agreement to 110% of the bid amount based on executed contracts on file with the Village Clerk, or to reimburse the Owner/Developer for payment of Public Improvement work satisfactorily completed, but in no event shall any such reduction cause remaining balance of the Cash Bond be reduced below 150% of the amount certified by a licensed engineer as to the value of the remaining work as confirmed by the Village Engineer, or below the Maintenance Amount, and further provided that all work that has been completed for which a reduction is sought has been fully paid for based on said engineer's review of owner's sworn statements, general contractor's sworn statements and applicable lien waivers, or have been paid through a construction escrow established at an Illinois title company, with interim title endorsements issued by said title company for each draw covering both private improvements and Public Improvements, with copies of documents furnished to the Village. No reduction for payment of Public Improvement work satisfactorily completed shall be allowed, except after presentation by the Owner/Developer to the Village Attorney of proper owner's sworn statements, contractors' sworn statements, partial or final waivers of lien, as may be appropriate, and any additional documentation that the Village Attorney may reasonably request to demonstrate satisfactory completion of the Public Improvement(s) in question and full payment therefor and of all contractors, subcontractors, and material suppliers of every tier performing such work or furnishing such materials. After acceptance of the Public Improvements by the Corporate Authorities and reduction of the Cash Bond to the Maintenance Amount, the Maintenance Cash Bond shall not be reduced by reason of any cost incurred by the Owner/Developer to satisfy its obligations under this Agreement.

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

7. The Owner/Developer shall pay all costs, permit fees, engineering fees, testing fees, consulting fees, attorney's fees, connection fees, and other fees, costs and

expenses required to be paid by the Owner and Developer, or either of them, to the Village under this Agreement, Ordinance 2014-22 (the ordinance approving the underlying re-subdivision), the Bartlett Municipal Code, and any other ordinance of the Village, or any of them, concerning the development of the Property.

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

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

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

11. Intentionally Omitted.

12. Intentionally Omitted.

13. Title to all underground improvements and other personal property required by the Subdivision Ordinance to be transferred to the Village by appropriate Bill of Sale shall remain the property of the Owner/Developer until the adoption of an ordinance by the Corporate Authorities formally accepting the Public Improvements, and the expiration of the Maintenance Period and any extension thereof as provided in this Agreement, unless the Maintenance Period and the maintenance security requirement is waived by the Corporate Authorities in its sole and absolute discretion on the recommendation of the Village Engineer, in which event the Owner/Developer shall maintain the Public Improvements until they (or such portion thereof) have been accepted by the Corporate Authorities

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

15. License to Village to Complete Public Improvements. In the event of a default and the election by the Village (and/or the Surety in the case of a Subdivision Performance Bond) to take over and complete the Public Improvements, the Owner, for itself and for its successors in interest and assigns hereby grants a non-exclusive license to the Village (and if applicable to the Surety) and their respective employees, engineers, consultants, contractors, subcontractors, material suppliers, agents and anyone hired by or on behalf of either of them, to complete the Public Improvements (the "Village Designees") in, under, upon, across, through and under the Property, and hereby assigns

such right, and interest if any off-site easements or licenses granted to the Owner and the Developer, or either of them, to install or construct any off-site Public Improvements to serve the Subdivision development, to the Village and/or the Surety. In the event of such take over of the Public Improvements, the Village will endeavor to require any contractor it hires to procure liability insurance in similar types, coverages, and amounts as required of the "Contractor" in paragraph 16 of this Agreement.

16. Insurance. The Developer (if it will act as the general contractor), or the Contractor (if the Owner and Developer hire a single general contractor or construction manager), or each prime contractor (if the Owner and Developer hire more than one contractor to construct and install the Public Improvements), each referred to for purposes of this paragraph as "Contractor", shall obtain and maintain insurance of the types and in the amounts listed as follows:

A. Commercial General and Umbrella Liability Insurance.

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

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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

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

B. Continuing Completed Operations Liability Insurance.

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

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

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO CG 00 01.

C. Business Auto and Umbrella Liability Insurance.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

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

D. Workers Compensation Insurance.

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

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

E. General Insurance Provisions.

(i) Evidence of Insurance.

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

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

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

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

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

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

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

(ii) Acceptability of Insurers.

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

(iii) Cross-Liability Coverage.

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

(iv) Deductibles and Self-Insured Retentions.

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

(v) Subcontractors.

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

17. In the event the Village Engineer determines, in the Village Engineer's sole and absolute discretion, that the Owner/Developer (i) has failed to timely complete any of the six categories of construction set forth in paragraph 3 on or before the completion dates therein specified; (ii) has not adequately maintained, any of the Public Improvements, or (iii) the Owner/Developer is otherwise in default under this Agreement, the Subdivision Ordinance or the Village Approvals, the Village may, after ten (10) days' prior written notice to the Owner/Developer (or without written notice in the case of emergency repair work deemed necessary by the Village Administrator), enter on any or all of the Property, for which the Owner has granted to the Village and to the Village's designees, a non-exclusive license pursuant to paragraph 15, and cause to be performed any work and pay any monies to cover the Owner's and/or the Developer's financial obligations hereunder using the funds pursuant to this Agreement drawn from the Construction Security or the Maintenance Security deposited pursuant to this Agreement. The Village shall have the right to demand immediate payment directly from the Owner/Developer, based on costs actually incurred or on the Village's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire costs of the work, including, without limitation, legal fees and administrative expenses. Owner/Developer shall, after demand by the Village, pay the required amount to the Village.

18. Use of Funds in the Event of Breach of Agreement. If the Owner/Developer fails or refuses to complete the Public Improvements in accordance with this Agreement and the agreed-on construction schedule, or fails or refuses to correct any defect or deficiency in the Public Improvements, or fails or refuses to restore property in accordance with a demand from the Village, or in any manner fails or refuses to meet fully any of its obligations under this Agreement and/or the Subdivision Ordinance, then the Village may, in its sole and absolute discretion, draw on and retain all or any of the funds remaining in the Performance and Payment Letter of Credit, the Maintenance Letter of Credit or the Irrevocable Cash Deposit, or demand the surety perform its obligations under the Subdivision Performance Bond, and if necessary, file suit on said bond and retain the monies recovered from the surety under the Subdivision Performance Bond. The Village thereafter shall have the right to exercise its rights under this Agreement and the Subdivision Ordinance to take any other action it deems reasonable and appropriate to mitigate the effects of the failure or refusal by the Owner/Developer and to reimburse itself from the applicable construction security and/or maintenance security for all of its costs and expense, including without limitation legal fees and administrative expenses resulting from or incurred as a result of the Owner's/Developer's failure or refusal to fully meet its obligations under this Agreement and the Subdivision Ordinance. If the funds remaining in the Performance and Payment Bonds, Standby Letter of Credit (Performance and Payment), and/or Cash Bond are insufficient or pay fully the Village for all its costs and expenses to fully pay for the Public Improvements, and to maintain a cash reserve equal to 15% of the original construction security amount during the entire time

the Maintenance Letter of Credit, Maintenance Bond or Maintenance Cash Deposit should have been maintained by the Owner/Developer, then the Owner/Developer shall, after demand of the Village, immediately deposit with the Village additional funds as the Village determines are necessary to fully repay the Village's costs and expenses and to establish the required maintenance cash reserve. Any subcontractor and material supplier of the Developer or Contractor or Subcontractor and/or a material supplier of any tier that provided labor and/or material in connection with the Public Improvements shall be deemed a third party beneficiary under the Subdivision Labor and Material Payment Bond that has perfected its lien rights in accordance with the Mechanic's Lien Act (if applicable) and the Public Construction Bond Act shall be authorized to bring suit thereon in accordance with the applicable statute.

19. Village Lien Rights. If any money, property, or other consideration due from the Owner/Developer to the Village pursuant to this Agreement is not either recovered from the construction security deposits required in paragraph 4 or paid or conveyed to the Village by the Owner/Developer within ten (10) days after a demand for payment or conveyance, then the money, or the Village's reasonable estimate of the value of the property or other consideration, together with interest at the maximum rate permitted by law and costs of collection, including without limitation legal fees and administrative expenses, shall become a lien on the Property, and the Village shall have the right to collect the amount or value, with applicable interest and costs, including without limitation legal fees and administrative expenses, and the right to enforce the lien in the manner provided by law for mortgage foreclosure proceedings. The lien shall be subordinate to the lien of any first mortgage now or hereafter placed on the Property; provided, however, that the lien subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Property pursuant to a judgment of foreclosure, or any other proceeding in lieu of foreclosure, but the sale or transfer shall not relieve the Property from liability for any charges thereafter become due, nor from the lien of any subsequent charge.

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

21. Remedies.

A. It is agreed that the parties hereto shall have the following rights and remedies in the event of a breach or default hereunder.

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

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

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

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

C. In the event the Village chooses to sue in order to enforce the obligations hereunder, Owner/Developer shall pay all costs and expenses incurred by the Village, including, but not limited to, attorneys' fees and costs and expenses incurred by the Village. In addition, if the Owner/Developer do not pay any fees provided for herein, the Village may withhold the issuance of building permits and/or occupancy permits until payment is received, or if the appropriate security is not deposited, withhold approval of plat of subdivision until the appropriate security is delivered. Village may use remedies available to it to collect such fees and charges as are due.

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

23. Venue, Illinois law, attorney's fees. The parties agree that this Agreement shall be governed by Illinois law and that the proper venue for the enforcement of this

Agreement shall be the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois. The Developer and the Owner, jointly and severally, agree to reimburse the Village for any reasonable attorney's fees incurred by the Village in enforcing or attempting to enforce the obligations of the Developer and the Owner, or either of them, under this Agreement, regardless of whether a lawsuit is actually filed, within 15 days after the receipt of copies of paid invoices for such attorney's fees.

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

25. Miscellaneous.

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

To the Village: Village of Bartlett
228 South Main Street
Bartlett, IL 60103
Attention: Paula Schumacher, Village Administrator

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

To the Owner: Frank Mandarino and Kathy Mandarino
304 Wyoma Lane
Schaumburg, Illinois, 60193

With a copy to: _____

To the Developer: M.J.& B. Contractors, Inc.
6 N 601 Rodenburg Road
Roselle, Illinois, 60172

With a copy to: Marshall Subach
Hunt Aranda & Subach, Ltd.
1035 South York Road
Bensenville, IL, 60106

B. Severability. If any provision of this Agreement is held invalid by a court of a competent jurisdiction or in the event a court shall determine that the Village does not have the power to perform a disputed provision, the provision shall be deemed to be excised from this Agreement and invalidity shall not affect any of the other provisions contained herein, and the judgment or decree shall relieve the Village from performance under the invalid provision of this Agreement.

[SIGNATURE PAGE FOLLOWS]

OWNER: Frank Mandarino and
and Kathy Mandarino

VILLAGE OF BARTLETT

Frank Mandarino

By: _____
Village President

Kathy Mandarino

Attest:

Village clerk

DEVELOPER: M. J. & B. Contractors, Inc.

By: _____
Name: _____
Title: President

Attest:

Name: _____
Title: Secretary



Agenda Item Executive Summary

Item Name Bartlett Tap Committee or Board Board

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

EXECUTIVE SUMMARY

The petitioner is requesting:

Special Use Permit to allow live entertainment events to be conducted indoors.

The Petitioner is requesting a **Special Use Permit** to allow live entertainment (indoor only) utilizing a small amplification device. The Petitioner plans to host live music, comedy nights, open mic events, and trivia nights on a recurring basis.

The **Plan Commission** reviewed the Special Use Permit request and conducted the required public hearing at their meeting on June 13, 2019. The Plan Commission recommended **approval** subject to the conditions and Findings of Fact outlined in the Staff Report.

The Staff requests this item be forwarded directly to the Village Board for a final vote.

ATTACHMENTS (PLEASE LIST)

CD Memo, Ordinance with Exhibits, Minutes from the PC, Applicant Cover Letter, Application, Location Map, and Floor Plan

ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance - Move to approve Ordinance #2019- _____ AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ALLOW LIVE ENTERTAINMENT (INDOOR ONLY) AT 113 W RAILROAD AVENUE (BARTLETT TAP)
- Motion

Staff: Roberta Grill, Planning & Dev Services Director Date: 6/17/2019

COMMUNITY DEVELOPMENT MEMORANDUM

19-98

DATE: June 17, 2019
TO: Paula Schumacher, Village Administrator
FROM: Roberta B. Grill, Planning & Dev Services Director 
RE: **(#19-08) Bartlett Tap, 113 W Railroad Avenue**

PETITIONER

John Castilla, Bartlett Tap Owner/Operator

SUBJECT SITE

South side of Railroad Avenue between Oak Avenue and Main Street

REQUEST

Special Use Permit to allow live entertainment indoors

The Staff requests this item be forwarded directly to the Village Board for a final vote.

EXISTING AND PROPOSED CONDITIONS

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
Subject Site	Commercial	Commercial	B-1
North	Commercial	Commercial	B-1
South	Police Parking	Institutional	P-1
East	Commercial	Commercial	B-1
West	Commercial	Commercial	B-1

ZONING HISTORY

This property is part of the original Village of Bartlett corporate limits. The property has been zoned for business uses throughout the history of the Bartlett Zoning Ordinance. A Special Use permit was approved for this property, by Ordinance #2004-059, which allows for outdoor dining on the property.

DISCUSSION

1. The Petitioner is requesting a **Special Use Permit** to allow for live entertainment events conducted indoors.
2. The requested Special Use Permit will NOT allow live entertainment events outdoors.
3. The addition of live entertainment events will not increase the demand for parking.

RECOMMENDATION

1. Staff recommends approval of the Petitioner's request subject to the following conditions and findings of fact:
 - A. All live entertainment events shall be conducted wholly inside the building;
 - B. All live entertainment events shall comply with Bartlett Municipal Code Section 4-3-4 *Excessive Noise*;
 - C. Findings of Fact: Special Use Permit
 - i. The proposed live entertainment events are desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the community;
 - ii. That the proposed live entertainment events 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 live entertainment events shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.
2. The **Plan Commission** reviewed the Petitioner's request for a Special Use Permit and conducted the required public hearing at their meeting on June 13, 2019. The Plan Commission recommended **approval** subject to the conditions and Findings of Fact outlined above by the Staff.
3. The Ordinance, Minutes from the Plan Commission meeting, and background materials are attached for your review and consideration.

ORDINANCE 2019 - _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ALLOW LIVE ENTERTAINMENT (INDOOR ONLY) AT 113 W RAILROAD AVENUE (BARTLETT TAP)

WHEREAS, Jay Hova is the owner of less than one (1) acre of land located on the South side of West Railroad Avenue between Oak Avenue and Main Street in the Village of Bartlett, legally described on **Exhibit A**, which property is commonly known as Bartlett Tap and is referred to herein as the "Subject Property"; and

WHEREAS, the Subject Property is zoned B-1 Village Center District and a Special Use Permit for Outdoor Dining was granted for the subject property on May 18, 2004 by Ordinance #2004-059. This Special Use Permit shall remain unchanged; and

WHEREAS, John Castilla on behalf of Bartlett Tap (the "Petitioner"), has filed a petition (the "Petition") for a Special Use Permit to allow live entertainment events conducted indoors (the "Special Use Permit") and;

WHEREAS, the Bartlett Plan Commission reviewed the Petition with respect to the Special Use Permit on the Subject Property at its meeting on June 13, 2019 (Case #19-08) and has recommended to the Corporate Authorities that the Special Use Permit to allow live entertainment events conducted indoors be granted, subject to the conditions and findings of fact set forth in its report, and;

WHEREAS, the Corporate Authorities have determined that it is in the public interest to approve the Special Use Permit recommended by the Plan Commission based on its findings of fact and conditions set forth in its report and in Sections One and Two of this Ordinance; and

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

SECTION ONE: The Corporate Authorities do hereby make the following findings of fact:

A. The Special Use is 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 Special Use will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;

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

SECTION TWO: That the Special Use Permit to allow live entertainment events conducted indoors is hereby granted, subject to the findings of fact in Section One and the following conditions:

A. All live entertainment events shall be conducted wholly inside the building; and

B. All live entertainment events shall comply with Bartlett Municipal Code
Section 4-3-4 *Excessive Noise*.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED this 2nd day of July, 2019

APPROVED this 2nd day of July, 2019

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 2019- _____ enacted on July 2, 2019 and approved on July 2, 2019, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

EXHIBIT A

THE WEST 50 FEET OF THE EAST 100 FEET OF LOTS 10 AND 11 IN BLOCK 6 IN BARTLETT, A
SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 41
NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 06-34-409-002



Village of Bartlett
Plan Commission Meeting Minutes
June 13, 2019

(#19-08) Bartlett Tap
Special Use Permit to allow Live Entertainment Indoors
PUBLIC HEARING

Exhibit A - Picture of Sign
Exhibit B - Mail Affidavit
Exhibit C - Notification of Public Hearing Notice in Newspaper

A. Hopkins recused himself from this agenda item, **#19-08 Bartlett Tap**

R. Hanlon stated the Petitioner is requesting a Special Use Permit to allow for live entertainment events conducted indoors only. The requested Special Use Permit will NOT allow live entertainment events outdoors. The addition of live entertainment events will not increase the demand for parking.

The Staff recommends approval of the Petitioner's request subject to the following conditions and Findings of Fact as outlined in the staff report.

Petitioner was not present.

J. Lemberg asked if there were any questions from the committee.

D. Gunsteen asked staff if all businesses need to obtain a special use permit to have music or entertainment and why. **R. Grill** stated it's in the zoning ordinance that any live entertainment requires a special use permit. There have been several issued. **D. Negele** asked how venues have special use permits for live music/entertainment. **R. Grill** stated El Faro was granted one about 10 years ago, Pasta Mia, maybe a total of five. **D. Negele** asked if there have been any issues. **R. Grill** stated not that she recalls.

J. Lemberg asked if there were any questions from the committee.

The Public Hearing portion of the meeting was open to the Public. No one came forward.

The Public Hearing portion of the meeting was closed.

J. Lemberg then asked for a motion to approve the Petitioner's requests subject to the conditions and Findings of Fact.

Motioned by: J. Miaso
Seconded by: D. Gunsteen

Roll Call

Ayes: J. Miaso, J. Allen, J. Kallas, A. Hopkins, D. Gunsteen, D. Negele and M. Hopkins
Nays: None
Motion carried.

7:21 PM, A. Hopkins rejoined the Plan Commission meeting.

May 7, 2019

To: President and Board of Trustees

From : John Castilla, Owner of Bartlett Tap

Subject: Special Use Permit

Dear President & Trustees,

The Bartlett Tap is excited to finally be open to the public and has received tremendous support. During my initial rehab I had built a stage in the corner (see diagram) to entertain my guest with "Live Music". Many patrons are excited tha the Bartlett Tap has this interior section to do such performances. The area was built to not only have live music, but a space to host comedy night, open mic night, trivia night. Due to such a limited venue space we prefer small amplification devices to assist the performer. I would like to ask all of you for the support on obtaining such necessary Permit(s).

Sincerely,

John Castilla
Bartlett Tap

RECEIVED
COMMUNITY DEVELOPMENT

MAY 07 2019

VILLAGE OF
BARTLETT



VILLAGE OF BARTLETT
SPECIAL USE PERMIT APPLICATION

For Office Use Only
Case # 19-08
RECEIVED
COMMUNITY DEVELOPMENT
MAY 07 2019
VILLAGE OF
BARTLETT

PROJECT NAME Bartlett Tap

PETITIONER INFORMATION (PRIMARY CONTACT)

Name: John CASTILLA

Street Address: 113 W. Railroad Ave

City, State: Bartlett, IL

Zip Code: 60103

Email Address: JohnCastilla@bartlett-Tap.com Phone Number: 630 855 6622

Preferred Method to be contacted See Dropdown com

PROPERTY OWNER INFORMATION

Name: Jay Hova

Street Address: 6150 N. Milwaukee

City, State: Chgo, IL

Zip Code: 60646

Phone Number: 773-934-3924

OWNER'S SIGNATURE: Jay Hova Date: 5-3-2019
(OWNER'S SIGNATURE IS REQUIRED or A LETTER AUTHORIZING THE PETITION SUBMITTAL.)

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

Indoor live music to entertain patrons
on a monthly basis.

PROPERTY INFORMATION

Common Address/General Location of Property: 113 W. Railroad Ave

Property Index Number ("Tax PIN"/"Parcel ID"): _____

Acreage: _____

Zoning: _____
(Refer to Official Zoning Map)

Land Use: See Dropdown

Comprehensive Plan Designation for this Property: See Dropdown
(Refer to Future Land Use Map)

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

Attorney N/A

Engineer N/A

Other N/A

FINDINGS OF FACT FOR SPECIAL USES

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

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

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

Interior of restaurant to be utilized for live entertainment, for patrons visiting the establishment.

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

Will be used to enhance the experience while visiting the Bartlett Tap.

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

Will be used only to enhance the experience while dining or socializing with fellow residents or colleagues.

ACKNOWLEDGEMENT

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

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

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

SIGNATURE OF PETITIONER: John Castella

PRINT NAME: John CASTICLA

DATE: 5-3-19

REIMBURSEMENT OF CONSULTANT FEES AGREEMENT

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

NAME OF PERSON TO BE BILLED: N/A

ADDRESS: _____

PHONE NUMBER: _____

EMAIL: _____

SIGNATURE: _____

DATE: _____

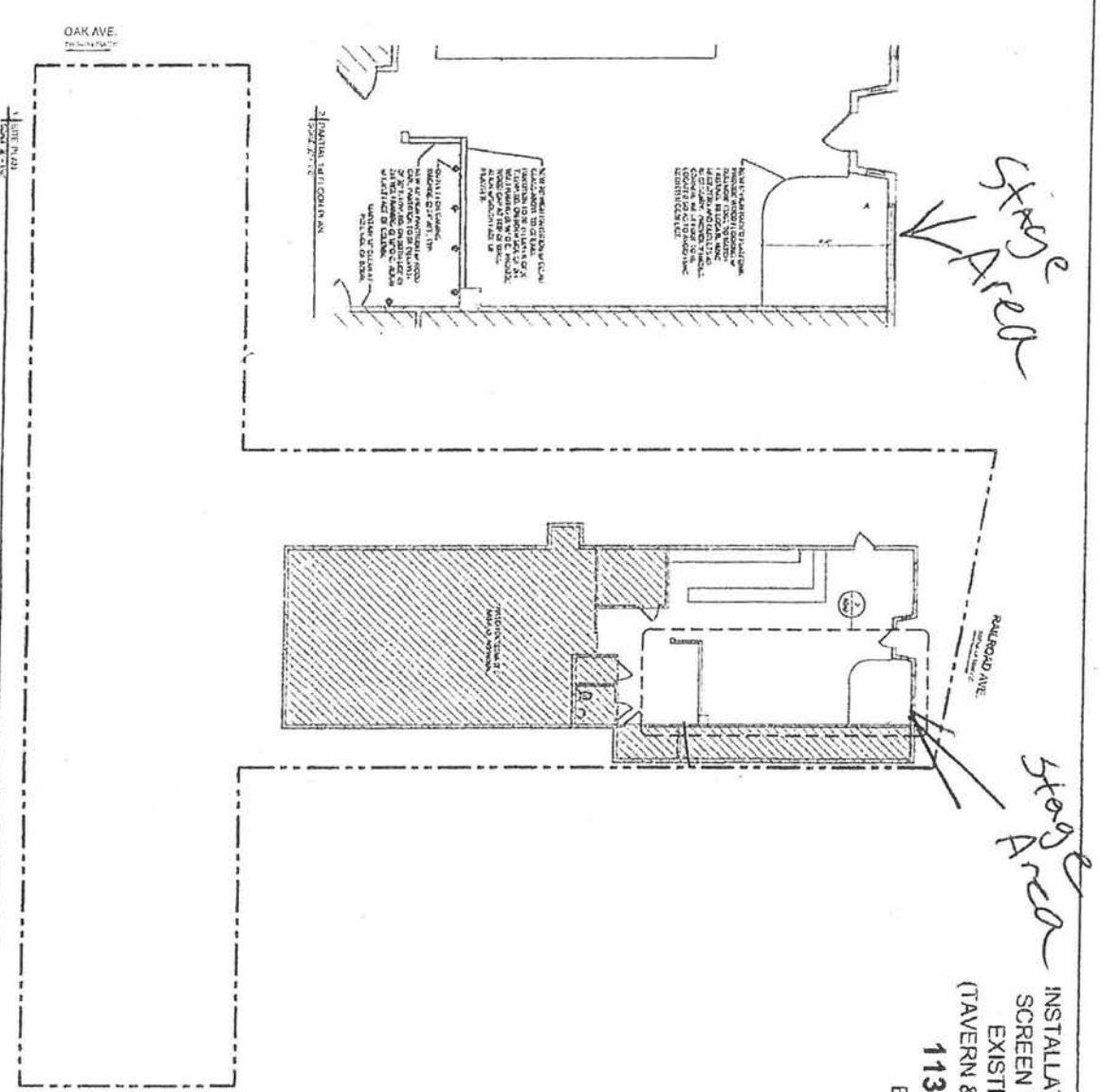
Bartlett Tap

113 W. Railroad Ave.

PIN: 06-34-409-002



RECEIVED
COMMUNITY DEVELOPMENT
MAY 07 2019
VILLAGE OF
BARTLETT



**INSTALLATION OF RAISED STAGE AND
SCREEN WALL FOR GAMING AREA IN
EXISTING 2-STORY, MIXED USE
(TAVERN & RESIDENTIAL) BUILDING AT:
113 RAILROAD AVE.
BARTLETT, ILLINOIS**

APPLICABLE CODES

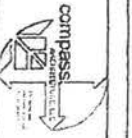
DRAWING INDEX

LEGEND

Symbol	Description
Circle with dot	LEVEL CONTROL
Circle with triangle	POUR STOP
Circle with circle	DOOR STOP
Circle with square	ANCHOR BOLT
Circle with diamond	ANCHOR BOLT
Circle with cross	ANCHOR BOLT
Circle with plus	ANCHOR BOLT
Circle with asterisk	ANCHOR BOLT
Circle with X	ANCHOR BOLT
Circle with Y	ANCHOR BOLT
Circle with Z	ANCHOR BOLT
Circle with A	ANCHOR BOLT
Circle with B	ANCHOR BOLT
Circle with C	ANCHOR BOLT
Circle with D	ANCHOR BOLT
Circle with E	ANCHOR BOLT
Circle with F	ANCHOR BOLT
Circle with G	ANCHOR BOLT
Circle with H	ANCHOR BOLT
Circle with I	ANCHOR BOLT
Circle with J	ANCHOR BOLT
Circle with K	ANCHOR BOLT
Circle with L	ANCHOR BOLT
Circle with M	ANCHOR BOLT
Circle with N	ANCHOR BOLT
Circle with O	ANCHOR BOLT
Circle with P	ANCHOR BOLT
Circle with Q	ANCHOR BOLT
Circle with R	ANCHOR BOLT
Circle with S	ANCHOR BOLT
Circle with T	ANCHOR BOLT
Circle with U	ANCHOR BOLT
Circle with V	ANCHOR BOLT
Circle with W	ANCHOR BOLT
Circle with X	ANCHOR BOLT
Circle with Y	ANCHOR BOLT
Circle with Z	ANCHOR BOLT

NOTES
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2012 IBC AND ALL CITY ORDINANCES.
2. ALL MATERIALS SHALL BE APPROVED BY THE CITY ENGINEER.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES.
6. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES.
7. THE CONTRACTOR SHALL MAINTAIN PROPER RECORDS OF ALL WORK.

ADDITIONAL NOTES
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES.
3. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES.
4. THE CONTRACTOR SHALL MAINTAIN PROPER RECORDS OF ALL WORK.



113 Railroad Ave.	Bartlett, IL	AD-0
-------------------	--------------	------



Agenda Item Executive Summary

Item Name Amendments to Animal Control and Dog Regulations Committee or Board Board

BUDGET IMPACT

Amount: N/A Budgeted N/A

Fund:

EXECUTIVE SUMMARY

The Village of Bartlett currently requires dog and cat owners to register all animals through the village and acquire a tag for the collar. Since the counties require dogs, cats and ferrets to be vaccinated against rabies on an annual basis and are issued a rabies tag, there is no reason that the village should also issue a tag. The police department can track lost animals through the rabies tag or the microchip. We currently have approximately 120 registered animals. The cost of the village issued tag is \$2 and senior citizens are allowed one tag per household at no charge. The relatively small fraction of pet owners that actually register and pay for the tag does not cover the cost of administering this regulation.

The Ordinance also includes a minor modification to the definition of "Wild Animal" to include "raccoons" and "squirrels" within that definition.

ATTACHMENTS (PLEASE LIST)

Memo, Ordinance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Ordinance 2019- _____, an Ordinance Amending Certain Definitions and Sections of Title 5, Chapter 2, of the Bartlett Municipal Code Regulating Animal Control and Dogs.

Staff: Lorna Giles, Village Clerk

Date: 06/25/19

BRYAN E. MRAZ
BEM@MRAZLAW.COM

DAVID W. GULLION
ASSOCIATE
DWG@MRAZLAW.COM

MEMORANDUM

TO: President and Board of Trustees of the Village of Bartlett
Paula Schumacher, Village Administrator

FROM: Bryan E. Mraz, Village Attorney

DATE: June 26, 2019

RE: Amendments to Animal Control and Dog Regulations

The Village of Bartlett currently requires dog owners to register their dogs through the Village and to acquire a tag for the dog collar. The Village currently has approximately 120 registered animals, which is a small fraction of the number of dogs in the Village. The cost of a Village issued tag is \$2.00 and senior citizens are given one tag per household free of charge.

The relatively small fraction of pet owners that actually register and pay for the tag does not cover the cost of administering this regulation, and those that do comply have voiced complaints about the regulation. Since dogs, and in some cases cats and ferrets, are required to be vaccinated for rabies on an annual basis or every three years, and to get a rabies tag, the Police Department can track lost animals through the rabies tag, or a microchip regularly inserted by owners in their pets. Accordingly, the Village Clerk has asked that the sections of the Municipal Code requiring the registration of dogs with the Village to be repealed.

I believe that some of those repealed sections should be amended to require dogs to have rabies vaccinations and to have collars and their rabies vaccination tags affixed to the collar if the dog is in public. Accordingly, I have drafted the attached Ordinance to repeal the dog registration requirements in the Bartlett Municipal Code, but to amend the Code to require instead the rabies tags to be affixed to a collar as that is not clear in the State Animal Control Act (510 ILCS 5/1, *et seq.*).

The attached Ordinance also includes a minor modification to the definition of "Wild Animal" to include "racoons" and "squirrels" within that definition. Section 5-2-14.1 of the Bartlett Municipal Code prohibits the harboring and keeping of wild animals. The expansion of that definition would clarify that the keeping of squirrels and racoons, along with other wild animals, is not allowed. The Village has received complaints from the neighbors of an individual that harbors and keeps squirrels in his or her yard and in his or her home.

Section Two of the attached Ordinance is for the purpose of clarifying that racoons and squirrels are wild animals and it is the Board's stated legislative intent that racoons and squirrels, together with other wild animals listed, not be harbored and kept in the Village unless at a bona fide licensed veterinary hospital, circus, zoo, etc.

ORDINANCE 2019 - _____

AN ORDINANCE AMENDING CERTAIN DEFINITIONS AND SECTIONS OF TITLE 5, CHAPTER 2, OF THE BARTLETT MUNICIPAL CODE REGULATING ANIMAL CONTROL AND DOGS

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 definition of "WILD ANIMALS" set forth in Section 5-2-1 of Chapter 2, Title 5, of the Bartlett Municipal Code is hereby repealed.

SECTION TWO: Title 5, Chapter 2, Section 5-2-1, is hereby amended to add the following new definition of "WILD ANIMAL" in place of the former definition therefor repealed in Section One of this Ordinance:

WILD ANIMAL. Any species of mammal, reptile, amphibian, arachnid or fowl which is not naturally tame or gentle but is of a wild nature or disposition, and which, because it is carnivorous in its wild state, or is poisonous, or because of its size, physical makeup, vicious nature or other characteristics, would constitute a danger to human life, domestic animals or property, including racoon, squirrel, lion, tiger, leopard, ocelot, jaguar, cheetah, margay, mountain lion, lynx, bobcat, jaguarundi and other wild cat of the family felidae, hyena, bear, wolverine, badger, wolf, coyote, boar, alligator, crocodile, any poisonous or venomous biting or injecting species of amphibian, arachnid, or reptile or any life-threatening reptile. Any animal which is of a species listed specifically shall be considered a wild animal and any poisonous, venomous biting or injecting species of amphibian, arachnid or reptile or life-threatening reptile shall be considered a wild animal, and the provisions of this Chapter regarding such wild animals shall apply.

SECTION THREE: Title 5, Chapter 2, Section 5-2-2: entitled "LICENSE REQUIRED" is hereby repealed in its entirety.

SECTION FOUR: Title 5, Chapter 2, of the Bartlett Municipal Code is hereby amended to add new Section 5-2-2 thereto entitled "RABIES VACCINATION REQUIRED" to replace the former Section 5-2-2 repealed in Section Three of this Ordinance, as follows:

5-2-2: RABIES VACCINATION REQUIRED:

It shall be the duty of every person owning, keeping or harboring any dog that is four (4) months or more of age in the Village to have each such dog inoculated against rabies by a licensed veterinarian. Every dog shall have a second rabies vaccination within one year of the first inoculation and subsequent rabies vaccine administration and duration of immunity as required under state law.

SECTION FIVE: That Title 5, Chapter 2, Chapter 5-2-3: entitled "LICENSE APPLICATION AND FEE" of the Bartlett Municipal Code is hereby repealed.

SECTION SIX: That Title 5, Chapter 2, Section 5-2-4 entitled "DOG TAGS; REGISTER:" of the Bartlett Municipal Code is hereby repealed in its entirety.

SECTION SEVEN: That Title 5 Chapter 2, of the Bartlett Municipal Code is hereby amended to add new Section 5-2-4 thereto entitled "DOG COLLAR AND RABIES TAG REQUIRED" as follows:

5-2-4: DOG COLLAR AND RABIES TAG REQUIRED:

Every dog kept in the Village shall be equipped with a collar, and there shall be fastened thereto a current rabies inoculation tag issued by licensed veterinarian. At all times when any dog is on any public street, alley or other public place, said collar with a current rabies inoculation tag affixed thereto shall be worn around the neck of the dog to which the rabies tag applies. Any dog which does not have such tag while in or upon any public street, alley or other public place shall be deemed to be a stray and shall be impounded.

SECTION EIGHT: That Title 5, Chapter 2, Section 5-2-5 of the Bartlett Municipal Code is hereby amended to add new subsection P thereto, which shall state as follows:

P. For the owner or custodian of a dog to be on any public street, alley or other public place without a collar and a current rabies inoculation tag affixed thereto.

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 passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2019 - _____ on _____, 2019, and approved on _____, 2019, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name 2019 Pavement Preservation Treatment Project, CAM Reclamite Committee or Board Board

BUDGET IMPACT

Amount:	\$ 75,000.00 (not to exceed)	Budgeted	\$ 75,000.00
List what fund	2019 MFT Funds		

EXECUTIVE SUMMARY

In an effort to extend the life of our asphalt pavements, we have started to utilize Reclamite from Corrective Asphalt Materials, LLC (CAM). Reclamite is a pavement rejuvenator and sealer that helps prevent and delay asphalt pavement failures.

We have increased the number of streets that will be treated this year. We have set aside MFT funds for this purpose and have participated in a joint bid process for Reclamite with other local governments. The attached Bid Tabulations show a cost of \$0.89 per square yard of pavement. This includes pavement sweeping before and after the application, and resident notifications.

CAM is the sole source provider of Reclamite in the Midwest Region. In working with CAM last year, we found them to be both professional and responsive. Their project experience with pavement treatments and sealers is more than satisfactory. Based upon staff project experiences, I recommend that the 2019 Pavement Preservation Treatment Project be awarded to CAM, LLC in the not-to-exceed amount of **\$75,000.00**.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement, Bid Tab

ACTION REQUESTED

- For Discussion Only
- ✓ Resolution
- Ordinance
- Motion

MOTION: I MOVE TO APPROVE RESOLUTION 2019 _____, A RESOLUTION APPROVING OF AN AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CAM, LLC OF SUGAR GROVE, IL FOR THE 2019 PAVEMENT PRESERVATION TREATMENT PROJECT

Staff: Bob Allen, Village Engineer

Date: July 2, 2019

Memo

To: Paula Schumacher, Village Administrator
From: Bob Allen, Village Engineer
Subject: 2019 Pavement Preservation Treatment, CAM Reclamite
Date: June 19, 2019

In an effort to extend the life of our asphalt pavements, we have started to utilize Reclamite from Corrective Asphalt Materials, LLC (CAM). Reclamite is a pavement rejuvenator and sealer that helps prevent and delay asphalt pavement failures.

We have increased the number of streets that will be treated this year. We have set aside MFT funds for this purpose and have participated in a joint bid process for Reclamite with other local governments. The attached Bid Tabulations show a cost of \$0.89 per square yard of pavement. This includes pavement sweeping before and after the application, and resident notifications.

CAM is the sole source provider of Reclamite in the Midwest Region. In working with CAM last year, we found them to be both professional and responsive. Their project experience with pavement treatments and sealers is more than satisfactory. Based upon staff project experiences, I recommend that the 2019 Pavement Preservation Treatment Project be awarded to **CAM, LLC** in the not-to-exceed amount of **\$75,000.00**.

Please place this ordinance on the next available agenda.

MOTION: I MOVE TO APPROVE RESOLUTION 2019 _____, A RESOLUTION APPROVING OF AN AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CAM, LLC OF SUGAR GROVE, IL FOR THE 2019 PAVEMENT PRESERVATION TREATMENT PROJECT

RESOLUTION 2019 - ___ - R

**A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE
VILLAGE OF BARTLETT AND CAM, LLC
FOR THE 2019 PAVEMENT PRESERVATION TREATMENT PROJECT**

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 total bid for the Village's Pavement Preservation Treatment Project, as more fully set forth in the Agreement hereinafter described in Section Two hereof (the "Project Work"), is hereby approved and a contract is hereby awarded to the following contractor as the lowest responsible and responsive bidder meeting specifications:

CAM, LLC (the "Contractor") at the unit pricing set forth in its bid, which when applied to the estimated quantities for the Project Work, not-to-exceed a total of \$75,000.00.

SECTION TWO: That the 2019 Pavement Preservation Treatment Agreement between the Village of Bartlett and the Contractor for the Project Work, a copy of which is appended hereto and expressly incorporated herein by this reference (the "Agreement"), is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED July 2, 2019

APPROVED July 2, 2019

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 2019 -___-R, enacted on July 2, 2019 and approved on July 2, 2019, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Local Public Agency
Formal Contract

PROPOSAL SUBMITTED BY		
CORRECTIVE ASPHALT MATERIALS, LLC		
Contractor's Name		
43W630 Wheeler Road		
Street		P.O. Box
Sugar Grove	IL	60554
City	State	Zip Code

STATE OF ILLINOIS
COUNTY COOK / DU PAGE / KANE
VILLAGE OF BARTLETT
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
STREET NAME OR ROUTE 2019 PAVEMENT PRESERVATION
SECTION NO. 19-00000-03-GM
TYPES OF FUNDS MFT

- SPECIFICATIONS (required) PLANS (required) CONTRACT BOND (when required)

For Municipal Projects
Submitted/Approved/Passed

Mayor President of Board of Trustees Municipal Official

Date

Department of Transportation
 Concurrence in approval of award

Regional Engineer

Date

For County and Road District Projects
Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

County COOK / DU PAGE / KANE
Local Public Agency VILLAGE OF BARTLETT
Section Number 19-00000-03-GM
Route 2019 Pavement Preservation

1. THIS AGREEMENT, made and concluded the 2nd day of July 2019,
Month and Year

between the VILLAGE of BARTLETT
acting by and through its VILLAGE PRESIDENT AND BOARD OF TRUSTEES known as the party of the first part, and
CORRECTIVE ASPHALT MATERIALS, LLC his/their executors, administrators, successors or assigns,
known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 19-00000-03-GM, in The VILLAGE OF BARTLETT, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.
Date

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: _____ The VILLAGE of BARTLETT
Clerk By _____
Party of the First Part
(Seal) *(If a Corporation)*

Corporate Name _____
By _____
President Party of the Second Part
(If a Co-Partnership)

Attest: _____
Secretary

Partners doing Business under the firm name of _____
Party of the Second Part
(If an individual)
Party of the Second Part

BID TABULATION SHEET (continued)

Alternate #1 – Completion of sweeping prior to treatment. \$ REC \$0.87*
CRF \$1.20* Per square yard

Alternate #2 – Completion of sweeping after treatment. \$ REC \$0.88*
CRF \$1.23* Per square yard

Alternate #3 – Completion of sweeping both prior to and after treatment. \$ REC \$0.89*
Per square yard CRF \$1.25*

*Prices do not reflect the addition of coring.
Coring will be an additional \$1,600/two cores (2 treated and 2 untreated cores will be \$3,200)

Date: 05/01/19

Bidders Name: Tina Revermann

Company: Corrective Asphalt Materials, LLC

Address: PO Box 87129, South Roxana, IL 62087

Authorized signature: 

Accepted by: 

Customer reserves the right to reject any and all bids or to waive informalities and to select and accept that Bid considered to be most advantageous to the Customer.



BID TABULATION SHEET

Bid Form for Surface Application of Reclamite and or CRF Rejuvenating Agents (2019 Season)

For: McHenry Township

Reclamite: -Per square yard applied \$ 0.85/sq yd*
Approximately 110,000 Square yards-applied Total: \$ 93,500.00*

For: Grafton Township

Reclamite: -Per square yard applied \$ 0.85/sq yd*
Approximately 13,700 Square yards-applied Total: \$ 11,645.00*

For: Greenwood Township

Reclamite: -Per square yard applied \$ 0.85/sq yd*
Approximately 10,560 Square yards-applied Total: \$ 8,976.00*

For: Dorr Township

Reclamite: -Per square yard applied \$ 0.85/sq yd*
Approximately 3,200 Square yards-applied Total: \$ 2,720.00*

For: Chemung Township

Reclamite: -Per square yard applied \$ 0.85/sq yd*
Approximately 2,800 Square yards-applied Total: \$ 2,380.00

For: Bloomington Township

Reclamite: -Per square yard applied \$ 0.85/sq yd*
Approximately 25,000 Square yards-applied Total: \$ 21,250.00*

For: Lisle Township

Reclamite: -Per square yard applied \$ 0.85/sq yd*
Approximately 41,750 Square yards-applied Total: \$ 35,487.50*

For: Winfield Township

Reclamite: -Per square yard applied \$ 0.85/sq yd*
Approximately 15,000 Square yards-applied Total: \$ 12,750.00*
Total Amount: \$ 12,750.00*

For: Schaumburg Township

Reclamite: -Per square yard applied \$ 0.85/sq yd*
Approximately 15,000 Square yards-applied Total: \$ 12,750.00*

For: Ela Township

Reclamite: -Per square yard applied \$ 0.85/sq yd*
Approximately 16,133 Square yards-applied Total: \$ 13,713.05*

CRF: -Per square yard applied: \$ 1.17/sq yd*
Approximately 16,131 Square yards-applied Total: \$ 18,873.27*

BID TABULATION SHEET (continued)

For: Wheatland Township

Reclamite: -Per square yard applied \$ 0.85/sq yd*
Approximately 21,500 Square yards-applied Total: \$ 18,275.00*

For: Flagg Township

Reclamite: -Per square yard applied \$ 0.85/sq yd*
Approximately 15,000 Square yards-applied Total: \$ 12,750.00*

For: Frankfort Township

Reclamite: -Per square yard applied \$ 0.85/sq yd*
Approximately 20,000 Square yards-applied Total: \$ 17,000.00*

For: City of Elmhurst

Reclamite: -Per square yard applied: \$ 0.85/sq yd*
Approximately 234,000 Square yards-applied Total: \$ 198,900.00*

For: Village of Bartlett

Reclamite: -Per square yard applied: \$ 0.85/sq yd*
Approximately 79,740 Square yards-applied Total: \$ 67,779.00*

*Prices do not reflect the addition of coring.
Coring will be an additional \$1,600/two cores (2 treated and 2 untreated cores will be \$3,200)

Bid Tabulation
2019 CRF – Reclamite Bid
May 17, 2019 – 11:00AM
McH. Twp. Rd. Dist.

<u>Company</u>	<u>Bid Item</u>	<u>Bid Price</u>
Corrective Asphalt Materials (CAM)	CRF Base	\$1.17/SY
	Option #1	\$1.20/SY
	Option #2	\$1.23/SY
	Option #3	\$1.25/SY
	Reclamite	\$0.85/SY
	Option #1	\$0.87/SY
	Option #2	\$0.88/SY
	Option #3	\$0.89/SY

No Other Bidders